



PUBLIC COMMENT SESSION SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

Thursday, December 1, 2009

7:00 PM

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

Limited to forty [40] minutes, four [4] minutes per person.
**Comments MUST be related to a specific agenda item
slated for action at the meeting.**

PLEASE PRINT

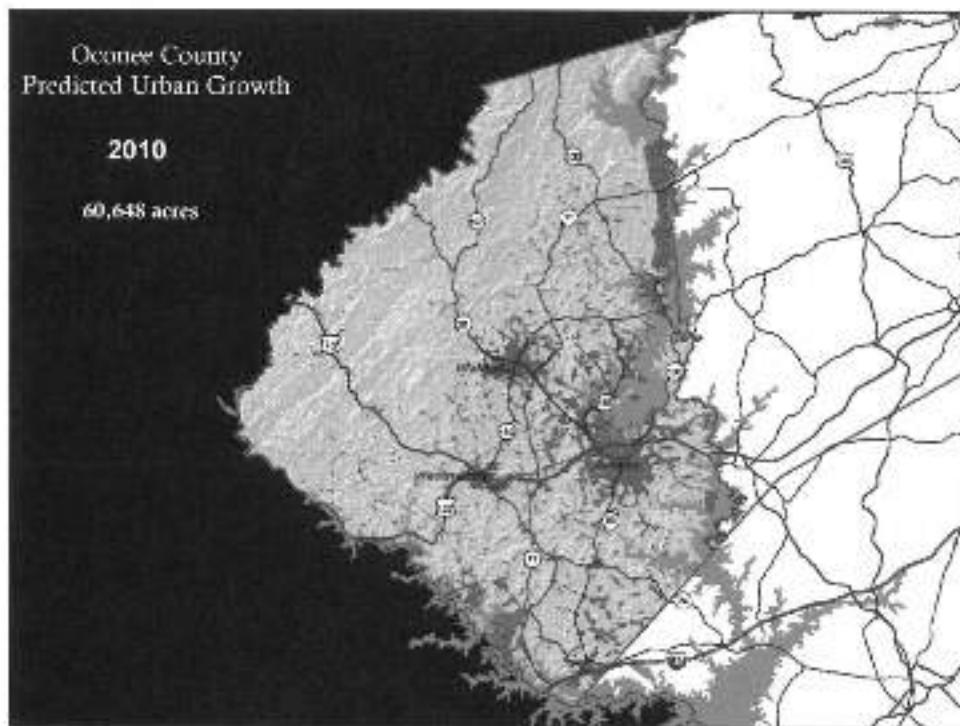
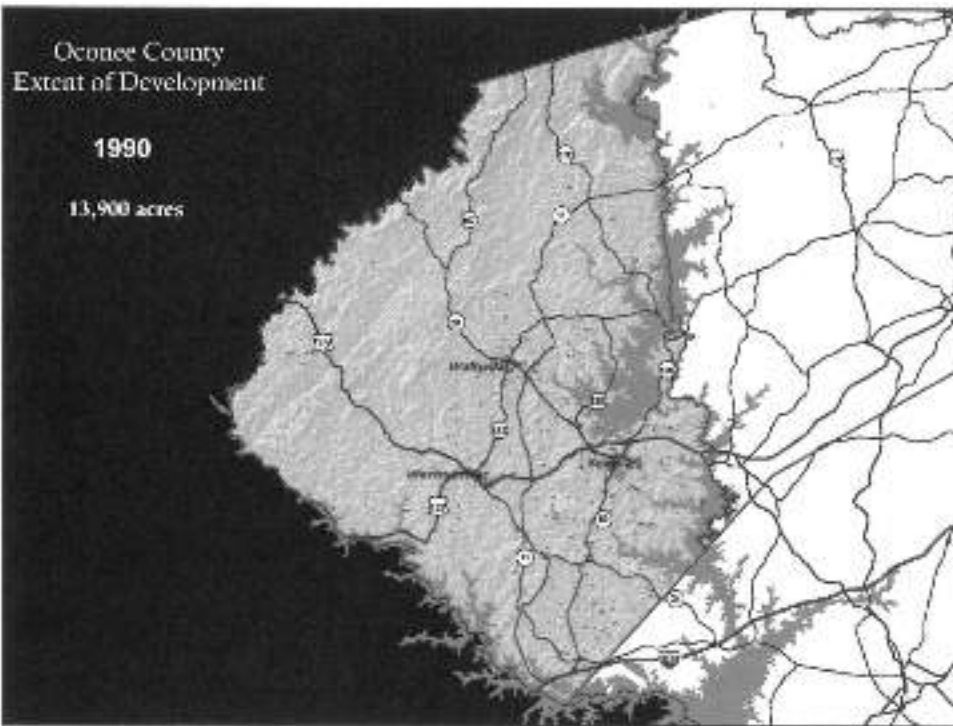
	FULL NAME	AGENDA ITEM FOR DISCUSSION
1 x	DONNA LINSIN	5 - CONSERVATION BANK
2 x	LARRY LINSIN	5 AND 7
3 x	Berry Nichols	All
4 x	JERRY BARWETT	
5 x	Margaret Thompson	# 7
6 x	JIM COOPER	# 5
7 x	GLEN MCPHEETERS	
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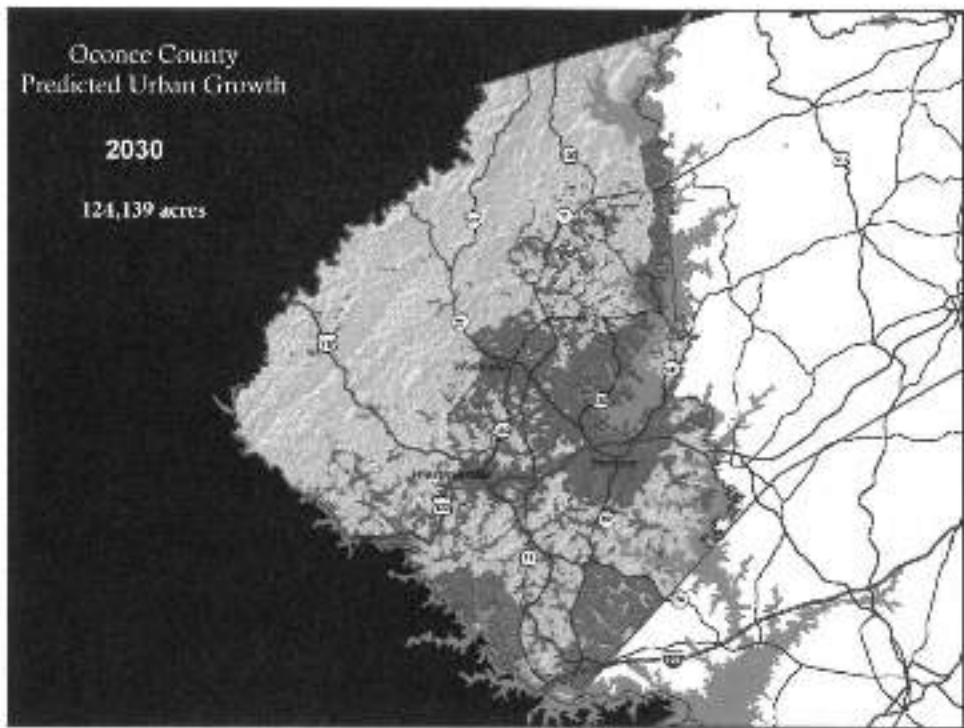
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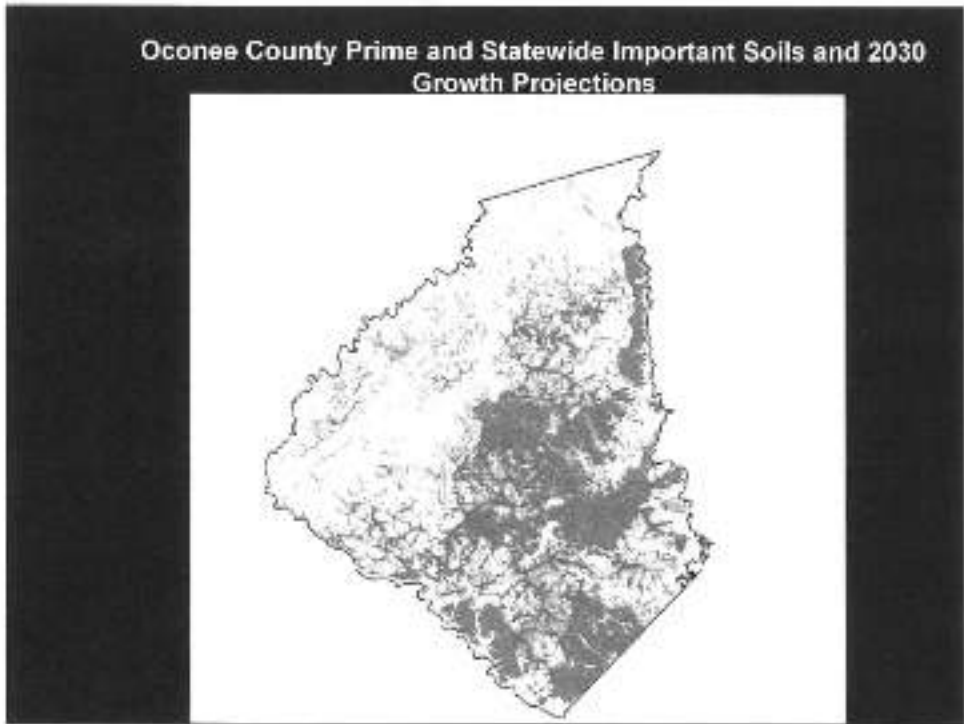
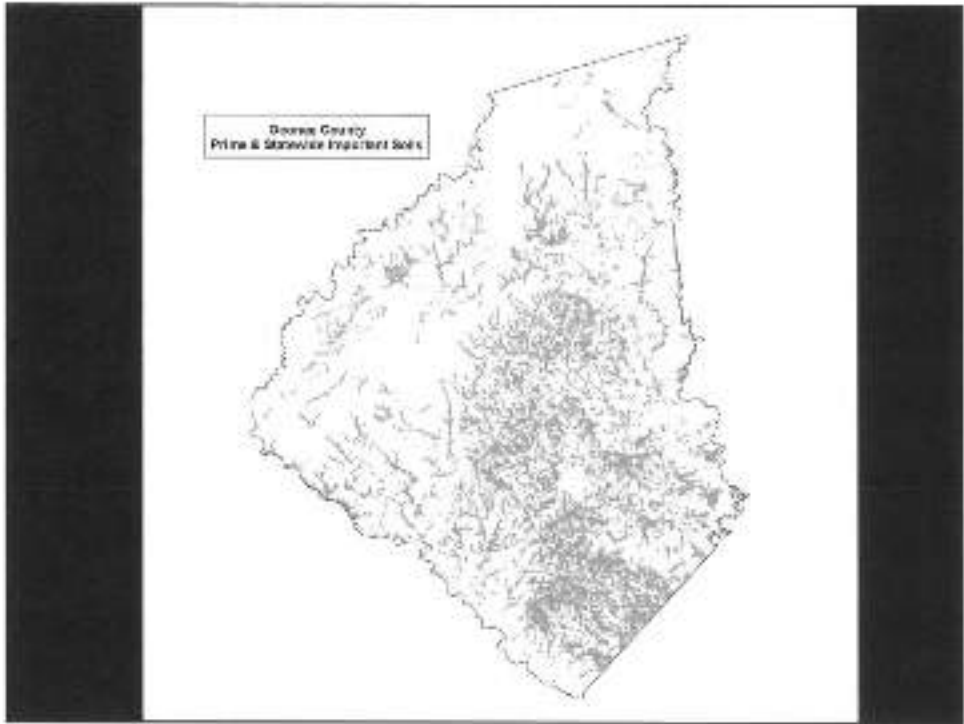




**Projected
Growth
in
Oconee County**













Potential Funding Mechanisms for OCCB

Matrix of Local Finance Tools from the Trust for Public Land www.tpl.org

Property Tax Financing	
what it is	tax on real property
who pays	commercial and residential property owners
areas it's being applied	urban, suburban, and rural areas
how long it lasts	tax ongoing or increased for a defined time period

Special Assessment District	
what it is	separate units of government that manage specific resources within defined boundaries
who pays	residents of the district through property taxes, user fees, or bonds
areas it's being applied	typically urban, suburban areas
how long it lasts	tax ongoing or increased for a defined time period

Sales & Use Tax	
what it is	tax on sales of goods or services
who pays	purchaser of goods or services
areas it's being applied	urban, suburban, and rural areas
how long it lasts	tax ongoing or increased for a defined time period

Real Estate Transfer Tax	
what it is	tax on the sale of property
who pays	sometimes the seller, sometimes the buyer
areas it's being applied	typically fast-growing rural and suburban areas.
how long it lasts	one-time cost to home seller or buyer

Impact Fee	
what it is	one-time fee to offset costs of infrastructure caused by new development
who pays	developer of project
areas it's being applied	typically fast-growing rural and suburban areas
how long it lasts	one-time cost to developer

General Obligation Bonds	
what it is	loan taken out by a city or county against the value of taxable property
who pays	city or county though taxes paid by property owners
areas it's being applied	urban, suburban, and rural areas
how long it lasts	bonds are typically issued for 15, 20 or 30 years

Revenue Bonds	
what it is	loan paid from the proceeds of a tax levied for the use of a specific public project, or with the proceeds of fees charged to those who use the facility that the bonds finance.
who pays	city or county through tax revenues paid by general population or user of a service
areas it's being applied	urban, suburban, and rural areas
how long it lasts	bonds are typically issued for 15, 20 or 30 years

Income Tax Financing	
what it is	tax on individual income
who pays	individual taxpayers
areas it's being applied	Limited use to date: suburban community
how long it lasts	ongoing

Mitigation Financing	
what it is	developer set-aside of land
who pays	developers of a project
areas it's being applied	suburban, and rural areas
how long it lasts	one-time cost to developer

User Fee Financing	
what it is	fee that covers the cost of a service
who pays	anyone who chooses to take advantage of a service
areas it's being applied	urban, suburban, and rural areas
how long it lasts	one-time cost to user

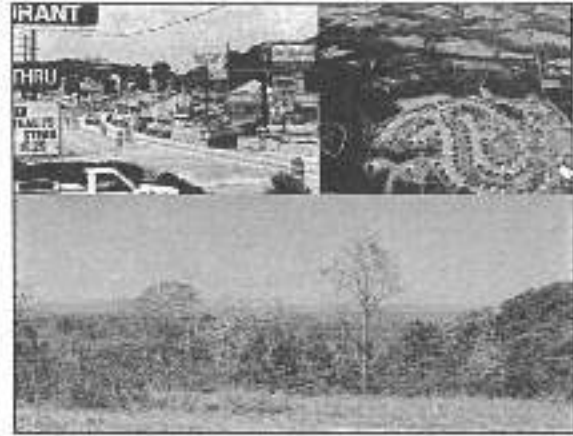
Tax Increment Financing	
what it is	financing mechanism used to stimulate economic development in a blighted area
who pays	property owners when redevelopment results in increased property values
areas it's being applied	urban areas
how long it lasts	ongoing

County Banks in South Carolina

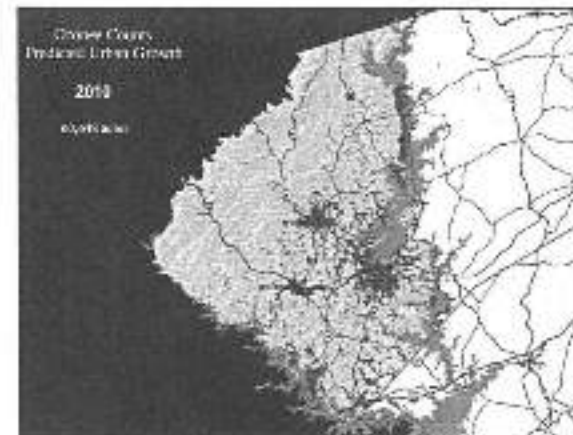
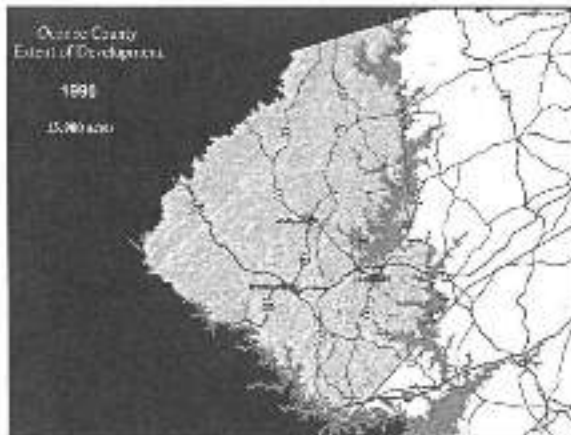
Beaufort County: bond referendum (\$40 million approved in 2000 and \$50 million approved in 2006); borrowed money would be paid back through a tax increase (2 mill increase in property taxes; expected to bring in \$1.5 million/ year in revenue)

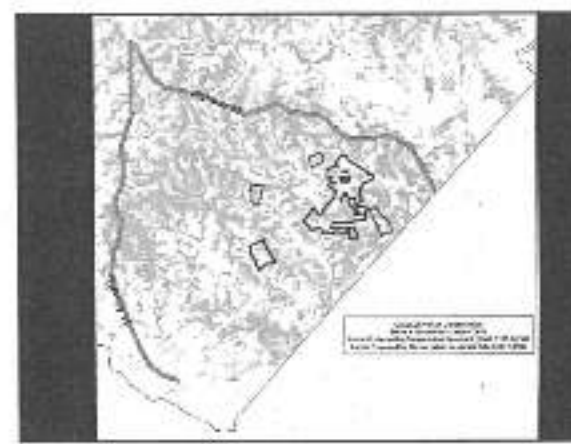
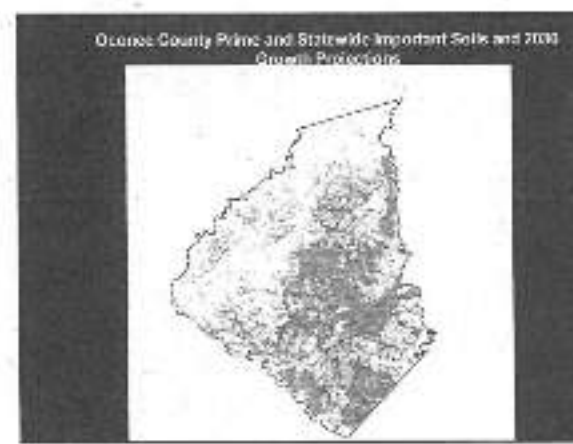
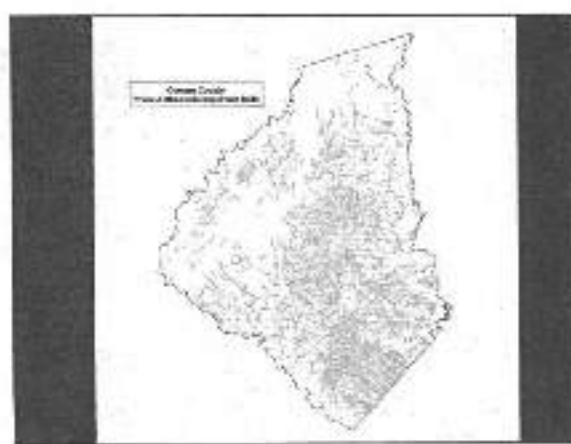
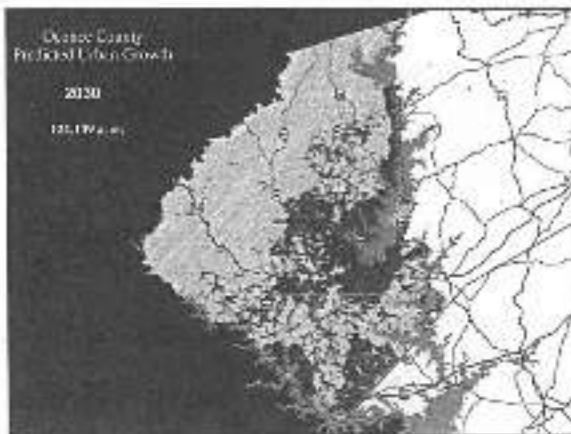
Charleston County: ½ cent sales tax in 2004 for greenbelt and transportation (\$221 million total- \$95 million for conservation); sales tax bonded to leverage funds

Richland County: mill tax to generate approximately \$700,000 per year; ordinance passed in 1998



**Projected
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in
Oconee County**







Oconee Forever Contact Information

Name	Organization Affiliation	Email Address	Phone Number
Shea Airey		sheaairrey@gmail.com	803-429-4144
Greg Borgen	USDA Forest Service	gborgen@fs.fed.us	
Dr. Billy Campbell	Memorial Ecosystems	billyc@carol.net	324-2648
Kimberley Campbell	Memorial Ecosystems	kimberley@memorialecosystems.com	324-2647
Bettina George, <i>chairman</i>		DonBettina@aol.com	638-5980
Dr. Joe James		s4e4j4@bellsouth.net	972-1122 home; 710-6747 cell
Edward Bubba Land		chattoogavalleyfarm@yahoo.com	973-3058
Eddie Martin	OPUS Trust	oconeefarmgarden@bellsouth.net	638-5116 work; 944-0040 home
Jill Miller	SC Rural Water Association	jill@scrwa.org	238-0505
Chanda Morrison		chanda@moresundesigns.com	647-0068
Jacqueline Oliver	Upstate Forever	joliver@upstateforever.org	250-0500 ext 27
Heather Ramey, <i>technical adviser</i>	USDA Natural Resources Conservation Service	heather.ramey@sc.usda.gov	work 638-2213; cell 903-4290
Rex Ramsay	Oconee Soil and Water Conservation District	Rex.Ramsay@blueridge.coop	898-2075
Ken Sloan	Mountain Lakes Convention and Visitor's Bureau	ken@scmountainlakes.com	380-3976
J. Harold Thomas	Concerned Citizens for Conservation	none	638-2565
Alice Wald	Vision Plan 2028 Natural Choices	waldam@aol.com	638-9123
Buzz Williams	Chattooga Conservancy	info@chattoogariver.org	706-782-6097
Doug Young		dgyoung@bellsouth.net	247-3900

Oconee County Conservation Bank Frequently Asked Questions

www.oconeecountyconservationbank.org

What is a County Conservation Bank?

A County Conservation Bank is a program established and funded by a county to protect important lands, natural resources and historic sites within its borders. (It may be referred to by different names, but the basic principle is conservation at the local level). Generally, the County Council appoints a board or committee to oversee the Conservation Bank in setting local conservation priorities, reviewing applications, and recommending approval of specific projects to the Council.

Do any other counties in South Carolina have a county conservation bank?

Yes, Charleston County has about \$95 million for land conservation through their Greenbelt Bank program, and Beaufort County approved \$40 million in 2000 and \$50 million in 2006 for their Rural and Critical Land Preservation program. Over 40 counties and/or municipalities in North Carolina have local funding to support parks and protect land, and over 20 counties and/or municipalities in Georgia have local funding for conservation (www.tpl.org).

Why is an Oconee County Conservation Bank needed?

The special places that make Oconee County the true "golden corner" of South Carolina are under grave threat. According to a growth projection study recently completed by Dr. Craig Campbell and the Strom Thurmond Institute at Clemson University, the amount of developed land in Oconee County will increase from 13,900 acres in 1990 to 124,139 acres in 2030 if current trends continue—a staggering increase of nearly 900% in only 40 years! An Oconee County Conservation Bank would ensure that many of the county's special places are protected before it is too late. Often the owners of these places cannot permanently protect them without some financial assistance. In recent years, the South Carolina Conservation Bank has provided this assistance for important projects in Oconee County, but because of the economic crisis, the State Bank currently has no funding for new projects. But even when it is in operation, it receives only \$15 to \$18 million per year for the entire state. It is clear that the State Bank cannot come close to meeting the conservation needs of Oconee County or any other county in South Carolina—each county must step up and do its part.

Protect our Heritage and Natural Resources



Support the Oconee County Conservation Bank



How will the Oconee County Conservation Bank be funded?

The funding mechanism for the Oconee County Conservation Bank is decided by County Council who will explore all feasible options, evaluate the County's needs and budget, and determine the best way to provide funding for a local bank. One simple mechanism is to appropriate funds through the County budget.

How Can Landowners Apply to the Oconee County Conservation Bank?

County Council would appoint a board or committee to establish the criteria for conservation projects and an application process. Landowners can then partner with land trusts or local government agencies to apply to the Oconee County Conservation Bank for funding. The committee will recommend specific projects to County Council for approval.

How is the Property Protected?

The application to the Oconee County Conservation Bank can be either for the sale of the property or for protecting the property with a conservation easement. Under a conservation easement, the landowner continues to own the property but agrees that it will never be developed. All future owners are subject to the conservation easement.

Can the Oconee County Conservation Bank force people to protect their properties?

No, the OCCB is an entirely voluntary program. Landowners are completely free to decide whether they want to participate.

What is a conservation easement?

A conservation easement, also called a conservation agreement, is a voluntary contract entered into by a landowner and a land trust or government agency which determines what sort of uses will be allowed on his or her property in the future. A conservation easement typically prohibits industrial, commercial and retail uses, residential subdivisions, parking lots, billboards, and mining. But many traditional uses which do not impair the conservation values of the property are allowed, such as maintaining the family residence, adding a limited number of new residences, timber management, farming, fishing and hunting. Basically, a conservation easement ensures that the protected property stays the way it is today.

What are the benefits to landowners who protect their land with a conservation easement?

Protecting a private property with a conservation easement is the best way of protecting an important natural or historical resource for future generations while allowing the landowner to retain their private property rights and realize a significant federal, state, and estate tax benefit. For landowners who are "land rich and cash poor," a conservation easement may allow their heirs to keep the property, rather than being forced to sell in order to pay the estate taxes.

Does a conservation easement allow a property to be sold or left to heirs?

Yes. The conservation easement has no effect on the title to the land. A protected property can be placed on the market and sold or passed on to heirs. The conservation easement is recorded at the courthouse and thus applies to all future owners of the property.

Are properties with conservation easements exempt from property taxes?

No, landowners of privately-owned properties protected by a conservation easement must still pay property taxes.

Does a conservation easement allow public access?

No, unless expressly allowed in the conservation easement, but most do not allow public access. However, a conservation easement is a good tool to ensure a public park remains available for the public in the future.

How is a conservation easement enforced? What happens if the conservation easement is violated?

A conservation easement gives a qualified land trust organization or government agency the right and responsibility to enforce the terms of the easement. This means that if a future owner violates the conservation easement protecting their property, the land trust can have the violation stopped and the land restored - by going to court if necessary.

The conservation easement does not give the land trust the right to use or do anything on the property. The only access to the land trust is once annually for monitoring or if a violation has occurred. The land trust's sole obligation is to make sure the conservation easement is honored in perpetuity.

What are the public benefits of a conservation easement?

The public benefits of voluntary land conservation are many-fold. Protected private land contributes first and foremost to a better quality of life for all by conserving wildlife habitat, biodiversity, prime and important soils, and important uses such as timber management and agriculture. Protected agricultural land provides a local source of food and fiber and contributes to national food security. Rivers and streams which cross protected properties are buffered from runoff which contributes to better water quality for those drinking that water downstream. Conserved land also provides scenic pastoral views for travelers on major highways and rural roads. All of these things contribute to the great quality of life enjoyed in the Upstate of South Carolina and they are also what attract new industry and tourism to this region.



How do conservation easements and land protection contribute to economic growth?

Studies have shown that conserving land increases property values near protected properties, saves tax dollars by encouraging more efficient development (i.e. less new roads and other services), and reduces the need for expensive water filtration facilities. Protecting environmental quality and scenic natural beauty makes an area a more desirable place to live and visit, which attracts new jobs and tourism dollars. In addition, top industries such as agriculture, timber management, and tourism are very compatible with conservation and dependent on the availability of high quality land.

Why would public entities such as the South Carolina Conservation Bank or the proposed Oconee County Conservation Bank, provide funding for conservation easements?

Funding conservation easements generally costs much less than purchasing an important property to protect and manage under public ownership. Although our county, state, and national parks are true public treasures they are expensive to acquire and maintain. A conservation easement, once funded, costs nothing further for the public entity and the public still enjoys many benefits such as better water quality, wildlife habitat, and scenic views. In addition the availability of local funding for land conservation helps leverage and attract state, federal, and private sources of funding to the area.

Protect our Heritage and Natural Resources



Support the Oconee County Conservation Bank

OCONEE COUNTY CONSERVATION BANK PROPOSED ORDINANCE OUTLINE

AN ORDINANCE ESTABLISHING AN OCONEE COUNTY CONSERVATION BANK TO FUND THE PROTECTION OF SIGNIFICANT LANDS AND NATURAL, CULTURAL, AND HISTORIC RESOURCES IN OCONEE COUNTY

- I. Establishment of Bank
- II. Definitions
- III. Board
- IV. Board Duties and Responsibilities
- V. Oconee County Conservation Bank Fund
- VI. Program and Procedures
- VII. Use of Funds
- VIII. Eminent Domain or Condemnation Proceedings
- IX. Recreational and Economic Use
- X. Conservation Easements
- XI. Historic Properties
- XII. Effective Date; Severability

Appendix A: Criteria for Projects

Appendix B: Application for Funding

Appendix C: Contract between Oconee County Conservation Bank, Landowner, and
Eligible Recipient

** A sample draft Oconee County Conservation Bank Ordinance available to Oconee
County Council if requested*

RESOLUTION SUPPORTING ESTABLISHMENT OF THE OCONEE COUNTY CONSERVATION BANK

WHEREAS, no other county in South Carolina and few places in the United States have such an extraordinary array of natural, cultural and historic resources as Oconee County;

WHEREAS, the description of Oconee County as South Carolina's "golden corner" is well deserved;

WHEREAS, the natural, cultural and historic resources of Oconee County provide economic benefits of incalculable value because they attract tourists to the County;

WHEREAS, the natural resources of Oconee County, including its high quality soils and clean waters, are the foundation of the forestry and agricultural industries in the County;

WHEREAS, many natural, cultural and historic resources of Oconee County are threatened by future development;

WHEREAS, according to a growth projection study conducted by Dr. Craig Campbell and the Strom Thurmond Institute at Clemson University, the amount of developed land in Oconee County will increase from 13,900 acres in 1990 to 124,139 acres in 2030 if current trends continue;

WHEREAS, continued growth and development are essential to keep the economy strong and to provide good jobs for the citizens of Oconee County, but the patterns of such growth and development must be changed;

WHEREAS, the citizens of Oconee County have demonstrated their overwhelming support for commitment to the conservation of natural, cultural and historic resources in the recent campaign to protect Stumphouse Mountain and Issaqueena Falls;

WHEREAS, through the South Carolina Conservation Bank, the State provides a relatively modest amount of funding for conservation projects in the State;

WHEREAS, the South Carolina Conservation Bank is currently not operating because of the economic crisis and the actions of the General Assembly;

WHEREAS, when the South Carolina Conservation Bank resumes operation, it will not provide anywhere close to the funding needed to protect the natural, cultural and historic resources of Oconee County;

WHEREAS, Oconee County itself must provide a significant and dedicated source of funding for the protection of its natural, cultural and historic resources through either fee simple acquisition or conservation easements;

NOW, THEREFORE, BE IT RESOLVED that the following organizations, on behalf of their thousands of members and supporters who live or work in Oconee County, do hereby urge Oconee County Council to take immediate steps to establish and administer an Oconee County Conservation Bank in order to provide a dedicated source of funding of no less than \$1 million per year for the protection of the County's natural, cultural and historic resources.

Oconee Forever

Name of Organization

PO Box 1063, Walhalla, SC 29691

Address of Organization

Bettina George

Print Name

Bettina George

Signature

6-8-09

Date

Chair

Position

PO Box 70, Mtn Rest, SC

Contact Information

29664

donbettina@aol.com

864-638-5980

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CONCERNED CITIZENS FOR CONSERVATION
Name of Organization

P.O. BOX 12011 HAWA SC 29691
Address of Organization

J. Harold Thomas
Print Name

J. Harold Thomas
Sign

5-1-09
Date

CHAIRMAN
Position

Contact

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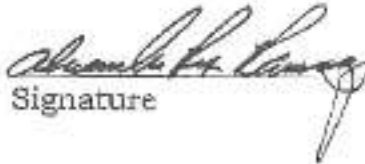
Oconee Soil & Water Conservation District

Name of Organization

Address of Organization

ALEXANDER REY RANSAT

Print Name



Signature

11/2/09

Date

CHAIRMAN

Position

Contact Information

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Oconee Alliance

Name of Organization

502 E. Main St. Walhalla, SC.

Address of Organization

29691

James R. Gadd

Print Name

James R. Gadd

Signature

10/9/09

Date

Executive Director

Position

864-718-1077

Contact Information

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Mountain Lakes Conservation Bureau
Name of Organization

502 E. Main St. Walhalla, SC 29691
Address of Organization

Ken Sloan
Print Name


Signature

7-31-08
Date

Exec. Director
Position

864-380-3976
Contact Information

Ken@scmountainlakes.com

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Greater Walhalla Area Chamber of Commerce
Name of Organization

214 E. Main St., Walhalla, SC 29691
Address of Organization

Glenn D. Buddin, Jr.
Print Name


Signature

8/21/09
Date

President
Position

gbuddin@brbwal.com 864-638-5444
Contact Information

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Westminster Rotary Club
Name of Organization

100 Augusta St. Westminster, SC 29693
Address of Organization

R.T. Harris
Print Name


Signature

10/12/09
Date

President
Position

804-697-1065
Contact Information

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Blue Ridge Electric Cooperative, Inc.
Name of Organization

P.O. 329, Westminster, SC 29683.
Address of Organization

Charles E. Dalton.
Print Name

Charles E. Dalton
Signature

9/25/09
Date

Position

Contact Information

WHEREAS, Oconee County itself must provide a significant and dedicated source of funding for the protection of its natural, cultural and historic resources through either fee simple acquisition or conservation easements;

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Carolina Foothills Heritage Fair
Name of Organization

% WOKS FFA 130 Warrior Ln. Westminster, SC
Address of Organization 29693

Gwendolyn C. McPhail Gwendolyn C. McPhail 9/04/09
Print Name Signature Date

FFA - fair sponsor
Position

% school or gmcphail @ oconee.
Contact Information K12.SC.US

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Carolina Farm Stewardship Assoc.
Name of Organization

713 E. Greenville St. N., Ste D #193
Address of Organization
Anderson SC 29621

Robert McRynolds
Print Name


Signature

7/31/09
Date

Executive Director
Position

919 542 2402
Contact Information

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SC Dept. of PRT
Name of Organization
1205 Pendleton St.
Columbia, SC 29201
Address of Organization

Robert D. Achenberg
Print Name


Signature

9/03/09
Date

Regional Chief
Mountain Region
Position

(864) 506-6167
Contact Information

WHEREAS, Oconee County itself must provide a significant and dedicated source of funding for the protection of its natural, cultural and historic resources through either fee simple acquisition or conservation easements;

NOW, THEREFORE, BE IT RESOLVED that the following organizations, on behalf of their thousands of members and supporters who live or work in Oconee County, do hereby urge Oconee County Council to take immediate steps to establish and administer an Oconee County Conservation Bank in order to provide a dedicated source of funding of no less than \$1 million per year for the protection of the County's natural, cultural and historic resources.

Oconee By Choice, 2028
"A Natural Choice" Component
Name of Organization

98 Mountain View Drive
Address of Organization
Walden, SC 29691

Alice M. Wald
Print Name

Alice M. Wald
Signature

8-31-2009
Date

Chairperson
Position

864-638-9123
Contact Information

WALD AM @ AOL.COM

WHEREAS, Oconee County itself must provide a significant and dedicated source of funding for the protection of its natural, cultural and historic resources through either fee simple acquisition or conservation easements;

NOW, THEREFORE, BE IT RESOLVED that the following organizations, on behalf of their thousands of members and supporters who live or work in Oconee County, do hereby urge Oconee County Council to take immediate steps to establish and administer an Oconee County Conservation Bank in order to provide a dedicated source of funding of no less than \$1 million per year for the protection of the County's natural, cultural and historic resources.

Friends of Lake Keowee Society
Name of Organization

4065 Keowee School Rd. Seneca 29672
Address of Organization

WILLIAMS, GRANT
Print Name
PRESIDENT

[Signature]
Signature PRESIDENT

10-1-2009
Date

PRESIDENT
Position

THEWGRAMS@bellsouth.net GR
864-882-3655
Contact Information

WHEREAS, the South Carolina Conservation Bank is currently not operating because of the economic crisis and the actions of the General Assembly;

WHEREAS, when the South Carolina Conservation Bank resumes operation, it will not provide anywhere close to the funding needed to protect the natural, cultural and historic resources of Oconee County;

WHEREAS, Oconee County itself must provide a significant and dedicated source of funding for the protection of its natural, cultural and historic resources through either fee simple acquisition or conservation easements;

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MOUNTAIN LAKES Community Assoc

Name of Organization

606 COLERIDGE CT, SENECA 29672

Address of Organization

STEVEN MACKAY

Print Name



Signature

9/17/15

Date

PRESIDENT

Position

864-918-1943

Contact Information

Monday 330 AM local time

WHEREAS, the South Carolina Conservation Bank is currently not operating because of the economic crisis and the actions of the General Assembly;

WHEREAS, when the South Carolina Conservation Bank resumes operation, it will not provide anywhere close to the funding needed to protect the natural, cultural and historic resources of Oconee County;

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Oconee Road Runners Club
Name of Organization

P.O. Box 491 West Union SC 29696
Address of Organization

TOMY TALLEY
Print Name

Tommy Talley
Signature

5-7-09
Date

President
Position

Tommy Talley - 628-5577
Contact Information

WHEREAS, the South Carolina Conservation Bank is currently not operating because of the economic crisis and the actions of the General Assembly;

WHEREAS, when the South Carolina Conservation Bank resumes operation, it will not provide anywhere close to the funding needed to protect the natural, cultural and historic resources of Oconee County;

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Advocates for Quality Development
Name of Organization

P.O. Box 802 Seneca, SC 29679
Address of Organization

GARY R. OWENS
Print Name

GROWENS
Signature

5/26/09
Date

President
Position

Ginger Tidman
Contact Information

885-9525
gstidman@bellsouth.net

WHEREAS, the South Carolina Conservation Bank is currently not operating because of the economic crisis and the actions of the General Assembly;

WHEREAS, when the South Carolina Conservation Bank resumes operation, it will not provide anywhere close to the funding needed to protect the natural, cultural and historic resources of Oconee County;

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Keep Oconee Beautiful Assoc.

Name of Organization

P.O. Box 1491, Seneca SC 29679

Address of Organization

F.G. BAILINE

Print Name

F.G. Bailine

Signature

5/16/09

Date

PRESIDENT

Position

888-0190

Contact Information

WHEREAS, Oconee County itself must provide a significant and dedicated source of funding for the protection of its natural, cultural and historic resources through either fee simple acquisition or conservation easements;

NOW, THEREFORE, BE IT RESOLVED that the following organizations, on behalf of their thousands of members and supporters who live or work in Oconee County, do hereby urge Oconee County Council to take immediate steps to establish and administer an Oconee County Conservation Bank in order to provide a dedicated source of funding of no less than \$1 million per year for the protection of the County's natural, cultural and historic resources.

SCENIC HIGHWAY COMMITTEE
Name of Organization

PLANNING DEPT OCONEE COUNTY
Address of Organization

J. HAROLD THOMAS
Print Name

J. Harold Thomas
Signature

Date

CHAIRMAN
Position

639-2565
Contact Information

WHEREAS, the South Carolina Conservation Bank is currently not operating because of the economic crisis and the actions of the General Assembly;

WHEREAS, when the South Carolina Conservation Bank resumes operation, it will not provide anywhere close to the funding needed to protect the natural, cultural and historic resources of Oconee County;

WHEREAS, Oconee County itself must provide a significant and dedicated source of funding for the protection of its natural, cultural and historic resources through either fee simple acquisition or conservation easements;

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Nantahala Outdoor Center
Name of Organization

851 A Chattooga Ridge Rd. Mt. Rest, SC
Address of Organization

David Perrin
Print Name

David Perrin
Signature

8/21/09
Date

Manager
Position

864 647-9014
Contact Information

WHEREAS, the South Carolina Conservation Bank is currently not operating because of the economic crisis and the actions of the General Assembly;

WHEREAS, when the South Carolina Conservation Bank resumes operation, it will not provide anywhere close to the funding needed to protect the natural, cultural and historic resources of Oconee County;

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Chattahoochee Whitewater Outfitters LLC
Name of Organization

14239 Long Creek Hwy
Address of Organization
Long Creek, SC 29658

Michael Storkston
Print Name

Michael Storkston
Signature

10-3-09
Date

Owner
Position

641-0098
Contact Information

WHEREAS, Oconee County itself must provide a significant and dedicated source of funding for the protection of its natural, cultural and historic resources through either fee simple acquisition or conservation easements;

NOW, THEREFORE, BE IT RESOLVED that the following organizations, on behalf of their thousands of members and supporters who live or work in Oconee County, do hereby urge Oconee County Council to take immediate steps to establish and administer an Oconee County Conservation Bank in order to provide a dedicated source of funding of no less than \$1 million per year for the protection of the County's natural, cultural and historic resources.

OPUS Trust

Name of Organization

730 Temp. v. B. Road Tamassee SC

Address of Organization

EDDIE MARTIN

Print Name

[Signature]

Signature

9/21/09

Date

President

Position

OconeeFarmgardens@bellsouth.net

Contact Information

WHEREAS, the South Carolina Conservation Bank is currently not operating because of the economic crisis and the actions of the General Assembly;

WHEREAS, when the South Carolina Conservation Bank resumes operation, it will not provide anywhere close to the funding needed to protect the natural, cultural and historic resources of Oconee County;

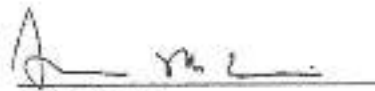
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CHATTOGA RIVER CHAPTER OF TROUT UNLIMITED
Name of Organization

206 WESCOTT DR, CLEMSON SC 29631
Address of Organization

THOMAS McENUFF
Print Name


Signature

10/20/09
Date

President
Position

864.654-4003 tomcatml@
Contact Information bellsouth.net

WHEREAS, Oconee County itself must provide a significant and dedicated source of funding for the protection of its natural, cultural and historic resources through either fee simple acquisition or conservation easements;

NOW, THEREFORE, BE IT RESOLVED that the following organizations, on behalf of their thousands of members and supporters who live or work in Oconee County, do hereby urge Oconee County Council to take immediate steps to establish and administer an Oconee County Conservation Bank in order to provide a dedicated source of funding of no less than \$1 million per year for the protection of the County's natural, cultural and historic resources.

League of Women Voters of the Clemson Area
Name of Organization

P.O. Box 802, Clemson, S.C. 29633
Address of Organization

Della Baker
Print Name

Della G. Baker 9/24/09
Signature Date

President
Position

della.baker@yahoo.com (e-mail)
Contact Information

WHEREAS, the South Carolina Conservation Bank is currently not operating because of the economic crisis and the actions of the General Assembly;

WHEREAS, when the South Carolina Conservation Bank resumes operation, it will not provide anywhere close to the funding needed to protect the natural, cultural and historic resources of Oconee County;

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FOOTHILLS GROUP OF THE SIERRA CLUB / S. C. CHAPTER *

Name of Organization

100 MONTPELIER DR.

PENDLETON S.C. 29670

Address of Organization

THOMAS C. MANNING
Print Name

Thomas C. Manning
Signature

5-14-09
Date

CHAIRPERSON
Position

PH. 646-5171 ; tomanning1@yahoo.com
Contact Information

*The Foothills Group represents Sierra Club members residing in Oconee, Pickens, Anderson, Abbeville and Greenwood counties, S.C.

WHEREAS, Oconee County itself must provide a significant and dedicated source of funding for the protection of its natural, cultural and historic resources through either fee simple acquisition or conservation easements;

NOW, THEREFORE, BE IT RESOLVED that the following organizations, on behalf of their thousands of members and supporters who live or work in Oconee County, do hereby urge Oconee County Council to take immediate steps to establish and administer an Oconee County Conservation Bank in order to provide a dedicated source of funding of no less than \$1 million per year for the protection of the County's natural, cultural and historic resources.

Upstate Locavores
Name of Organization

www.UpstateLocavores.com
Address of Organization

Eleanor P Taylor
Print Name

Elet Jm
Signature

9-3-09
Date

Coordinator
Position

864-654-5359
Contact Information

WHEREAS, Oconee County itself must provide a significant and dedicated source of funding for the protection of its natural, cultural and historic resources through either fee simple acquisition or conservation easements;

NOW, THEREFORE, BE IT RESOLVED that the following organizations, on behalf of their thousands of members and supporters who live or work in Oconee County, do hereby urge Oconee County Council to take immediate steps to establish and administer an Oconee County Conservation Bank in order to provide a dedicated source of funding of no less than \$1 million per year for the protection of the County's natural, cultural and historic resources.

Earth Blooms
Name of Organization

106 Townes Ferguson Rd Mtn. Rest SC 29664
Address of Organization

Kelly C Singer
Print Name

Kelly C Singer
Signature

7-3-09
Date

Owner
Position

(864) 718-1191
Contact Information

WHEREAS, the South Carolina Conservation Bank is currently not operating because of the economic crisis and the actions of the General Assembly;

WHEREAS, when the South Carolina Conservation Bank resumes operation, it will not provide anywhere close to the funding needed to protect the natural, cultural and historic resources of Oconee County;

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South Carolina Native Plant Society
Name of Organization

P.O. 459 Pikes, SC 29671
Address of Organization

Rick Huffman
Print Name

Rick Huffman
Signature

11/13/05
Date

President
Position

864-901-7583
Contact Information

WHEREAS, the South Carolina Conservation Bank is currently not operating because of the economic crisis and the actions of the General Assembly;

WHEREAS, when the South Carolina Conservation Bank resumes operation, it will not provide anywhere close to the funding needed to protect the natural, cultural and historic resources of Oconee County;

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The American Chestnut Foundation

Name of Organization

9600 Zillica Street, Suite D, Asheville, NC 28801

Address of Organization

Bryan Burkans

Print Name

By Bl

Signature

10-24-09

Date

President & CEO

Position

828 989-8040

Contact Information

WHEREAS, the South Carolina Conservation Bank is currently not operating because of the economic crisis and the actions of the General Assembly;

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More Sun Custom Woodworking
Name of Organization

to 3 Charlie Cobb, Rd. Mountain Rest, Sc 29664
Address of Organization

More Sun Energy Consulting
More Sun Designs Home Decor
The Eco

Chanda Morrison
Print Name

Chanda Morrison
Signature

8/28/09
Date

Vice President
Position

617-11669 (office)
Contact Information

Stephen Morrison

Thanks for Don's List!

RESOLUTION SUPPORTING ESTABLISHMENT OF THE OCONEE COUNTY CONSERVATION BANK

WHEREAS, no other county in South Carolina and few places in the United States have such an extraordinary array of natural, cultural and historic resources as Oconee County;

WHEREAS, the description of Oconee County as South Carolina's "golden corner" is well deserved;

WHEREAS, the natural, cultural and historic resources of Oconee County provide economic benefits of incalculable value because they attract tourists to the County;

WHEREAS, the natural resources of Oconee County, including its high quality soils and clean waters, are the foundation of the forestry and agricultural industries in the County;

WHEREAS, many natural, cultural and historic resources of Oconee County are threatened by future development;

WHEREAS, according to a growth projection study conducted by Dr. Craig Campbell and the Strom Thurmond Institute at Clemson University, the amount of developed land in Oconee County will increase from 13,900 acres in 1990 to 124,139 acres in 2030 if current trends continue;

WHEREAS, continued growth and development are essential to keep the economy strong and to provide good jobs for the citizens of Oconee County, but the patterns of such growth and development must be changed;

WHEREAS, the citizens of Oconee County have demonstrated their overwhelming support for commitment to the conservation of natural, cultural and historic resources in the recent campaign to protect Stumphouse Mountain and Issaqueena Falls;

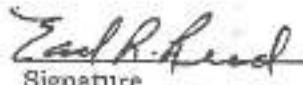
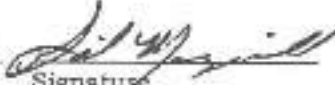
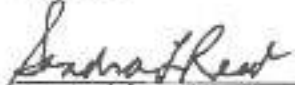
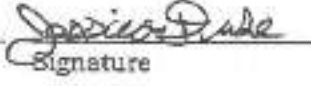
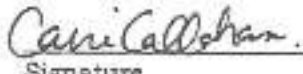

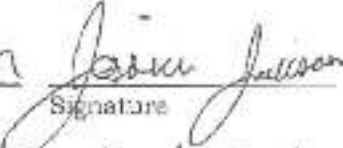
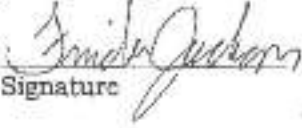
WHEREAS, through the South Carolina Conservation Bank, the State provides a relatively modest amount of funding for conservation projects in the State;

WHEREAS, the South Carolina Conservation Bank is currently not operating because of the economic crisis and the actions of the General Assembly;

WHEREAS, when the South Carolina Conservation Bank resumes operation, it will not provide anywhere close to the funding needed to protect the natural, cultural and historic resources of Oconee County;

WHEREAS, Oconee County itself must provide a significant and dedicated source of funding for the protection of its natural, cultural and historic resources through either fee simple acquisition or conservation easements;

NOW, THEREFORE, BE IT RESOLVED that the following individuals, who live or work in Oconee County, do hereby urge Oconee County Council to take immediate steps to establish and administer an Oconee County Conservation Bank in order to provide a dedicated source of funding of no less than \$1 million per year for the protection of the County's natural, cultural and historic resources.

10/24/09	Earl Reed		206 Creekwood Ln. West Union, SC 29696
Date	Print Name	Signature	Address
10-24-09	GAIL MacCausil		132 Riggs Avenue Westminster, SC 29696
Date	Print Name	Signature	Address
10-24-09	Sandra Reed		206 Creekwood Ln West Union SC 29696
Date	Print Name	Signature	Address
10-24-09	Jessica Duke		195 Heritage Dr. Walhalla, SC 29691
Date	Print Name	Signature	Address
10-24-09	Cari Callahan		403 Welburn Rd. West Union, SC 29696
Date	Print Name	Signature	Address
10-24-09	Sheila Smith		286 Jocassee Lake Rd 29676
Date	Print Name	Signature	Address
10/24/09	Jessie Jaxon		270 Johnson St 29693
Date	Print Name	Signature	Address
10/24/09	Fr. ndia Jackson		270 Johnson St. West Union, SC 29693
Date	Print Name	Signature	Address

WHEREAS, when the South Carolina Conservation Bank resumes operation, it will not provide anywhere close to the funding needed to protect the natural, cultural and historic resources of Oconee County;

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9/12	George Kern		Tadpole, SC. 807 Hickory Tr
Date	Print Name	Signature	Address
9/12	Francis Richardson		Westminster SC
Date	Print Name	Signature	Address
9/12	Cleve Phillips		2449 Long Creek Hwy Westminster SC
Date	Print Name	Signature	Address
9/12	Elizabeth Luffon		1803 Shatchil Dr Wahalla
Date	Print Name	Signature	Address
9/12	Selina Blank		114 Steve Nix Rd
Date	Print Name	Signature	Address
9/12	Danny Rozess		121 Cheyenne Dr. Wahalla
Date	Print Name	Signature	Address
9/12	DONALD CRAPS		725 Winding River Rd. Mtn. Rest.
Date	Print Name	Signature	Address
9/12	Mitzi Craps		725 Winding River Rd. Mtn Rest
Date	Print Name	Signature	Address

**RESOLUTION SUPPORTING ESTABLISHMENT OF
THE OCONEE COUNTY CONSERVATION BANK**

<u>9/12</u>	<u>BETTY McGowan</u>	<u>Betty McGowan</u>	<u>502 Liprechan Ln</u>
Date	Print Name	Signature	Address
<u>9/12</u>	<u>Lynda Claba</u>	<u>Lynda Claba</u>	<u>Doyle St, Westminster</u>
Date	Print Name	Signature	Address
<u>7/12</u>	<u>Julie Dalen</u>	<u>Julie Dalen</u>	<u>109 Wood Valley Dr.</u> Westminster
Date	Print Name	Signature	Address
<u>9/12</u>	<u>Mark Brian</u>	<u>Mark Brian</u>	<u>1705 Dalrymple Rd</u> Anderson SC
Date	Print Name	Signature	Address
<u>9/12</u>	<u>Teresa Fannon</u>	<u>Teresa Fannon</u>	<u>2451 Owens rd Seneca</u>
Date	Print Name	Signature	Address
<u>9/12</u>	<u>Mary Collins</u>	<u>Mary Collins</u>	<u>920 Cliftona Ridge</u> Mt Rest 29664
Date	Print Name	Signature	Address
<u>9/12</u>	<u>Laura Reed</u>	<u>Laura Reed</u>	<u>182 Pine Cliff</u> Seneca
Date	Print Name	Signature	Address
<u>9/12</u>	<u>T.S. Benington</u>	<u>T.S. Benington</u>	<u>554 E. Bennett R.</u>
Date	Print Name	Signature	Address
<u>9-12</u>	<u>Fran Willimon</u>	<u>Fran Willimon</u>	<u>Westminster SC</u> 29693 210 Adams St
Date	Print Name	Signature	Address
<u>9-12</u>	<u>Rebecca H DeFoor</u>	<u>Rebecca H DeFoor</u>	<u>Westminster, SC</u> 29643
Date	Print Name	Signature	Address
<u>7-12</u>	<u>Sally Long</u>	<u>Sally Long</u>	<u>1760 Elm Hill Rd, Westminster SC</u> 29673
Date	Print Name	Signature	Address
<u>9-12</u>	<u>Neanna DeFoor</u>	<u>Neanna DeFoor</u>	<u>310 Retreat St Westminster,</u> SC 29673
Date	Print Name	Signature	Address

RESOLUTION SUPPORTING ESTABLISHMENT OF THE OCONEE COUNTY CONSERVATION BANK

<u>9/12/09</u> Date	<u>Stephanie Harris</u> Print Name	<u>Stephanie Harris</u> Signature	<u>110 Augusta St. Westminster SC</u> Address 29693
<u>9/12/09</u> Date	<u>Cindy Duncan</u> Print Name	<u>Cindy Duncan</u> Signature	<u>350 Hall Rd. Westminster, SC</u> Address 29693
<u>9/12/09</u> Date	<u>Louise McClure</u> Print Name	<u>Louise McClure</u> Signature	<u>781 Spad Farm Rd. Westminster,</u> Address SC 29693
<u>9/12/09</u> Date	<u>KATE KELLEY</u> Print Name	<u>Kate Kelley</u> Signature	<u>1218E Millway Seneca 29678</u> Address
<u>9/12/09</u> Date	<u>Kevin Kelley</u> Print Name	<u>Kevin Kelley</u> Signature	<u>26 Bellvue Way Seneca 29678</u> Address
<u>9/12/09</u> Date	<u>DENEE PAYNE</u> Print Name	<u>Denee Payne</u> Signature	<u>111 Anderson Ave Westminster</u> Address 29693
<u>9/12/09</u> Date	<u>SCOTT PAYNE</u> Print Name	<u>Scott Payne</u> Signature	<u>111 Anderson Ave Westminster</u> Address 29693
<u>9-12-09</u> Date	<u>Dekoran Richards</u> Print Name	<u>Dekoran Richards</u> Signature	<u>519 Ivy Spring Ct. Seneca,</u> Address 29678
<u>9-12-09</u> Date	<u>Rolana C. Lee</u> Print Name	<u>Rolana C Lee</u> Signature	<u>208 W N Ave 29693</u> Address
<u>9/12</u> Date	<u>Xuzhe White</u> Print Name	<u>Xuzhe White</u> Signature	<u>175 Homeland Dr. Mt Rest</u> Address 29664
<u>9/12</u> Date	<u>Janet Marsh</u> Print Name	<u>Janet Marsh</u> Signature	<u>130 Cane Creek Hubon Rd</u> Address Seneca 29672
<u> </u> Date	<u> </u> Print Name	<u> </u> Signature	<u> </u> Address

WHEREAS, when the South Carolina Conservation Bank resumes operation, it will not provide anywhere close to the funding needed to protect the natural, cultural and historic resources of Oconee County;

WHEREAS, Oconee County itself must provide a significant and dedicated source of funding for the protection of its natural, cultural and historic resources through either fee simple acquisition or conservation easements;

NOW, THEREFORE, BE IT RESOLVED that the following individuals, who live or work in Oconee County, do hereby urge Oconee County Council to take immediate steps to establish and administer an Oconee County Conservation Bank in order to provide a dedicated source of funding of no less than \$1 million per year for the protection of the County's natural, cultural and historic resources.

8/1/09	William Ebeling		612 N Flagship Dr Salom 29676
8/1/09	GEORGE BLANSHARD		10 CREST DR Salom, SC 29676
8-1-09	BOB ASHCRAFT		211 TIMBERLINE RD WALHALLA SC 29691
8/1/09	Helen R Grewe		156 Honeywood Dr Walhalla SC 29696
8/1/09	Melody Shealy		210 Twin Oak Cr. Walhalla, SC
8/1/09	Frank S Hardy		210 Twin Oak Dr Walhalla, SC
8/1/09	Anna Taylor LeMay		150 Wade Taylor Rd. W. Walhalla 29696
8/1/09	David Lyle		310 Falcons Nest Rd Walhalla

**RESOLUTION SUPPORTING ESTABLISHMENT OF
THE OCONEE COUNTY CONSERVATION BANK**

8/1/09	ROBERT E WILLIAMS JR.	<i>[Signature]</i>	245 BONNIER RD. MT REST. SC 27664
Date	Print Name	Signature	Address

8/1/09	Liz Kuemmerer	<i>[Signature]</i>	POB 41 Mtn. Rest, SC 29664
Date	Print Name	Signature	Address

_____	_____	_____	_____
Date	Print Name	Signature	Address

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Date	Print Name	Signature	Address

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Date	Print Name	Signature	Address



Conservation Easements
Presented to County Council on December 1, 2009

Prepared by Donna Linsin
985-0496

You have just heard a presentation from Oconee Forever on conservation easements. What you have heard tonight is only one side of the issue of setting aside land for easements. There is also another side of this issue and I encourage Council to carefully weigh and consider both sides before they decide whether they should form a public/private partnership with this special interest group.

When you begin working on next year's budget, you will be provided with information as to how much revenue will be from property taxes and this amount will be considered to be one revenue source for county operations. When conservation easements are bought, the revenue from the tax rolls is reduced including the fair market value of the property that is removed or reduced. Purchasing conservation easements causes Council to have to make up this shortfall in the tax revenue. The only way to make the numbers work when this happens is to increase taxes or to cut spending.

The following figures were taken from the South Carolina Conservation Land Bank's website. The county has 3,359 acres of land already in conservation easements including 2,399 acres that have been purchased for \$4.6 million with a fair market value of \$13.6 million. Much of the 2,399 acres either has limited access, moderate access, or minimal access. If county and state monies are being used to put these lands in conservation easements, why is the public being limited in access to these lands? How much money did taxpayers have to pay to make up for the shortfall in property taxes when 3,359 acres were purchased and removed or received a reduction in the tax rolls?

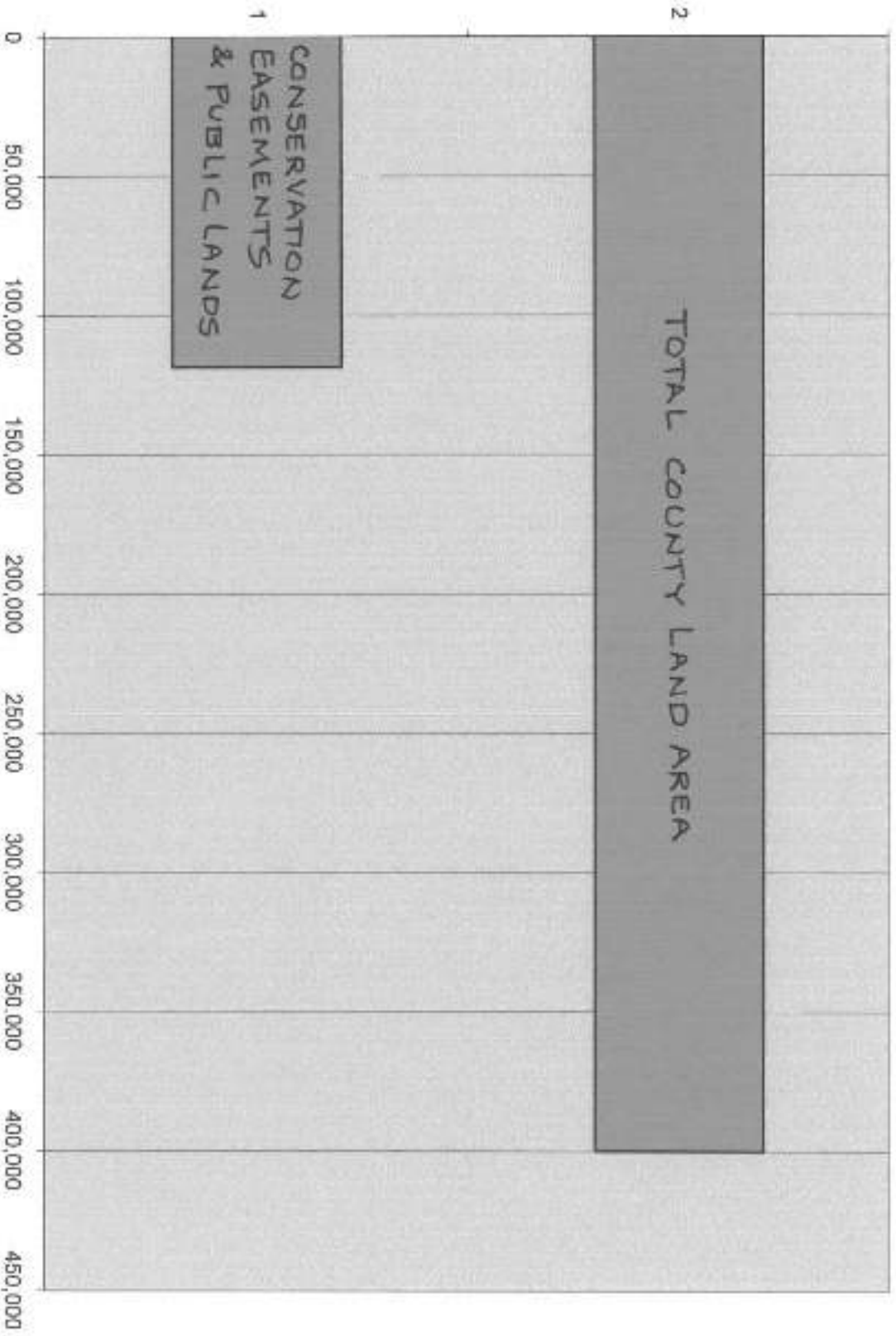
Not only does the county have the 3,359 acres tied up in conservation easements, but according to the 2004 Comprehensive Plan, the Sumter National Forest, Clemson University, State of South Carolina, local government and Army Corp of Engineers hold approximately 115,361 acres of property that comprises

27% of the taxable land in the county. Just think that 27% of the land in Oconee County is not taxable. Including the conservation easements plus federal, state, and county lands, the total acres that are affected on our tax roll is 118,720 acres. This means that we are locked into not being able to use 30% of the land in the county.

Land purchase money is already collected through documentary stamps at the rate of \$1.85 for every \$500 of purchased price for conservation easements. Need we pay more?

How much more land do these special interest groups want to remove from our tax rolls and out of production? Have these special interest groups ever stated what their limit on conservation easements will be? What will the projects of these groups going to cost taxpayers?

Land Use by Acreage



Series 1

Prepared by: Donna Linsin

Designated Land
Usage in Oconee
County

Number of Acres Designated by Federal, State, Local Government, & Army Corp of Engineers per 2004 Comprehensive Plan Plus Conservation Easements	625 Square Miles of Land in the County = 625 Sq. Miles X 640 Acres in a Square Mile = Number of Acres in County
118,720	400000

OCONEE COUNTY

7/23/2009

Date Formed: 1868
Land Area (square miles): 625
County Seat: Walhalla
Other Cities and Towns:
 Salem, Seneca, West Union, Westminster
Form of Government: Council-Administrator
Council Members: 5
Method of Election: Single Member
Term Length: 4 years
Council of Government: Appalachian



County History

Oconee County, which was formed in 1868 from Pickens County, takes its name from an Indian word. This area in the northwest corner of the state on the edge of the Blue Ridge Mountains was home to several Indian tribes, including the Creeks and the Cherokees, but the Indians gave up their lands in treaties signed in 1777 and 1785. After the American Revolution, settlers from other parts of the state began moving in, including the Germans from Charleston who founded the town of Walhalla in 1850. In 1856 work began on a tunnel for the Blue Ridge Railroad that would have linked Charleston with Knoxville, Tennessee, but the Civil War ended that project; the unfinished Stumphouse Tunnel can still be seen today. Several Revolutionary War heroes moved to present day Oconee County after the war, including Andrew Pickens (1739-1817), Robert Anderson (1741-1813), and Benjamin Cleveland (1738-1806).

Population Trends

	<u>Value</u>	<u>Rank</u>		<u>Value</u>	<u>Rank</u>
Population 1980:	48,611	21	Numeric Change 1980-2000:	17,804	14
Population 1990:	57,494	20	Numeric Change 2000-2008:	5,059	17
Population 2000:	68,215	20	Avg. Ann. Growth Rate 1980-2000:	1.81%	10
Population Estimate 2007:	70,660	18	Avg. Ann. Growth Rate 2000-2008:	0.86%	17
Population Estimate 2008:	71,274	18	Percent Change 2006-2008:	0.86%	18
Persons Per Square Mile 2008:	114.0	20			

Economic Data

	<u>Value</u>	<u>Rank</u>		<u>Value</u>	<u>Rank</u>
Jobs 1980:	19,203	20	Personal Income (PI) 2007:	\$2,238,126	17
Jobs 1990:	26,795	17	Avg. Ann. Growth Rate (PI) 1989-2007:	8.2%	9
Jobs 2000:	27,827	18	Per Capita Personal Income 2007:	\$31,875	10
Jobs 2006:	24,128	19	% of U.S. PCPI 2007:	82%	8
Jobs 2007:	24,372	19	Average Wage Per Job 2007:	\$35,601	11
Numeric Change Jobs 2006-2007:	244	21	% of U.S. Avg. Wage Per Job 2007:	81%	11
Avg Ann Growth Rate Jobs 1980-2000:	2.25%	13	Unemployment Rate 2007:	7.5%	26
Avg Ann Growth Rate Jobs 2000-	-1.77%	38	Avg. Unemployment 1998-2007:	6.0%	28

Tax Data

	<u>Value</u>	<u>Rank</u>		<u>Value</u>	<u>Rank</u>
Assessed Property 2007:	\$457,165,825	14	Per Capita Assessed Property 2007:	\$8,904	5
County Base Millage Rate 2008:	0.0695	36	Additional Sales Tax (if applicable)		
Value of One Mil 2008:	\$438,081	14	Local Option Sales Tax:		
Millage Cap FY10:	4.7%	18	Capital Projects Sales Tax:		
Net Taxable Sales FY07:	\$577,178,974	19	School District Sales Tax:		
Admissions Tax Collected FY07:	\$120,902	19	Transportation Sales Tax:		
Accommodations Tax Collected	\$128,996	20			

Financial & Employment Data

	<u>Value</u>	<u>Rank</u>		<u>Value</u>	<u>Rank</u>
Total Revenues FY07:	\$47,220,606	19	Per Capita Revenues FY07:	\$713	18
Total Expenditures FY07:	\$39,780,286	18	Per Capita Expenditures FY07:	\$601	19
General Fund Budget FY09:	\$42,188,936	14	Per Capita General Fund Budget FY09:	\$637	7

Total Debt Outstanding FY08:	\$12,429,658	22	Per Capita Debt Outstanding FY08:	***
Payroll FY 2008:	\$15,781,748	17	Credit Rating(s) FY08	
Full-Time Employees FY09:	415	18	Moody's:	A1
Part-Time Employees FY09:	52	27	Standard & Poor:	A+
Full Time Emp/1,000 Cnty Residents:	6.27	21	Fitch:	AA-

updated 7/23/2009

Land Use Element

Introduction

"This element deals with the development characteristics of the land. It considers existing and future land use by categories including residential, commercial, industrial, agricultural, forestry, mining, public and quasi-public, recreation, parks, open space and vacant and undeveloped land. All previous categories influence the land use element. The findings, projections, and conclusions from each of the previous six elements will influence the amount of land needed for various uses" (South Carolina State Comprehensive Planning Guide).

Existing Conditions

Background

Oconee County covers approximately 670 square miles of land, which is equivalent to 428,800 acres. Including Sumter National Forest and Clemson University property, approximately 25% of the county is dedicated to forest or timberland accounts. Of this timber acreage, Crescent Timber Company is the largest landholder. Crescent Resources is moving from the timber industry into the real estate business, and has begun selling their properties. Most of this land will be developed with single-family residential land use. Approximately 25% of the county land area is in the Blue Ridge Mountains with the remainder of the county in the Piedmont region. The Sumter National Forest, Clemson University, State of South Carolina, local government and Army Corps of Engineers hold approximately 115,361.79 acres of property that comprises 27% of the taxable land in the County.

Table LU-1

Land Use	Total Acres	Approximate Percent of Total Acres
Agricultural	219,420	51.2
Commercial Farm	17,122.63	4.0
Residential	25,000.00	6.0
Commercial	1,588.06	.4
Industrial	1,734.44	.4
Utility	7,948.64	2.0
National Forest	79,414.68	18.5
Corps of Engineers	24,242.42	5.7
Clemson University	3,756.05	.9
Water Areas	48,573.08	11.3

Preparer: Donna Linsin
P. O. Box 7
Richland SC 29675

Conservation Easement
Land Bank for
Oconee County

985-0496

Location	Acres	Conserv. Bond Funds	Fair Market Value	Public Access
Stumphouse Mountain	440	1227150	2418000	Open
Tokeena Crossroads	1086	2714934	5384626	Closed
Lake Jemiki	129	154950	1337000	Limited Minimal Access
Fall Creek Chattooga	94	47000	514400	Limited Minimal Access
Rocky Fork Farm	132	136500	19439	Moderate Access Limited
Kenny Cain Access	114	14500	455200	Limited Minimal Access
Chattooga Valley Farms	132	132000	1756000	Limited Moderate Access
Todd Farms	272	154763	1736000	Limited Minimal Access
SUB-TOTAL	2399	4581797	13620665	
Chau Ram Expansion	122			
Richard M. Garrett	122			
Harry & Victoria S. Graham	55			
Rose Hill Farm	336			

Location	Acres	Conserv. Fund Bond	Fair Market Value	Public Access
Rainey Walters	81			
James Farms	244			
Total Acres in Land Bank in Oconee Cnty.	3359			



[Back to Property Directory](#)

Property: Stumphouse Mountain

Year of Grant:	2007
County:	Oconee
Acres Conserved:	440
Type:	Conservation Easement
Grant Recipient:	Upstate Forever
Conservation Bank Funds:	\$ 1,227,150
Fair Market Value:	\$ 2,418,000
Public Access:	Open

Property Description

The Stumphouse Mountain property is 439 acres of forests, waters and wildlife habitat in the mountains of the Upstate. Along with two contiguous parcels, which are currently under contracts with conservation partners, Stumphouse Mountain will be an unparalleled public setting in the Upstate. This park will include connectivity to Stumphouse Tunnel, 3 watershed lakes, Isaquenna Falls, a Rail line path, and will adjoin the Sumter National Forest.

Property Map

A [map to the Stumphouse Mountain](#) has been provided in the Adobe PDF file format. Adobe® Reader® is required to open the above files and is available as a [free download](#) from the Adobe® Web site.



[Back to Property Directory](#)

Property: Tokeena Crossroads

Year of Grant:	2007
County:	Oconee
Acres Conserved:	1,078
Type:	Conservation Easement
Grant Recipient:	Oconee County Soil and Water Conservation District
Conservation Bank Funds:	\$ 2,714,934
Fair Market Value:	\$ 5,384,626
Public Access:	Closed

Property Description

This parcel of land is unique because it represents six different landowners and ten different parcels of land. It represents a true farming community in the Southern Piedmont of Oconee County. Development of this tract of land was imminent before funds were secured from the Conservation Bank and the Natural Resources Conservation Service. Together, these funds ensured the largest tract of farming land left in the county would continue to be used as farming land.

Property Map

A [map to the Tokeena Crossroads](#) has been provided in the Adobe PDF file format. Adobe® Reader® is required to open the above files and is available as a [free download](#) from the Adobe® Web site.



[Back to Property Directory](#)

Property: Lake Jemiki

Year of Grant:	2007
County:	Oconee
Acres Conserved:	129
Type:	Conservation Easement
Grant Recipient:	Upstate Forever
Conservation Bank Funds:	\$ 154,950
Fair Market Value:	\$ 1,337,000
Public Access:	Limited (Minimal access)

Property Description

Lake Jemiki is a biological hot spot with diverse habitat and species populations. There are three streams flowing into the lake and the creek that flows out is the source of Walhalla's drinking water. Over three fourths of the property borders the Sumter National Forest. The landowners were willing to donate 75% of the easement value in order to insure the protection of this property.

Property Map

A [map to the Lake Jemiki](#) has been provided in the Adobe PDF file format. Adobe® Reader® is required to open the above files and is available as a [free download](#) from the Adobe® Web site.



[Back to Property Directory](#)

Property: Fall Creek Chatooga

Year of Grant:	2005
County:	Oconee
Acres Conserved:	94
Type:	Conservation Easement
Grant Recipient:	Upstate Forever
Conservation Bank Funds:	\$ 47,000
Fair Market Value:	\$ 514,400
Public Access:	Limited



Property Description

This tract of land is located off of Scenic Highway 11 on the Chatooga Ridge. Fall Creek dissects this property and empties into the Chatooga River which has been rated a Top 10 Whitewater River in the US. There is an old gristmill on the property dating back to the early 1900's. This piece of property represents a significant inholding in the Sumter National Forest, and upon acquisition became part of the National Forest. The owner is willing to donate 75% of fair market value to the easement. There will be limited public access to the mill site for historic tours.

Property Map

A [map to the Fall Creek Chatooga Tract](#) has been provided in the Adobe PDF file format. Adobe® Reader® is required to open the above files and is available as a [free download](#) from the Adobe® Web site.



[Back to Property Directory](#)

Property: Rocky Fork Farm

Year of Grant:	2007
County:	Oconee
Acres Conserved:	132
Type:	Conservation Easement
Grant Recipient:	Upstate Forever
Conservation Bank Funds:	\$ 136,500
Fair Market Value:	\$ 1,439,000
Public Access:	Limited (Moderate access)

Property Description

Rocky Fork and Chattooga Valley Farms were offered together by one owner. The Chattooga Valley Farm offers breathtaking mountain views while the Rocky Fork Farm offers diverse wildlife and water resources for the city of Westminster. The Chattooga Valley Farm will operate as a sustainable agri-tourism business. Groucho Marx once owned the apple orchard. This site is also the darkest place in Oconee County and is used by the Clemson Area Amateur Astronomers Club. There will continue to be public access for the astronomers club as well as many walking trails and u-pick farms.

Property Map

A [map to the Rocky Fork Farm](#) has been provided in the Adobe PDF file format. Adobe® Reader® is required to open the above files and is available as a [free download](#) from the Adobe® Web site.

[Back to Property Directory](#)

Property: Kenny Cain Easement

Year of Grant:	2007
County:	Oconee
Acres Conserved:	113.8
Type:	Conservation Easement
Grant Recipient:	Oconee County Soil and Water Conservation District
Conservation Bank Funds:	\$ 145,000
Fair Market Value:	\$ 455,200
Public Access:	Limited

Property Description

Kenny Cain's land is part of the Conservation Bank's ongoing effort to save small farms in South Carolina. Mr. Cain received matching funds from the Federal Ranch Land Protection Program. Thanks to these organizations this will continue to be a working family farm for future generations.

Property Map

A [map to the Kenny Cain Easement](#) has been provided in the Adobe PDF file format. Adobe® Reader® is required to open the above files and is available as a [free download](#) from the Adobe® Web site.



[Back to Property Directory](#)

Property: Chatooga Valley Farms

Year of Grant:	2007
County:	Greenville
Acres Conserved:	132
Type:	Conservation Easement
Grant Recipient:	Upstate Forever
Conservation Bank Funds:	\$ 132,000
Fair Market Value:	\$ 1,756,000
Public Access:	Limited (Moderate access)

Property Description

Rocky Fork and Chatooga Valley Farms were offered together by one owner. The Chatooga Valley Farm offers breathtaking mountain views while the Rocky Fork Farm offers diverse wildlife and water resources for the city of Westminster. The Chatooga Valley Farm will operate as a sustainable agri-tourism business. Groucho Marx once owned the apple orchard. This site is also the darkest place in Oconee County and is used by the Clemson Area Amateur Astronomers Club. There will continue to be public access for the astronomers club as well as many walking trails and u-pick farms.

Property Map

A [map to the Chatooga Valley Farm](#) has been provided in the Adobe PDF file format. Adobe® Reader® is required to open the above files and is available as a [free download](#) from the Adobe® Web site.



[Back to Property Directory](#)

Property: Todd Farms

Year of Grant:	2007
County:	Oconee
Acres Conserved:	272
Type:	Conservation Easement
Grant Recipient:	Upstate Forever
Conservation Bank Funds:	\$ 154,763
Fair Market Value:	\$ 1,736,000
Public Access:	Limited (Minimal access)

Property Description

Todd Farms adjoins the Oconee Station Historic Site managed by the South Carolina Department of Parks, Recreation and Tourism. This tract of land also adjoins the Sumter National Forest. There is .7 miles of frontage along Oconee Creek and a valuable scenic overlook. Todd Farms is also part of the Old Great Cherokee Trail, which extended from what is present day Charleston to the Mississippi River. Without assistance from the Conservation Bank, development of this property would have been imminent.

Property Map

A [map to the Todd Farms](#) has been provided in the Adobe PDF file format. Adobe® Reader® is required to open the above files and is available as a [free download](#) from the Adobe® Web site.

Eye-balling

I-85 Sewer

- **Background**
- **The Money**
- **I-85 Proposal**
- **Hi-jinks**
- **My Request**

Oconee County:

**has been a unique example
of highly efficient
government service
providing
sewer to its citizens**

**Thirty years
Oconee County Sewer
has successfully operated
as an
Enterprise Fund**

**without taxpayer money
funded only by user fees,
grants and bond money**

**Countywide our citizens,
commerce and industry
have paid for their own
water and sewer
with user fees and grants
and, in that process, have
provided all our jobs.**

Users Pay for Sewer and upgrades

- **Seneca**
- **Walhalla**
- **Westminster**
- **Keowee Key**
- **Chickasaw Point**
- **Rural residents pay for their septage**
- **Duke Energy pays for Duke sewer**

SWAG [and modifications]

- **Provides developers and property owners with means to acquire sewer**
- **Disregards Planning Commission**
- **Disregards Comprehensive Plan**
- **Disregards Master Infrastructure Plan**
- **Commits \$610,000 in annual taxes**

OJRSA [Oconee Joint Regional Sewer Authority]

- **2006 Court ruled no taxing for sewer**
- **2007 state law created for OJRSA**
- **2008 County Council signed \$28 million in sewer assets to OJRSA**
- **2008 County Council “contracted” tax of \$610,000 paid annually to OJRSA**
- **2009 Council agrees to pay “excessive costs” of OJRSA handling waste water**
- **Rural residents have NO representative vote on any action taken by OJRSA**

Delegation Responsibility

" enacting the Joint Authority Water and Sewer Systems Act this summer.

Sandifer said the legislation was pushed at the urging of the county, Sewer Commission and the cities bound by the Intergovernmental Sewer Agreement (SWAG).

Sandifer said there was a lot of political capital expended in getting the Joint Authority Act pushed through the South Carolina Legislature, including an override of Gov. Mark Sanford's veto of the measure. "

The Big Picture

- All city residents pay for sewer and now pay for sewer upgrades**
- Keowee Key and Chickasaw paid for their sewer and now pay for upgrades**
- Present industrial sewer charged and paid by users, now pay for upgrades**
- Taxpayers pay \$610,000 annually for CUE (capital upgrades expense)**

The Money

- **Delegation flim-flam and you pay tax \$610,000 annual capital upgrades**
- **OJRSA used capital reserves to pay off bonds owed by sewer customers**
- **Cities did not reduce sewer bills with bond repayment but continue to bill and hold funds as retained earnings**

Get it? Pile it on !

- **We pay our own sewer**
- **We pay capital upgrades, plus**
- **We pay 1.5 mils for \$610,000**
- **Now, this Council is asking us to pay for private Pioneer sewer and considering having us pay toward Pioneer water infrastructure**
- **We don't know who owns Pioneer**
- **Pioneer as a rural water district can claim ownership and control of all water and sewer infrastructure in its district**

Why ?

- **Cannot Pioneer pay for Pioneer?**
- **Anderson County pay for Anderson?**
- **Interstate users pay for Interstate?**
- **Fair Play pay for Fair Play?**

**Where are the data to show benefit,
need and justification for
sewer at I-85?**

I-85 Economic Data supporting sewer use and need

- **None**
- **Zip**
- **Nada**

**Yes, We Need Jobs
Yes, We have**

- **Paid available sewer capacity**
- **Available industrial sites**
- **Skilled labor**

Question:

**Do we have the common sense
to use resources we have
instead of taxing and spending
ourselves into oblivion?**

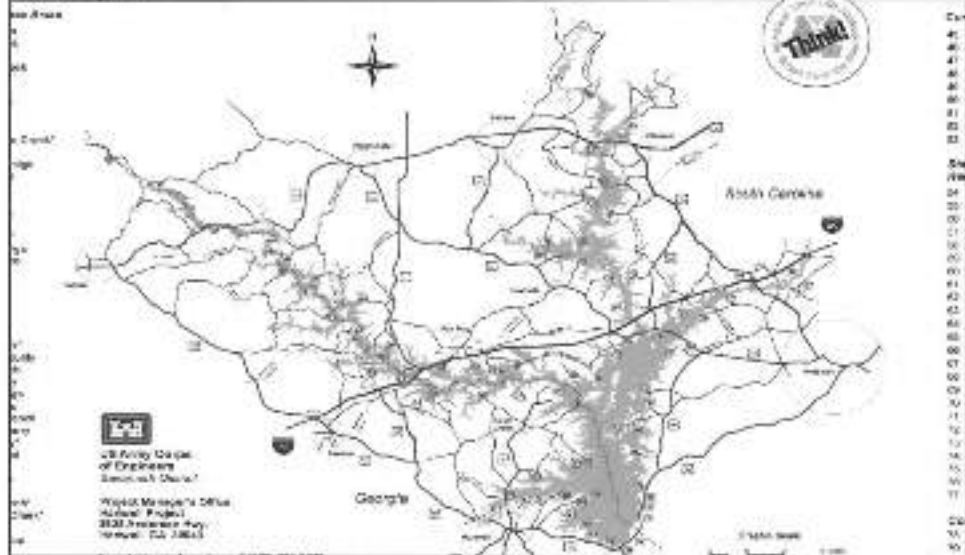
Sewer Capacity

- **Conoross 7.8 mgd capacity**
- **2 mgd current use**
- **5 mgd committed (flexible)**
- **5.8 mgd not currently used**
- **Excess capacity from industrial plants which have shut down**

**Look at a map
for one reason why
Oconee County
cannot justify
sewer at I-85
at this time**

Three I-85 Exits into the Lake

all Project



Exit 4 (third) – Anderson County



Eye-Balling

County taxpayers have been forced into paying millions of dollars in expense for undocumented need to support sewer at the southern end of the county

Georgia

What can I say?

Commerce, Major route 441

U of Georgia football traffic

Atlanta dragstrip traffic

Huge mall traffic

Lavonia and Hartwell

Major North-South state traffic

Access point to West side of Lake

Hi-jinks

- **No contact – Anderson Council**
- **Goldie owns truck stop sewer plant**
- **US Corps/DHEC cutting some permits**
- **Welcome Center has excess capacity**
- **Planning Commission to prioritize without background information**
- **Pioneer is a legislated private water and sewer district - We have no vote**

Requests:

- **Obtain verifiable economic data for multi-million-dollar projects**
- **Delete I-85 sewer from the 2010 county budget and include it later when you have economic data for Exit placement**

Taxing:

Allow taxpayers to make payments on property tax bills without forcing us to go through usury banksters on high-interest credit cards.

Thank You

For Listening

Susie Cornelius
December 1, 2009

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: December 7, 2009
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Second Reading of Ordinance 2009-23: An Ordinance to Amend the Zoning Enabling Ordinance Pursuant to a Citizen-Initiated Rezoning Request

BACKGROUND OR HISTORY:

The proposed Ordinance 2009-23 stems from a revised citizen-initiated rezoning request originally submitted by Mr. Gary McMahan and Mr. Lewis McMahan on May 26, 2009, which was accompanied by the signatures of 79% of the owners of the parcels proposed for rezoning. The original ordinance (2009-15) was removed from consideration by vote of Council on October 6, 2009. The new proposal will rezone a series of 58 parcels located in the Fairview Community area, near Lake Keowee, from the Control Free District (CFD). As submitted, 56 parcels would be rezoned as Traditional Rural District (TRD), and 2 parcels rezoned as Residential District (RD); 3 parcels proposed to be rezoned as Lake Residential District (LRD) in the original request will be resubmitted as part of another rezoning request at a later date. It should be noted that the revised request includes petitions from Crescent Resources proposing that 2 parcels be rezoned as Residential District (RD), which increases the percentage of supporting property owner signatures to approximately 84%. Council approved Ordinance 2009-23 on First Reading in Title Only on November 3, 2009.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Planning Commission reviewed and approved the rezoning request at their meeting on November 9, 2009.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]
If no, explain briefly: N/A

STAFF RECOMMENDATION:

Take Second Reading of Ordinance 2009-23, and schedule the required public hearing.

FINANCIAL IMPACT:

None Anticipated

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No
If yes, who is matching and how much: N/A

ATTACHMENTS

Copy of draft ordinance.

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Keith H. L.

Department Head/Elected Official

Approved for Submittal to Council:

J.E. Klugh
J.E. Klugh, Interim County Administrator
Kendra Brown

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

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2009-23**

AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council"), is authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the "Act"), codified in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended (the "Code") to adopt zoning regulations and districts; and,

WHEREAS, Oconee County Council has heretofore, by and through its Zoning Enabling Ordinance, 2007-18, finally adopted on November 6, 2008 (the "Zoning Enabling Ordinance", or "ZEO"), codified at Chapter 38 of the Oconee Code of Ordinances (the "Oconee County Code"), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

WHEREAS, subsequent to the adoption of the Zoning Enabling Ordinance, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

WHEREAS, in accordance with the Act and the Zoning Enabling Ordinance, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment's compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and by majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and recommends adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend the Zoning Enabling Ordinance, as codified at Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission and the public, and to otherwise ratify and reaffirm the Zoning Enabling Ordinance and other provisions of Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

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

1. Chapter 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:

A. The following parcels previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Traditional Rural District (TRD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the TRD in Chapter 38 of the Code.

Parcel (Tax Identification Number)

178-00-01-018
178-00-01-019
178-00-01-020
178-00-01-021
178-00-01-024
178-00-01-025
178-00-01-039
178-00-01-040
178-00-01-041
178-00-01-044
178-00-01-074
178-00-01-083
178-00-01-084
178-00-01-090
178-00-01-097
178-00-01-109
178-00-02-009
178-00-02-010
178-00-02-011
178-00-02-013
178-00-02-015
178-00-02-016
178-00-02-017
178-00-02-018
178-00-02-033
178-00-02-035
178-00-02-039
178-00-02-041
178-00-02-046
178-00-02-047
178-00-02-064
178-00-02-073
178-00-02-075
178-00-02-097
178-00-02-109

179-00-02-003
179-00-02-004
179-00-02-018
179-00-02-019
179-00-03-033
179-00-03-034
179-00-03-154
193-00-03-001
193-00-03-002
193-00-03-003
193-00-03-004
193-00-03-005
193-00-03-006
193-00-03-023
193-00-03-030
193-00-03-031
193-00-03-037
193-00-03-039
193-00-03-045
193-00-03-046
193-00-03-050
193-00-03-052

B. The following parcels previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Residential District (RD), and appropriately identified as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and all associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the RD in Chapter 38 of the Code.

Parcel (Tax Identification Number)

178-00-02-012
179-00-02-001

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. The Zoning Enabling Ordinance, Ordinance 2007-18, and Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

Passed and approved this ____ day of December 2009.

OCONEE COUNTY, SOUTH CAROLINA

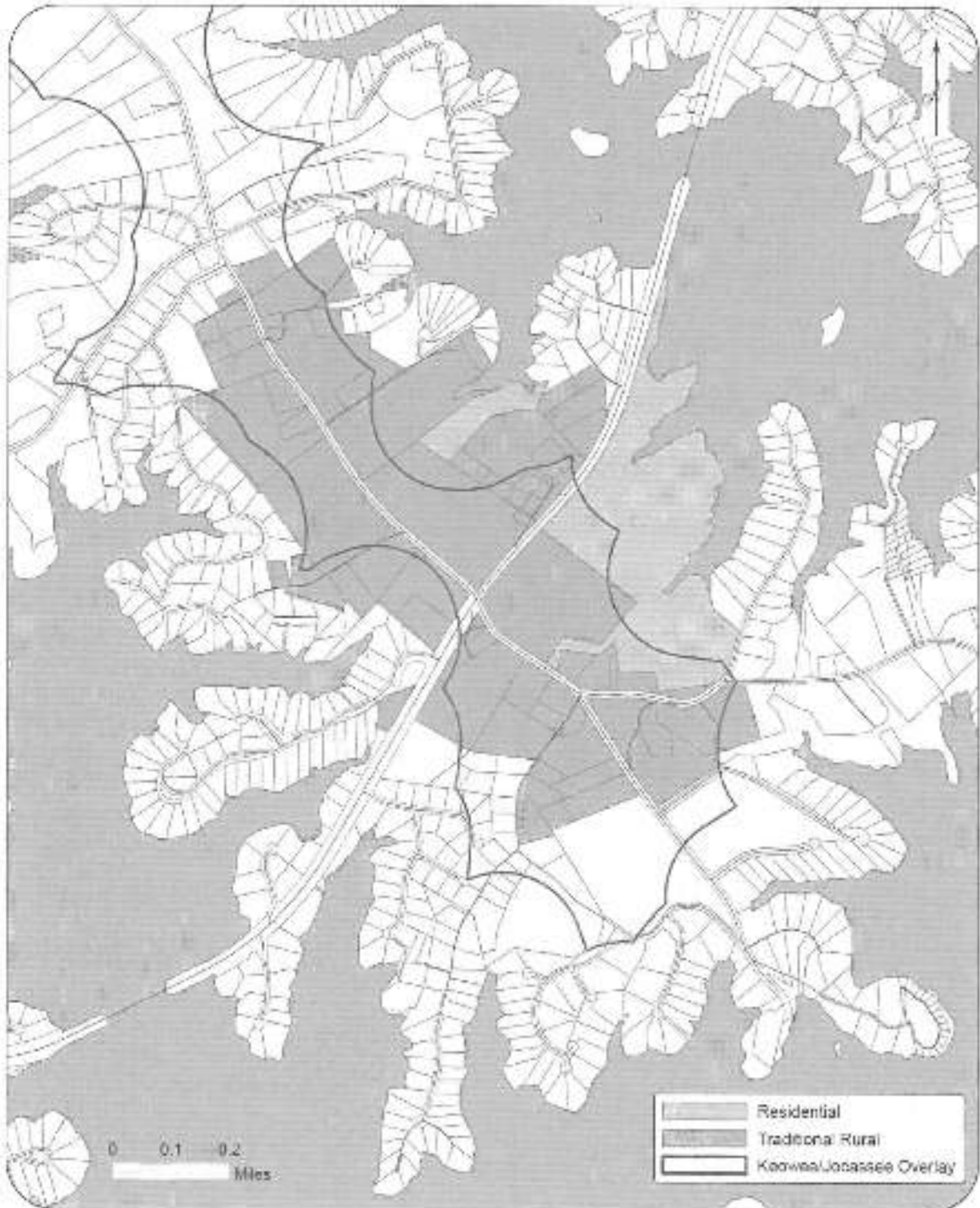
Reginald T. Dexter, Council Chairman
Oconee County, South Carolina

Attest:

Elizabeth G. Hulse
Clerk to Council

First Reading:	November 17, 2009 [in title only]
Second Reading:	December 1, 2009
Public Hearing:	December 15, 2009
Third & Final Reading:	December 15, 2009

APPENDIX A
Parcels Rezoned by Ordinance 2009-23





**STATE OF SOUTH CAROLINA
OCONEE COUNTY COUNCIL
ORDINANCE 2009-24**

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

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

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

WHEREAS, Greenfield Industries, Inc., a corporation duly incorporated under the laws of the State of South Carolina (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of the development of a facility which manufactures metal products in which the minimum level of taxable investment is not less than Eighteen Million Dollars (\$18,000,000) in qualifying fee in lieu of tax investment by the end of the fifth (5th) year following the year of execution of the Fee Agreement, all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the

inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

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

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and a Fee Agreement and to that end has, by its Resolution adopted on November 17, 2009, 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 Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax; and

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

WHEREAS, the Project will be located in a joint county industrial and business park with Pickens County.

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

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

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

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

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

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

(d) The Project will benefit the general public welfare of the County by providing

services, employment, recreation or other public benefits not otherwise provided locally;

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

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

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

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

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

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

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

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

Section 7. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provide copies thereof to the County.

Passed and approved this ____ day of December 2009.

OCONEE COUNTY, SOUTH CAROLINA

Reginald T. Dexter, Council Chairman
Oconee County, South Carolina

Attest:

Elizabeth G. Hulse
Clerk to Council

First Reading:	November 17, 2009 [in title only]
Second Reading:	December 1, 2009
Public Hearing:	December 15, 2009
Third & Final Reading:	December 15, 2009

FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

GREENFIELD INDUSTRIES, INC.
a State of South Carolina corporation

Dated as of December 1, 2009

The County and the Company hereby agree to waive, to the full extent allowed by law, the requirements of Section 12-44-55 with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act, and provides copies of all such filings to the County.

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FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of December 1, 2009, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and GREENFIELD INDUSTRIES, INC. (the "Company"), a corporation duly organized and existing under the laws of the State of South Carolina.

WITNESSETH:

Recitals.

The County is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property, to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to the Act, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its

general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the cost benefit analysis required by Section 12-44-40(H)(1)(c) demonstrates the benefits of the Project to the public are greater than the costs of the Project to the public.

Pursuant to an Inducement Agreement executed by the County on November 17, 2009 and by the Company on _____, 2009 (referred to herein as the "Inducement Agreement") authorized by a resolution adopted by the County Council on November 17, 2009 (referred to herein as the "Inducement Resolution"), the Company has agreed to expand, acquire and equip by construction, purchase, lease-purchase, lease or otherwise a facility for the manufacture of metal products (the "Facility") which is located in the County, which would consist of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures which will constitute the project (the "Project"). The Project in the Park (as hereinafter defined) in the County involves an initial taxable investment of at least \$18,000,000 in qualifying Economic Development Property (hereinafter defined) in the County.

Pursuant to an Ordinance adopted on December 15, 2009 (the "Fee Ordinance"), as an inducement to the Company to develop the Project and at the Company's request, the County Council authorized the County to execute and deliver this Fee Agreement which identifies the property comprising the Project as Economic Development Property (as defined in the Act) under the Act subject to the terms and conditions hereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County.

ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

"Act" shall mean Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Authorized Company Representative" shall mean any person designated from time to time to act on behalf of the Company by its President or one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President, one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.

"Authorized County Representative" shall mean the Chairman of County Council, Administrator of the County or their designee as evidenced by a written certificate of the Chairman of County Council or the County Administrator (hereinafter defined).

"Chairman" shall mean the Chairman of the County Council of Oconee County, South Carolina.

"Clerk to County Council" shall mean the Clerk to the County Council of Oconee County, South Carolina.

"Closing" or "Closing Date" shall mean the date of the execution and delivery hereof.

"Code" shall mean the Code of Laws of South Carolina, 1976, as amended.

"Company" shall mean Greenfield Industries, Inc., a South Carolina corporation duly qualified to transact business in the State.

"County" shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

"County Administrator" shall mean the Administrator of Oconee County, South Carolina.

"County Council" shall mean the Oconee County Council, the governing body of the County.

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the

the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

"Economic Development Property" shall mean all items of real and/or tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with its required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company.

"Equipment" shall mean all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment and fixtures constitute Economic Development Property and thus become a part of the Project under this Fee Agreement.

"Event of Default" shall mean any Event of Default specified in Section 5.6 of this Fee Agreement.

"Facility" shall mean any such facility that the Company may cause to be constructed, acquired, modified or expanded in Oconee County, South Carolina on the land acquired by, leased by or on behalf of the Company for the Project.

"Fee Agreement" shall mean this Fee Agreement.

"Fee Term" or "Term" shall mean the period from the date of delivery of this Fee Agreement

Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

"Improvements" shall mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Fee Agreement.

"Inducement Agreement" shall mean the Inducement Agreement entered into between the County on November 17, 2009 and the Company on _____, 2009 as authorized by the Inducement Resolution.

"Inducement Resolution" shall mean the resolution of the County Council adopted on November 17, 2009, authorizing the County to enter into the Inducement Agreement.

"Investment Period" shall mean the period commencing January 1, 2009 and ending on the last day of the fifth (5th) property tax year following the property tax year in which this Agreement is executed; or, the tenth (10th) property tax year following the property tax year in which this Agreement is executed if the County shall hereafter agree, pursuant to and in accordance with the Act, to extend the Investment Period.

"Park" shall mean the industrial and business park created by the Park Agreement.

"Park Agreement" shall mean the Agreement for Development of an Industrial/Business Park for Oconee County and Pickens County, as amended from time to time.

"Phase" or "Phases" in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

"Phase Termination Date" shall mean with respect to each Phase of the Project the day twenty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31, 2034 or December 31, 2039, if an extension of time in which to complete the Project is granted by the County at its discretion pursuant to Section 12-44-30(13) of the Act, as amended, but only if the County subsequently agrees to such a maximum number of years exceeding twenty and such agreement is approved by the county Council and reduced in writing.

"Project" shall mean such of the Equipment, Improvements, and/or Real Property located at the Facility, which constitutes eligible Economic Development Property and which is reported as such to the SC Department of Revenue on the appropriate forms.

"Real Property" shall mean the real property described in Exhibit A, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such shall become a part of the Project under the terms of this Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion,

determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement of any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Sections 4.6, 4.7 or 4.8 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

"Required Minimum Investment" shall mean that the Company shall be allowed to invest under and pursuant to the Fee Agreement not less than Eighteen Million Dollars (\$18,000,000) in qualifying, taxable investment by the end of the fifth (5th) year of such qualifying fee in lieu of tax investment in the Project occurring by the end of the fifth (5th) year after the year of execution of the Fee Agreement and such investment is maintained in accordance with the Act.

"State" shall mean the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The Project, as represented by the Company to the County, constitutes a "project" within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act. The Authorized County Representative is to take all administrative or managerial actions to be taken or consented to by the County pursuant to this Agreement.

(d) The benefits of the Project, based upon the representations of value by the Company and a cost benefit analysis performed by the Oconee County Economic Development Commission exceed the costs of the Project to the County.

Section 2.2 Representations of the Company. The Company hereby represents and warrants to the County as follows:

(a) The Company is duly organized and in good standing under the laws of the State of South Carolina, is qualified to do business in the State, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company organizational document or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a facility which manufactures metal products and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Company to expand or to locate the Project in the State.

(e) The Company anticipates that the cost of the project will be at least \$18,000,000 in qualifying Economic Development Property in the County on or before December 31, 2014.

(f) The Company will invest not less than Eighteen Million Dollars (\$18,000,000) in Economic Development Property (the "Required Minimum Investment") on or before December 31, 2014. Should such investment requirement not be met, the Company will lose the benefit of the Fee

Fee Agreement, and the Project will revert to normal tax treatment, pursuant to Section 12-44-140(B) of the Act and Section 4.2 hereof.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed and/or installed or made plans for the acquisition, lease, construction, expansion and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder, and provided that the Company may lose the benefit of this Fee Agreement if it does not meet the Required Minimum Investment.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2014. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due by it under the terms of this Fee Agreement, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project.

Section 3.3. Filings

(a) On or before May 1 of each year up to and including the May 1 immediately following the preceding December 31 of the year in which the completion of the Project has occurred, the Company shall provide the Oconee County Auditor with a list of all Project property as was placed in service during the year ended as of the prior December 31.

(b) The Company shall deliver to the Oconee County Auditor copies of all annual filings made with the Department with respect to the Project during the term of this Agreement, not later than thirty (30) days following delivery thereof to the Department.

(c) The Company shall cause a copy of this Agreement to be filed with the Oconee County Auditor, Oconee County Assessor and the Department within thirty (30) days after the date of execution and delivery hereof.

(d) The Company shall be responsible to the County (i) for filing annual tax reports to the South Carolina Department of Revenue, (ii) for computing the fee in lieu of tax owed to the County by the Economic Development Property and (iii) for paying the fee in lieu of tax to the County.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, and

50(A)(1) of the Act, and to meet the Required Minimum Investment, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all real and personal property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2014, or up to December 31, 2019, if an extension of time to complete the Project is granted by the County in its discretion pursuant to Section 12-44-30(13) of the Act, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 19 years using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each

December 31 of the year in which each Phase becomes subject to the Fee Agreement.

- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the nineteen years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.
- Step 3: Multiply the taxable values, from Step 2, by the millage rate in effect for the Project site on June 30, 2009, which the parties believe to be 216.7 mills (which millage rate shall remain fixed for the term of this Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the twenty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the level described in this Agreement for the investment in the Project without the express, written consent of the County.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the

County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Failure to Make Required Minimum Investment. Notwithstanding any other provision of this Agreement to the contrary, in the event that investment (within the meaning of the Act) in the Project has not exceeded \$18,000,000 in non-exempt (subject to the fee) investment, as required under Section 12-44-30 (13) of the Act by December 31, 2014, then, unless otherwise agreed to by the County, beginning with the payment due in 2015, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period will be

will be terminated at that point. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project through and including 2015 using the calculations described in this Section, over, (ii) the total amount of payments in lieu of ad valorem taxes actually made by the Company with respect to the Project through and including 2015. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided under State law for non-payment of ad valorem taxes.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act or any successor provision, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to twenty (20) (or, if greater, pursuant to subsequent written agreement with the

Section 4.7 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Agreement.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Section 4.4, hereof. Subject to the terms and provisions of this Agreement, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken

rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or a transfer in lieu thereof, and subject to Section 4.4, hereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

ARTICLE V

MISCELLANEOUS

Section 5.1 Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Provided, however, the Company may merge with or be acquired by another company so long as the surviving Company has a net asset value equal to or greater than that of the Company's net asset value.

Section 5.2 Indemnification Covenants; Fees and Expenses of County

(a) The Company shall and agrees to indemnify and save the County, its members, employees, officers, and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement.

The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County; the Company shall defend them in any such action, prosecution or proceeding.

(b) The Company further agrees to pay all reasonable and necessary expenses incurred by the County with respect to the preparation and delivery, and administration of this Agreement, including but not limited to attorneys fees and expenses.

Section 5.3 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers or neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or the County (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or

agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the Company, if the Company does provide such information to the County, if the Company will clearly and conspicuously mark such information as "Confidential" or "Proprietary", or both, then, in that event, prior to disclosing any confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. Notwithstanding the above, the Company agrees:

- (i) to maintain complete books and records accounting for the acquisition, financing, construction and operation of the Project. Such books and records shall permit ready identification of the components of the Project;
- (ii) confirm the dates on which each portions of the Project are placed in service; and
- (iii) include copies of all filings made by the Company with the Oconee County Auditor or the Department with respect to property placed in service as part of the Project.

Section 5.4 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company with the prior consent of the County, which consent will not unreasonably be withheld, so long as such assignment

assignment or sublease is made in compliance with Section 12-44-120 of the Act.

Section 5.5 Events of Default. The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to pay any other amounts due hereunder or to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Company to perform any of the material terms, conditions, obligations or covenants of the Company hereunder, other than those already noted in this Section 5.5 which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

(c) The Company shall file a voluntary petition seeking an order for relief in bankruptcy, or shall be adjudicated insolvent, or shall file any petition or answer or commence a case seeking any reorganization, composition, readjustment, liquidation or similar order for relief or relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of either of the Company or of the Project, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due.

Section 5.6 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (a) Terminate the Fee Agreement; or
- (b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement, including, without limitation, those actions previously specified in this Agreement.

In addition to all other remedies herein provided, the nonpayment of payments in lieu of taxes herein shall constitute a lien for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the South Carolina Code) relating to the enforced collection of ad valorem taxes to collect any payments in lieu of taxes due hereunder.

Section 5.7 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 5.8 Reimbursement of Legal Fees and Expenses. The Company agrees to reimburse or otherwise pay, on behalf of the County, any and all reasonable expenses not hereinbefore mentioned incurred by the County in connection with the Project. Further if the Company shall default under any of the provisions of this Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 5.9 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

Section 5.10 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have

previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Oconee County, South Carolina
415 South Pine Street
Walhalla, South Carolina 29691
Attention: County Administrator

AS TO THE COMPANY: Greenfield Industries, Inc.
2501 Davis Creek Road
Seneca, South Carolina 29678
Attention: W. A. McRoberts

WITH A COPY TO: J. Wesley Crum, III P.A.
233 North Main Street, Suite 200F
Greenville, South Carolina 29601
Attention: J. Wesley Crum III, Esquire

Section 5.11 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.12 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.13 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.14 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.15 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.16 Further Assurance. From time to time, and at the sole expense of the Company, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.17 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

Section 5.18 Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE

COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.19 Force Majeure. Except with respect to the timely payment of all fee in lieu of tax payments to the County hereunder and to the extent recognized by the Act, the Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Chairman and to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Reginald T. Dexter, Chairman of County Council
Oconee County, South Carolina

ATTEST:

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

GREENFIELD INDUSTRIES, INC.

By: _____
Its:

EXHIBIT A
LAND DESCRIPTION

The following table illustrates the impact of the Fee-in-Lieu for an investment of \$18.63 million in Oconee County with a 8% assessment rate and a 0.2167 millage rate (locked for the 20-year life of the agreement).

**Illustration of Fee-In-Lieu of Property Tax
Project Forward
Oconee County
6%, 20-Year Fee, Locked Millage, Normal Fee Schedule**

Year	ESTIMATED FEE SCHEDULES						Savings with Fee
	Taxes with Abatement ^a	Yr 1 Invest. 6,600,000	Yr 2 Invest. 6,030,000	Yr 3 Invest. 3,000,000	Yr 4 Invest. 3,000,000	Payment with Fee	
1	\$91,500	\$78,519				\$78,519	\$12,981
2	\$166,007	\$71,225	\$69,821			\$141,046	\$24,961
3	\$190,563	\$63,931	\$61,239	\$34,715		\$158,886	\$30,177
4	\$209,432	\$56,637	\$52,658	\$30,425	\$34,715	\$174,435	\$34,997
5	\$181,865	\$49,343	\$44,077	\$26,134	\$30,425	\$149,978	\$31,891
6	\$179,573	\$42,048	\$35,495	\$21,843	\$26,134	\$125,521	\$54,052
7	\$163,292	\$34,754	\$26,914	\$17,553	\$21,843	\$101,065	\$62,229
8	\$132,731	\$27,460	\$18,333	\$13,262	\$17,553	\$76,608	\$56,124
9	\$110,135	\$26,134	\$9,752	\$8,971	\$13,262	\$58,119	\$52,016
10	\$91,826	\$26,134	\$8,191	\$4,681	\$8,971	\$47,977	\$43,849
11	\$82,942	\$26,134	\$8,191	\$3,901	\$4,681	\$42,907	\$40,036
12	\$82,249	\$26,134	\$8,191	\$3,901	\$3,901	\$42,126	\$40,122
13	\$83,071	\$26,134	\$8,191	\$3,901	\$3,901	\$42,126	\$40,945
14	\$83,902	\$26,134	\$8,191	\$3,901	\$3,901	\$42,126	\$41,775
15	\$84,741	\$26,134	\$8,191	\$3,901	\$3,901	\$42,126	\$42,614
16	\$85,588	\$26,134	\$8,191	\$3,901	\$3,901	\$42,126	\$43,462
17	\$86,444	\$26,134	\$8,191	\$3,901	\$3,901	\$42,126	\$44,318
18	\$87,309	\$26,134	\$8,191	\$3,901	\$3,901	\$42,126	\$45,182
19	\$88,182	\$26,134	\$8,191	\$3,901	\$3,901	\$42,126	\$46,055
20	\$89,063	\$26,134	\$8,191	\$3,901	\$3,901	\$42,126	\$46,937
21	\$89,954		\$8,191	\$3,901	\$3,901	\$71,797	\$18,157
22	\$90,854			\$3,901	\$3,901	\$81,830	\$9,024
23	\$91,762				\$3,901	\$87,166	\$4,596
TOTALS	\$2,642,489	\$737,525	\$416,584	\$204,391	\$204,391	\$1,775,992	\$866,497

\$ 17,100,000	Taxable M&E	11%	Annual Depreciation	0.2167	Millage Rate
\$ 1,530,000	Land/Bldg*	90%	Max Total Depreciation	0.0724	County Abateable
\$ 18,630,000	Total Investment	6.00%	Assessment Rate	1.00%	Millage Growth Rate

*This assumes the value of real property (land and building) invested each year remains stable at \$1,530,000 for 23 years.
^aAll new manufacturing establishments or additions to existing manufacturing establishments in which an investment of \$50,000 or more is made, are entitled to a statutory abatement/exemption from county operating taxes for a period of 5 years from the year of investment. However, if a company enters into a FILOT, they may not take advantage of the abatement. In order to show the savings that are solely attributable to the FILOT, we have included the abatement in our annual tax schedule calculation for illustration purposes only.

Cost/Benefit Analysis
Project Forward
Oconee County

Project Data

New Building (Construction)	\$	1,530,000
Existing Building	\$	-
Land Cost	\$	-
Equipment (Less Pollution Control)	\$	17,100,000
Employees		85
Avg. Hourly Wage	\$	17.49
Avg. Salary	\$	34,980
Total Direct Payroll	\$	2,973,300

Project Multipliers

Income	1.00
Investment -- Construction	1.60
Investment -- Machinery	0.20

Employment Impacts

Employment -- Direct	85
Employment -- Indirect	0
<u>Total Employment Impact</u>	<u>85</u>

Net Costs

	<u>Year 1</u>	<u>20-Year NPV</u>
Local	\$ 49,387	\$ 685,151
<u>Total State & Local Costs</u>	<u>\$ 49,387</u>	<u>\$ 685,151</u>

Net Benefits

Local	\$ 205,049	\$ 840,993
Local Economy	\$ 8,638,663	\$ 29,358,885
<u>Total Local Benefits</u>	<u>\$ 8,843,712</u>	<u>\$ 30,199,878</u>

	Year 1	20-Year NPV
Local Government Costs		
Fee-in-Lieu of Property Taxes	\$ 36,902	\$ 542,127
MCP Split	\$ 2,538	\$ 15,169
Special Source	\$ -	\$ -
Gov't Services	\$ 2,544	\$ 212,218
Education Costs	\$ 8,303	\$ 115,637
Site Acquisition	\$ -	\$ -
Site Preparation	\$ -	\$ -
Site Utilities	\$ -	\$ -
Special Infrastructure	\$ -	\$ -
Equipment / Machinery	\$ -	\$ -
Special Development Financing	\$ -	\$ -
Consulting/ Special Studies	\$ -	\$ -
Waived Fees / Permits	\$ -	\$ -
Streamlined Approvals	\$ -	\$ -
Total Value of Costs	\$ 49,387	\$ 685,151
Local Government Benefits		
Taxes from existing building	\$ -	\$ -
Direct Property Taxes	\$ 253,772	\$ 1,516,905
New Residential Prop. Taxes		
Single family - (Owner occupied)	\$ 60	\$ 830
Single Family - (Rental)	\$ 24	\$ 329
Multi-family (Rental)	\$ -	\$ -
Prop. Taxes from New Autos	\$ 580	\$ 8,080
LOST from Const. Materials	\$ -	\$ -
LOST from Increase Retail Sales	\$ -	\$ -
LOST from Operational Supplies	\$ -	\$ -
Public Utilities	\$ -	\$ -
Total Value of Benefits	\$ 254,436	\$ 1,526,144
Net Local Benefits	\$ 205,049	\$ 840,993
Local Benefit/Cost Ratio	4:1	1:1
Local Economy Benefits		
Total Private Sector Benefits	\$ 8,638,663	\$ 29,358,885

Project Name: Project Forward
 County: Osage County
 Manufacturing (yes/no): Yes
 SIC: 32

Investment & Operations

New Building (Construction)	\$ 1,530,000	Project Multipliers	no
Existing Building	\$ -	Use Income Multiplier	1.00
Land Cost	\$ -	Investment -- Construction	1.60
Equipment (Lease Pollution Control)	\$ 17,100,000	Investment -- Machinery	0.20
Utilities (if publicly-owned)	\$ -	Employment (Total Jobs / Direct Jobs)	1.00
Annual estimated cost of operational supplies	\$ -	Average Annual Salary (State or County)	\$26,596

Employment

Employees	85	Employment Impacts	
Avg. Hourly Wage	12.09	Employment -- Direct	85
Avg. Salary	34,580	Employment -- Indirect	0
Total Direct Payroll	2,973,200	Total Employment Impact	85
Total Direct & Indirect Payroll	2,973,200	Discount Rate	6.50%
Percent New Residents	2%		

Taxes

Multi-county Park (Yes/No)	Yes
Economic Impact Zone (Yes/No)	Yes
Is fee in lieu of taxes offered	Yes
If FLDT, Assessment rate	6%
If FLDT, is millage levied (yes/no)	Yes
Special Source (%)	0%
Length (yrs.)	11

Local Government Com

Site Acquisition	\$ -	Year 1	Year 2	Year 3	Year 4	Year 5
Site Preparation	\$ -					
Site Utilities						
Special Infrastructure						
Equipment / Machinery						
Special Development Financing						
Consulting Services / Special Studies						
Waived Fees / Permits						
Streamlined Approvals						

General County Information

	71,274	County Population
	31,675	County Per Capita Income
\$	42,485,855	County Operating Budget (not including schools)
	596.09	Average Per Capita Cost for County Services
	0%	Local Option Sales Tax Rate (0, 1%, or 2%)
	1%	Multi-county Park Split
\$	1,000,476,000	Gross Retail Sales in County
\$	14,037	Per Capita Retail Sales
\$	0.44	Retail Sales per \$\$\$ of Income
	0.072	County Ordinary Millage
	0.144	Millage other than County Ordinary
	1.0%	Annual Millage Growth
\$	5,120	Assessed Value for Average Single Family Home
\$	7,680	Assessed Value of Rental Property
\$	-	Assessed Value of Multi-family housing
	79%	% Residents that Own
	21%	% Residents that Rent
	0%	% Residents in multi-family housing
	2.51	Average Number of Persons per Household
	0.54	Average Number of School Age Children Per Household
	9,045	Average Local Public School Cost Per Pupil
\$	3,293	Average State Cost Per Pupil
	3%	Inflation factor
\$	15,000	Average cost of an automobile
	50%	% Construction materials bought locally
	80%	% Operating materials bought locally

Private Benefits	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Payroll -- Direct	\$1,485,620	\$2,062,699	\$3,154,374	\$1,249,005	\$1,546,475	\$3,446,870	\$3,530,276	\$3,556,784	\$3,766,487	
Payroll -- Indirect	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rental activity (New Residents)	\$ 23,807	\$ 24,579	\$ 20,516	\$ 20,076	\$ 26,858	\$ 27,664	\$ 28,494	\$ 29,348	\$ 30,229	\$ 31,126
Retail activity (Additional Payroll)	0	\$ 654,242	\$ 1,351,856	\$ 1,371,811	\$ 1,412,966	\$ 1,455,355	\$ 1,499,015	\$ 1,543,986	\$ 1,590,305	\$ 1,638,015
New Building -- Direct	\$887,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New Building -- Indirect	\$887,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Machinery & Equipment -- Direct	\$3,420,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Machinery & Equipment -- Indirect	\$3,420,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Local Economy	\$ 8,638,663	\$ 2,142,471	\$ 4,419,671	\$ 4,552,261	\$ 4,688,829	\$ 4,829,491	\$ 4,974,379	\$ 5,123,610	\$ 5,277,318	\$ 5,435,638

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Value
\$	53,879,482	\$1,995,867	\$4,115,762	\$4,239,215	\$4,366,591	\$4,497,383	\$4,632,395	\$4,771,274	\$4,914,412	\$5,061,844	\$5,215,700
\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$	32,070	\$33,032	\$34,023	\$35,044	\$36,095	\$37,178	\$38,293	\$39,442	\$40,625	\$41,844	\$43,099
\$	1,697,155	\$1,737,770	\$1,789,900	\$1,843,600	\$1,898,908	\$1,955,875	\$2,014,551	\$2,074,968	\$2,137,237	\$2,201,355	\$2,267,341
\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$833,239
\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$833,239
\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,211,268
\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,211,268
\$	5,508,767	\$5,766,668	\$5,979,668	\$6,117,858	\$6,301,304	\$6,490,476	\$6,685,119	\$6,885,703	\$7,092,274	\$7,304,043	\$29,358,895

6	\$	1,530,000	\$	5,814,000	10.5%	10.5%	0.228	\$	175,626
7	\$	1,530,000	\$	3,913,000	10.5%	10.5%	0.230	\$	131,949
8	\$	1,530,000	\$	2,052,000	10.5%	10.5%	0.232	\$	87,382
9	\$	1,530,000	\$	1,710,000	10.5%	10.5%	0.235	\$	79,830
10	\$	1,530,000	\$	1,710,000	10.5%	10.5%	0.237	\$	80,628
11	\$	1,530,000	\$	1,710,000	10.5%	10.5%	0.239	\$	81,434
12	\$	1,530,000	\$	1,710,000	10.5%	10.5%	0.242	\$	82,249
13	\$	1,530,000	\$	1,710,000	10.5%	10.5%	0.244	\$	83,071
14	\$	1,530,000	\$	1,710,000	10.5%	10.5%	0.247	\$	83,902
15	\$	1,530,000	\$	1,710,000	10.5%	10.5%	0.249	\$	84,741
16	\$	1,530,000	\$	1,710,000	10.5%	10.5%	0.252	\$	85,588
17	\$	1,530,000	\$	1,710,000	10.5%	10.5%	0.254	\$	86,444
18	\$	1,530,000	\$	1,710,000	10.5%	10.5%	0.257	\$	87,309
19	\$	1,530,000	\$	1,710,000	10.5%	10.5%	0.259	\$	88,182
20	\$	1,530,000	\$	1,710,000	10.5%	10.5%	0.262	\$	89,063

Existing Building

Year	Real Property	Real Assessment	Total mills	Abated Mills	Applicable Millage	Property Tax Liability
1	\$ -	10.5%	0.217	0.0724	0.144	\$ -
2	\$ -	10.5%	0.219	0.073	0.146	\$ -
3	\$ -	10.5%	0.221	0.074	0.147	\$ -
4	\$ -	10.5%	0.223	0.075	0.149	\$ -
5	\$ -	10.5%	0.225	0.075	0.150	\$ -
6	\$ -	10.5%	0.228		0.228	\$ -
7	\$ -	10.5%	0.230		0.230	\$ -
8	\$ -	10.5%	0.232		0.232	\$ -
9	\$ -	10.5%	0.235		0.233	\$ -
10	\$ -	10.5%	0.237		0.237	\$ -
11	\$ -	10.5%	0.239		0.239	\$ -
12	\$ -	10.5%	0.242		0.242	\$ -
13	\$ -	10.5%	0.244		0.244	\$ -
14	\$ -	10.5%	0.247		0.247	\$ -
15	\$ -	10.5%	0.249		0.249	\$ -
16	\$ -	10.5%	0.252		0.252	\$ -
17	\$ -	10.5%	0.254		0.254	\$ -
18	\$ -	10.5%	0.257		0.257	\$ -
19	\$ -	10.5%	0.259		0.259	\$ -
20	\$ -	10.5%	0.262		0.262	\$ -

DOONES COUNTY



Economic Development Commission

COMMERCIAL DEVELOPMENT

November 19, 2009

Ken and Christy:

Here's the Cost Benefit Analysis (CBA) for Project Forward (Greenfield/Kennametal/Kennametal IPG) and the one page summary from the SC Department of Commerce on expected taxes/fees. The numbers will not match due to the ways the software accounts for the development of the project; the CBA does not allow us to phase in the construction and equipment investments.

Please call if you have any questions. I sure hope that the buildings were taxed under another name last year.


Jim Alexander

502 East Main Street
Walhalla, SC 29691-2028

Phone (864) 838-4210 • Fax (864) 838-4209

E-mail jalexander@doonesc.com

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: December 1, 2009
COUNCIL MEETING TIME: 7:00 PM**

ITEM TITLE OR DESCRIPTION:

First Reading (Title Only) of Ordinance 2009-26 : **AN ORDINANCE TO AMEND THE FISCAL YEAR 2009-2010 BUDGET APPROPRIATIONS ORDINANCE FOR OCONEE COUNTY IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO**

BACKGROUND OR HISTORY:

Ordinance 2009-26 will amend the fiscal year 2009-2010 budget to increase expenditures in order to provide for Westminster Emergency Services building and Cobb Road Bridge.

SPECIAL CONSIDERATIONS OR CONCERNS:

These items were identified as priorities by the Budget & Finance Committee. The Westminster Emergency Services building is a joint project with Westminster. Council may wish to add, change or delete items by amending the ordinance presented. Ordinance requires three readings and a public hearing.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]
If no, explain briefly:

STAFF RECOMMENDATION:

Approve first reading of ordinance 2009-26 in title only and identify the funding source for the Westminster Fire Building. Funding for the Cobb Bridge project will be from the Bridges and Culvert Fund Balance.

FINANCIAL IMPACT:

The Capital Project Fund - Bridges and Culvert fund balance will decrease by \$1,200,000 for Cobb Road Bridge replacement. Funding for the Westminster Emergency Services building of \$2,500,000 has not been identified.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No
If yes, who is matching and how much:

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Department Head/Elected Official

[Signature]
Approved for Submittal to Council:

Kendra Brown, Interim County Administrator

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

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

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2009-26

**AN ORDINANCE TO AMEND THE FISCAL YEAR 2009-2010 BUDGET
APPROPRIATIONS ORDINANCE FOR OCONEE COUNTY IN CERTAIN
LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS
RELATED THERETO**

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION 2009-21

A RESOLUTION APPROVING THE EXTENSION BY OCONEE COUNTY, SOUTH CAROLINA OF A FEE AGREEMENT BY AND BETWEEN ITRON, INC. AND OCONEE COUNTY, SOUTH CAROLINA (ITRON, INC. PROJECT), PURSUANT TO THE PROVISIONS OF SOUTH CAROLINA CODE ANNOTATED, SECTION 12-44-30(13) (1976), AS AMENDED

WHEREAS, Oconee County, South Carolina (the "County") and Itron, Inc. (the "Company") did, as of November 1, 2007, enter into a fee agreement (the "Agreement") pursuant to Chapter 44 of Title 12 of the South Carolina Code Annotated (1976), as amended (Itron, Inc. Project); and

WHEREAS, the Company has invested in excess of \$30,000,000 in the Itron, Inc. Project (the "Project"), exceeding the statutory minimum investment and the contractually agreed upon investment, within the initial five (5) year investment period of the Agreement (the "Investment Period"); and

WHEREAS, the Company is requesting a five (5) year extension to the Investment Period in order to continue the investment in the Project, and expects to invest \$30,000,000 or more in new investment in the Project within the then extended term of the Agreement.

NOW, THEREFORE, the County, acting by and through the Oconee County Council, in meeting duly assembled, hereby resolves and agrees to extend the Project Investment Period by a period of five (5) years, pursuant to the provisions of South Carolina Code 12-44-30(13) and approves the execution by the Chairman of Oconee County Council of the Extension Agreement attached hereto as Exhibit A.

IN WITNESS WHEREOF, Oconee County, South Carolina has executed this Resolution by causing its name to be hereunto subscribed by the Chairman of County Council and attested to by the Clerk to County Council.

THIS RESOLUTION WILL TAKE EFFECT and be in force immediately upon enactment.

APPROVED AND ADOPTED this 1st day of December, 2009.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Reginald T. Dexter, Chairman of County Council
Oconee County, South Carolina

ATTEST:

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

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT for the amendment of the Fee Agreement dated as of November 1, 2007 by and between Oconee County (the "County") and Itron, Inc. (the "Company") (the "Fee Agreement"), for the Itron, Inc. project in Oconee County (the "Project") is made and entered into as of this ____ day of December, 2009 (the "Extension Agreement").

RECITALS

WHEREAS, pursuant to South Carolina Code of Laws, 1976, as amended, Section 12-44-30(13) (the "Act"), the five (5) year period for investment in the Fee Agreement (the "Investment Period") may be extended by up to an additional five (5) years by agreement of the County and the Company so long as the required statutory minimum investment in the Project has been made within the initial five years of the Investment Period; and

WHEREAS, the Company has already invested in excess of \$30,000,000 in the Project, exceeding the statutory minimum investment and the contractually agreed upon investment within the initial five (5) years of the Investment Period; and

WHEREAS, the Company is requesting a five (5) year extension to the Investment Period in order to continue the investment in the Project and expects to invest \$30,000,000 or more in new investment in the Project within the then extended investment period.

NOW, THEREFORE, the County hereby agrees to extend the time for investment in the Project by extending the Investment Period in the Agreement for a period of five (5) years, pursuant to the provisions of South Carolina Code 12-44-30(13), 1976, as amended, and approves the execution and delivery of this Extension Agreement.

1. **Binding Agreement.** This Extension Agreement serves as a written instrument amending the Fee Agreement between the parties, dated November 1, 2007, and shall be binding on Oconee County and the Company, their successors and assigns.

2. **Authorization.** Pursuant to Section 4.1 of the Fee Agreement, the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2012, or through December 31, 2017, if an extension of time in which to complete the Project is granted by the County in its discretion pursuant to Section 12-44-30(13).

3. **Extension to the Agreement.** As of the date of this Extension Agreement the Investment Period of the Fee Agreement is hereby further amended, in accordance with Section 4.1 of the Fee Agreement, so to extend the Investment Period an additional five (5) years to December 31, 2017.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: *, 2009
COUNCIL MEETING TIME: *:00 PM

ITEM TITLE OR DESCRIPTION:

Acceptance of credit cards for various County Offices.
Office interest : Delinquent Tax Collector, Rock Quarry, Solid Waste, Building Codes, Probate Judge etc.

BACKGROUND OR HISTORY:

Credit Card processor to be considered is SC.Gov. Information for SC.Gov attached.

SPECIAL CONSIDERATIONS OR CONCERNS:

Various Department Heads have approached the Treasurer's Office regarding how to get credit card acceptance in their office.

SC.Gov is on state contract.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]
If no, explain briefly:

STAFF RECOMMENDATION:

Treasurer recommends approval due to citizen requests for this payment option at various county offices

FINANCIAL IMPACT:

No cost to The County.....only a service to be offered to citizens.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available; Yes / No
If yes, who is matching and how much:

ATTACHMENTS


Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:


Department Head/Elected Official


~~Gene Klugh~~, Interim County Administrator
Kendra Brawn

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

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

Secure Payment Processing

SC.gov offers cost-effective payment processing for dozens of governmental entities.



Service Benefits

Affordable and secure payment processing solution for state and local governments

Internet or over-the-counter payment options for taxes, utility billing, court fines, building permits and more

Government Benefits

Competitive and flexible payment processing fees

No set-up fees or minimum volumes

Marketing assistance and 1st level customer support for card holders

Simple interfacing with back-end accounting systems

Robust reporting capabilities for easy reconciliation

Security - PCI/DSS compliant

Citizen & Business Benefits

Pay for services by credit/debit card or ACH/electronic check over the Internet and on-site

Quick, convenient and secure

Highly competitive convenience fees

For more information:

SC.gov
803.777.0131 x102

4/10/07 2:11 PM

SC.GOV

The Official Web-Site of
the State of South Carolina

www.sc.gov



The Official Web Site of
the State of South Carolina

Who is SC.gov?

SC.gov is the official Web site of the State of South Carolina and a collaborative effort between the State and South Carolina Interactive to Web-enable the State's information services. SC.gov helps government interact more easily and effectively with citizens and businesses by putting essential information online and providing interactive services.

SC.gov was built and is managed by South Carolina Interactive, a Columbia-based subsidiary of eGovernment firm NIC, and is under contract with the Budget and Control Board's Division of the Chief Information Officer. NIC manages more eGovernment services than any provider in the world. NIC is the official eGovernment provider for 21 states and more than 2,800 government agencies across the United States. We offer nearly 3,900 online applications that help governments deliver valuable service and information to constituents 24 hours a day and seven days a week. In 2007, NIC's portals supported more than 12.7 billion site accesses and processed 145 million online transactions.

What does SC.gov do?

SC.gov's objective is to be at the forefront of eGovernment and provide citizens and agencies with state-of-the-art web services and internet tools to facilitate doing business with State Government in a convenient and cost-effective way.

SC.gov covers all infrastructure, equipment, software and personnel expenses. SC.gov builds, maintains and supports these new services at no cost to agencies or departments. A small number of services have nominal transaction fees and SC.gov receives a portion of the fees generated by these eGovernment applications.



What does SC.gov have to offer?

The following services are available at no cost, through SC.gov, to all government entities within South Carolina:

Payment Engine - allows quick, easy and secure debit/credit card and electronic check payments for any web-based or over-the-counter online services. This service includes all merchant processing, customer service and marketing assistance.

Content Management System (CMS) - a web-based system and set of tools that enable users to create and edit professional-looking web pages in a scalable managed Web site without having to know hypertext markup language (HTML). This tool makes building and maintaining web sites easy. With CMS, users can insert images, links, and documents, as well as perform several other functions. SC.gov provides design assistance, training and hosting, and there are no fees associated with this service.

Online Shopping Mall - Governmental organizations can create a store, maintain inventory and set prices, all online, and in turn present the public with a professional-looking and efficient online shopping experience. This allows stores managed by governmental organizations to grow their business and make shopping for South Carolina products more convenient for the public.

Interactive Application Development - NIC has over 1,200 unique eGovernment applications that are available to SC.gov. This helps expedite the time to develop customized applications for governmental entities in SC. Some examples of applications that have been developed are database lookups, electronic permitting, professional licensing and online registrations.

For more information, please contact Ken Oliphant at (803) 771-0131 x105 or Scott Moore at (803) 771-0131 x110.

Current SC.gov Partners

Payment Engine

- Court Fees and Fines

County Courts:

- o Aiken County
- o Anderson County
- o Beaufort County
- o Cherokee County
- o Clarendon County
- o Colleton County
- o Dorchester County
- o Edgefield County
- o Fairfield County
- o Georgetown County
- o Greenville County
- o Greenwood County
- o Horry County
- o Kershaw County
- o Lancaster County
- o Laurens County
- o Lexington County
- o Newberry County
- o Orangeburg County
- o Spartanburg County
- o Sumter County

Municipal Courts

- o Andrews
- o Blacksburg
- o Bluffton
- o Chapin
- o Myrtle Beach
- o Newberry
- o Pendleton
- o Sumter
- o Woodruff

- **Local Utility Providers – Bill Payments**
 - Berkeley County Water & Sanitation
 - City of Cayce Water & Sewer
 - City of Newberry Utility Department
 - City of Woodruff Wastewater Department
 - Greenwood Commissioners of Public Works
 - Orangeburg Department of Public Utilities
 - Spartanburg Water
 - Town of Pendleton Public Works

- **Property Tax Payments**
 - Anderson County
 - City of Orangeburg
 - Greenville County
 - Lexington County
 - Orangeburg County

- **Conference Registration**
 - Arts Commission
 - Coastal Carolina University
 - Department of Commerce
 - Department of Housing, Finance and Development
 - Department of Transportation
 - Parks, Recreation & Tourism
 - Spartanburg Area Transportation Study

- **Other Payment Applications**
 - Arts Commission – online grant applications
 - City of Newberry – business licenses, permits, etc.
 - City of Tegea Cay – recreation programs
 - Coastal Carolina University – admissions, housing, etc.
 - Department of Commerce – industrial directory, film office, etc.
 - Department of Education – certification
 - Department of Mental Health – health services
 - ETV – video sales
 - Francis Marion University – tuition
 - Greenville County – marriage licenses
 - Lexington County – child support
 - Parks, Recreation and Tourism – film office
 - Patients' Compensation Fund – supplemental malpractice insurance

Content Management System – Web sites

- Budget and Control Board, Division of the State Chief Information Office (cio.sc.gov)
- Calhoun County (calhouncounty.sc.gov)
- City of Abbeville (abbevillecitysc.sc.gov)
- Clarendon County (clarendoncounty.sc.gov)
- Comptroller General (cg.sc.gov)
- Confederate Relic Room & Military Museum (crr.sc.gov)
- Department of Archives & History (nhd.sc.gov and archives.sc.gov)
- Department of Insurance (doi.sc.gov and scsafehome.sc.gov)
- Education Oversight Committee (eoc.sc.gov and scpairs.sc.gov)
- Legislative Audit Council (lac.sc.gov)
- Marlboro County (marlborocounty.sc.gov)
- Office of the Governor (governor.sc.gov)
- Office of the Lieutenant Governor (ltgov.sc.gov)
- Office of the State Auditor (osa.sc.gov)
- Office of State Treasurer (treasurer.sc.gov and scpp.sc.gov)
- School Improvement Council (sic.sc.gov)
- State Board of Financial Institutions (banking.sc.gov)
- State Ethics Commission (ethics.sc.gov)
- Town of Moncks Corner (townofmonckscorner.sc.gov)
- Workers' Compensation Commission (wcc.sc.gov and intranet.wcc.sc.gov)

Shopping Mall – online stores

- Archives and History
- Coastal Carolina Golf Shop
- Confederate Relic Room and Military Museum
- Governor's Mansion Foundation
- School for the Deaf and Blind
- State Museum – The Cotton Mill Exchange

Other Interactive Applications

- Comptroller General – spending transparency
- Department of Natural Resources – hunting and fishing license sales
- Department of Motor Vehicles – driver history record requests, license plate design competition
- Education Oversight Committee – school report cards
- Ethics Commission – campaign finance reporting; lobbyist registration & filing
- Forestry Commission – recreation permits
- Office of Human Resources – training course registration
- State Agency Training Consortium – course information and resource guide

Payment Engine

Overview

The SC.gov Payment Engine is a quick, easy and secure method for accepting online debit/credit card and electronic check payments and is available to all governmental entities in South Carolina. These payments are received through online e-commerce applications via the internet or over-the-counter. The Payment Engine authorizes payments, disburses funds to the appropriate bank accounts and provides reporting capabilities. Customers have the option of using any credit or debit card with the Visa™, Discover™ or MasterCard™ logo or a checking or savings account number. In addition, South Carolina Interactive handles 1st level customer support and coordinates the chargeback process.

High Level Process

With our current partners, the full Payment Engine implementation process has been completed in as little as one week or as long as several months. The duration is heavily dependent on the time spent reviewing and approving the required documents and completing system modifications and testing. The process includes the following:

- *Document Process* - Questionnaire, contact and banking forms are completed. Service Level Agreement and Statement of Work are approved and signed.
- *System Modifications* – Required updates are made by the partner to their back-end application to communicate with the Payment Engine
- *Payment Engine Setup* - Customers and services are set up in the Payment Engine
- *Training* – Partner is trained on Payment Engine access and reporting
- *Testing* – Partner performs testing of application interface to the Payment Engine and reporting
- *Letter of Acceptance* – Partner signs formal acceptance of the Payment Engine
- *Implementation* – Production URL and User IDs are provided to partner and Payment Engine is implemented into production

Financial Process

The fees for this application are approved by the eGovernment Oversight Committee, appointed by the Governor. SC.gov has been able to take advantage of state-negotiated rates to offer very competitive fee structures to our partners.

The partner has the option of absorbing fees or passing them on to the customer. If the partner decides to absorb fees, an invoice is prepared and sent out monthly.



Funds collected through the Payment Engine are deposited into the partner's bank account within three to five business days of the payment being authorized and fulfilled. Reporting is provided for research, auditing and reconciliation purposes.

For more information, please contact Ken Olphant at (803) 771-0131 x105 or Scott Moore at (803) 771-0131 x110.

Current SC.gov Payment Engine Partners

- **Court Fees and Fines**

County Courts:

- o Aiken County
- o Anderson County
- o Beaufort County
- o Cherokee County
- o Clarendon County
- o Colleton County
- o Dorchester County
- o Edgefield County
- o Fairfield County
- o Georgetown County
- o Greenwood County
- o Horry County
- o Lancaster County
- o Laurens County
- o Lexington County
- o Newberry County
- o Orangeburg County
- o Spartanburg County
- o Sumter County

SC.GOV

The Official Web Site of
the State of South Carolina

Municipal Courts

- o Andrews
- o Blacksburg
- o Bluffton
- o Chapin
- o Myrtle Beach
- o Newberry
- o Pendleton
- o Sumter
- o Woodruff

Local Utility Providers – Bill Payments

- o Berkeley County Water & Sanitation
- o City of Cayce Water & Sewer
- o City of Newberry Utility Department
- o City of Woodruff Wastewater Department
- o Greenwood Commissioners of Public Works
- o Orangeburg Department of Public Utilities
- o Spartanburg Water
- o Town of Pendleton Public Works

Property Tax Payments

- o Anderson County
- o City of Orangeburg
- o Greenville County
- o Lexington County
- o Orangeburg County

Conference Registration

- o Arts Commission
- o Coastal Carolina University
- o Department of Commerce
- o Department of Housing, Finance and Development
- o Department of Transportation
- o Parks, Recreation & Tourism
- o Spartanburg Area Transportation Study



The Official Web Site of
the State of South Carolina

- **Online Shopping Mall**
 - Archives and History
 - Coastal Carolina University
 - Confederate Relic Room and Military Museum
 - Governor's Mansion Foundation
 - School for the Deaf and Blind
 - State Museum – The Cotton Mill Exchange

- **Other Payment Applications**
 - Arts Commission – online grant applications
 - City of Newberry – business licenses, permits, etc.
 - City of Tega Cay – recreation programs
 - Coastal Carolina University – admissions, housing, etc.
 - Department of Commerce – industrial directory, film office, etc.
 - Department of Education – certification
 - Department of Mental Health – health services
 - Department of Natural Resources – hunting & fishing licenses
 - Ethics Commission – lobbyist registration
 - ETV – video sales
 - Forestry Commission – recreational permits
 - Francis Marion University – tuition
 - Greenville County – marriage licenses
 - Lexington County – child support
 - Office of Human Resources – training classes
 - Parks, Recreation and Tourism – film office
 - Patients' Compensation Fund – supplemental malpractice insurance

STATE OF SOUTH CAROLINA
SC B&CB, DIV. OF STATE INFORMATION TECHNOLOGY
4430 BROAD RIVER ROAD
COLUMBIA SC 29210

Statement of Award

Posting Date: July 14, 2009

Solicitation: 5400000826
Description: SELF-FUNDED WEB PORTAL
Agency: SC BUDGET & CONTROL BOARD - DIVISION OF STATE INFORMATION TECHNOLOGY (DSIT)

The State awards the contract(s) noted below. This document is the final Statement of Award, effective . . . Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. The State assumes no liability for any expenses incurred prior to the effective date of the contract.

AWARD - ONE RESPONSE RECEIVED: IN ACCORDANCE WITH SC PROCUREMENT CODE 11-35-1520 (10) AWARD, "WHEN ONLY ONE RESPONSE IS RECEIVED, THE NOTICE OF INTENT TO AWARD AND THE DELAY OF AWARD MAY BE WAIVED."

Contract Number: 4400001171
Awarded To: SOUTH CAROLINA INTERACTIVE LLC
1301 GERVAIS STREET - STE 710
COLUMBIA SC 29201

Total Potential Value: Self-Funding
Maximum Contract Period: July 16, 2009 through July 15, 2014

Item	Description	
00001	Self-funded Web Portal	SELF-FUNDING

Procurement Officer
Richard C. Katz, CPPB, CPM

Connie Bellette

From: Rick Martin
Sent: Thursday, October 22, 2009 10:00 AM
To: Connie Bellette
Subject: RE: CREDIT CARDS

Connie,
We are still interested.
Thank you,
Rick

From: Connie Bellette
Sent: Thursday, October 22, 2009 8:42 AM
To: Sandra Orr; Rick Martin
Cc: Greg Maxwell
Subject: CREDIT CARDS

Good morning,

The issue of credit card acceptance is being revisited. Please let us know if you are still interested in accepting credit card payments in your office.

Thanks!

Connie

Constance S. Bellette
Deonee County Chief Deputy Treasurer
PO Box 429
Walhalla, SC 29691
cbellothe@ococonosc.com
phone 864-638-4162
fax 864-718-1013

Connie Bellotte

From: Channon Chambers
Sent: Thursday, October 22, 2009 11:58 AM
To: Connie Bellotte
Cc: Marsha Roach; George Adams
Subject: RE:

Absolutely

From: Connie Bellotte
Sent: Thursday, October 22, 2009 9:14 AM
To: Swain Still; Channon Chambers
Cc: Greg Nowell
Subject:

Good morning,

The issue of credit card acceptance is being revisited. Please let us know if you are still interested in accepting credit card payments in your office.

Thank!

Connie

Constance F. Bellotte
Oconee County Chief Deputy Treasurer
PO Box 429
Walhalla, SC 29691
cbellotte@oconeesc.com
phone 864-638-4162
fax 864-718-1013

Connie Bellotte

From: Swain Still
Sent: Thursday, October 22, 2008 1:40 PM
To: Connie Bellotte
Subject: RE:

Yes we would be interested in looking at credit cards. You may want to ask Rick at the quarry also.

Swain

From: Connie Bellotte
Sent: Thursday, October 22, 2009 9:14 AM
To: Swain Still; Charon Chambers
Cc: Greg Nowell
Subject:

Good morning,

The issue of credit card acceptance is being revisited. Please let us know if you are still interested in accepting credit card payments in your office.

Thanks!

Connie

Constance F. Bellotte
Oconee County Chief Deputy Treasurer
PO Box 429
Walhalla, SC 29691
cbelloffc@oconeesc.com
phone 864-638-4162
fax 864-718-1013

Connie Bellotte

From: Phil Shirley
Sent: Thursday, October 22, 2009 2:02 PM
To: Connie Bellotte
Subject: RE

Yes we are. We would have to also upgrade to have the necessary infrastructure. What are next steps?

Thank You,
Phil

Sent from my Windows Mobile® phone.

From: Connie Bellotte <cbellotte@ocooneesc.com>
Sent: Thursday, October 22, 2009 1:42 PM
To: Phil Shirley <ps Shirley@ocooneesc.com>
Subject:

Hi Phil,

The issue of credit card acceptance is being revisited. Please let us know if you are still interested in accepting credit card payments in your office.

Thanks!

Connie

Constance F. Bellotte

Oceonee County Chief Deputy Treasurer
PO Box 429
Walhalla, SC 29694
cbellotte@ocooneesc.com
phone 864-638-4162
fax 864-718-1013

Connie Bellotte

From: Linda Shugart
Sent: Thursday, October 22, 2009 3:01 PM
To: Connie Bellotte
Subject: RE:

Yes, we are. Please let us know if there is anything we can do to help implementation.

From: Connie Bellotte
Sent: Thursday, October 22, 2009 2:59 PM
To: Linda Shugart
Subject:

Hi Linda,

The issue of credit card acceptance is being revisited. Please let us know if you are still interested in accepting credit card payments in your office.

Thanks!

Connie

Connie S. Bellotte

Oconee County Chief Deputy Treasurer
PO Box 429
Walhalla, SC 29691
cbellotte@oconeesc.com
phone 864-638-4162
fax 864-718-1013

Statement of Work

Oconee County

Payment Engine - EPS

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South Carolina Interactive

Payment Engine - EPS

Overview

This Statement of Work ("SOW") document identifies the responsibilities between Oconee County and South Carolina Interactive, LLC ("SCI") as the selected vendor providing Internet Portal services for the State of South Carolina. This document is subordinate to the terms and conditions of the contract between the State of South Carolina and SCI for Enterprise Web Portal and eCommerce Upgrade (Solicitation 04-S6291, "Master Contract"). The Master Contract consists of the following documents which are listed in order of precedence: (1) the document entitled Enterprise Web Portal And eCommerce Upgrade Additional Contract Terms, June 2004, which adds additional terms and conditions, replaces or supplements terms and conditions in the solicitation and eliminates select solicitation terms by agreement, (2) all amendments to the original solicitation in reverse order of issuance, (3) the solicitation as issued by the state of South Carolina Information Technology Management Office, (4) any amendments to SCI's proposal accepted by the Information Technology Management Office, (5) SCI's proposal. In the event of a conflict between the provisions in this document and the foregoing documents, the provisions of the foregoing documents shall control.

This SOW describes the transactions to be facilitated and the services to be provided through SCI for payment processing through the Enterprise Payment Services ("EPS") and Payment Engine ("TPE") applications and the responsibilities of the parties for the successful completion of this project.

Subordinate to the Service Level Agreement

This SOW is subordinate to the Service Level Agreement ("SLA") between Oconee County and SCI signed and dated _____ and is subject to all terms and conditions thereof unless specifically designated as exceptions in this document.

Project Participants

Partner: Oconee County P.O. Box 429 Walhalla, SC 29691		
Project Sponsor: Gregorie W. Nowell Treasurer	Phone: (864) 638-4162	Email: gnowell@oconcesc.com
Project Manager:	Phone: (864)	Email:

South Carolina Interactive

Gregorie W. Nowell Treasurer	638-4162	gnowell@oconeesc.com
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South Carolina Interactive, LLC 1301 Gervais Street, Suite 710 Columbia, SC 29201		
General Manager: Jeff McCartney	Phone: (803) 771.0131 x101	Email: jeff@portal.sc.gov
Director of Marketing: Scott Moore	Phone: (803) 771.0131 x110	Email: scott@portal.sc.gov
Project Manager: Anne Chapman	Phone: (803) 771.0131 x119	Email: annec@portal.sc.gov

Purpose Statement

The Enterprise Payment Services application will allow Oconee County to accept electronic payments from its customers. This includes, but is not limited to debit card, credit cards and electronic checks for Internet and over-the-counter transactions and may include additional payment channels in the future.

BENEFITS TO CITIZENS AND BUSINESSES

Customers of Oconee County will benefit by being provided new payment channels and by having the capability to pay through the Internet and over-the-counter via credit card, debit card and/or electronic check.

PARTNER BENEFITS

By providing Enterprise Payment Services (EPS), Oconee County will save time and resources spent handling customer transactions. In addition, the potential for a broadened customer base is provided by offering online payment services. Enterprise Payment Services also provides the potential to easily add additional services in the future.

Overview of Current Process

CURRENT BUSINESS PROCESS

Oconee County does not currently provide the option for online payments for property taxes, parks and recreation, building and codes, etc.

CURRENT TECHNICAL ENVIRONMENT

N/A

Scope Statement

PROJECT OVERVIEW

SCI will provide two separate applications that will be utilized by Oconee County to accept credit card, debit card and electronic check payments. The Enterprise Payment Services (EPS) application is the payment processing front end. The Payment Engine (TPE) is an enhanced payment processing system. Jointly, the two applications will provide Oconee County with the functionality to accept credit card, debit card, and electronic check payments, authorize the transactions on a real-time basis and disburse the funds into Oconee County's bank account.

ASSUMPTIONS

- Oconee County will develop their online application to communicate with the Enterprise Payment Services (EPS) application, will use an SCI-developed entry page to communicate with EPS or will use the stand alone Over-the-Counter functionality in EPS.
- If Oconee County is interfacing directly to EPS, Oconee County's application will consume an EPS web service for processing payment orders.
- Reporting capabilities will be provided through the Payment Engine (TPE) to assigned users.

BUSINESS REQUIREMENTS & FUNCTIONALITY

- All applications will be web-based.
- If interfacing from an external application, Oconee County's application will pass required and optional data to SC.gov's EPS application where the customer will be presented with additional required data that they will need to enter before the transaction is processed.
- If using an SCI-developed entry page, the entry page will pass required and optional data to SC.gov's EPS application where the customer will be presented with additional required data that they will need to enter before the transaction is processed.
- If using the EPS Over-the-Counter functionality, an authorized user will be presented with required data that they will need to enter to process the transaction on behalf of the customer.
- Once all required information is submitted and all data passes the validation process, the application will verify the customer's credit or debit card and purchase amount or the bank account information for an electronic check on a real-time basis. The routing number will be verified against a federal routing number database. Available funds and accuracy of full account numbers cannot be verified.
- If the transaction is not successful, the customer will receive an error message describing the error and will be allowed to attempt to correct and reprocess the payment.
- If the transaction is successful, a receipt is displayed to Oconee County's customer.

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- Authorized funds will be collected and deposited to the State's Network Composite Account.
- Oconee County will receive fund disbursements, via ACH transfer, directly to their bank account.

REPORTING REQUIREMENTS

- No additional reporting, outside of the standard Payment Engine (TPE) reporting, is required.

TECHNICAL DESCRIPTION

- All of the pages developed will meet Section 508 accessibility, W3C and HTML 4.01 standards.
- All applications within which sensitive data is transmitted shall be performed using the Secure Socket Layer (SSL) protocol using the portal's registered SSL certificate.
- All web pages and web applications shall reside on the portal's internal servers behind firewalls and appropriate security systems.
- The data provided for this application will be stored using a secured SQL database.
- Programmatic flow control shall be placed into effect, to prevent users from typing in specific URLs and bypassing normal program operation.
- Each page of an encrypted application will have a time limit placed upon it, watching for inactivity. When the time limit is exceeded without any activity occurring, the page will force the user to log out automatically in order to protect data.

Anticipated Risks

There are no anticipated risks associated with this application.

Fees and SCI Compensation

The fees for this Application are in accordance with the fees approved by the eGovernment Oversight Committee. The fee structure is as follows:

Payment by Credit or Debit Card:

Merchant fee: 1.70% of the transaction amount

Portal fee: \$1.00 per transaction

Payment by Electronic Check

Portal fee: \$2.50 per transaction

If Oconee County decides to absorb the merchant fee and/or portal fee, an invoice will be prepared and provided by SCI to Oconee County monthly. Oconee County shall make payment to SCI within thirty (30) calendar days following receipt of SCI's invoice.

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If Oconee County decides to pass on the merchant fee and/or the portal fee to the customer, SCI will collect the funds at the time the money is deposited to the State's Network Composite account.

Any proposals for changes in fees made by any party to this Statement of Work shall first be discussed with Oconee County prior to review and consideration by the eGovernment Oversight Committee.

Principal Deliverables, Estimates and Projections

This section will describe the principal deliverables required of SCI for completion of the project along with estimates for each task. Where applicable, anticipated transaction volumes, annual growth and revenues based on estimated adoption values will be included.

Task	Number of Resources	Allocation (percentage)	Duration (Days)	Estimate (Days)
Functional Analysis	1	50%	1	½ day
TPE and EPS Test Setup	1	50%	2	1 day
TPE and EPS User Training	1	50%	1	½ day
Internal Testing and Corrections	3	25%	4	3 days
Migration and Implementation of Application	2	50%	1	2 days
Project Management	1	25%	30	7 ½ days
				14 ½ days

Responsibilities of the Partner

In order to accomplish the tasks outlined in this SOW, SCI will require Oconee County to perform the below listed items in a timely manner. If Oconee County fails to provide any one of these items, the delivery dates for SCI deliverables may require adjustment. SCI will not be held responsible for delays due to unavailability of data or resources from Oconee County.

This section includes some standard responsibilities of Oconee County and some that are specific to this project.

- Oconee County will designate a Project Manager with responsibility and authority for review and approval of deliverables under this SOW.
- Oconee County will provide timely authorization for the project and for each approval required during the project.
- Oconee County will assist SCI in resolving any problems that arise both during and after the implementation of this project.
- Oconee County will provide transfer of necessary IT knowledge, environment and business processes to SCI. Verbal walkthroughs and documentation will satisfy this responsibility.

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- Oconee County will provide necessary banking information to SCI. This information includes the routing number, account number and account type. In addition, a contact name and telephone number for the primary contact for Oconee County's financial information.
- Oconee County will confirm with their bank that their account is authorized for ACH deposits.
- Oconee County, through the EPS administrative tool, may customize the appearance of the payment screens. Customization includes the global look and feel of the web pages, service properties, customer data entry requirements, receipt page look and feel, and email properties.
- Oconee County will set up all users, merchants and services in the test Enterprise Payment Services (EPS) application.
- Oconee County will provide resources to perform User Acceptance testing, to include financial, web, and technical review of the EPS and Payment Engine applications.
- Oconee County will set up all users in the production Enterprise Payment Services (EPS) application.
- Oconee County will sign and return to SCI the Letter of Acceptance before the application is implemented.

Responsibilities of South Carolina Interactive (SCI)

This section includes some standard responsibilities of SCI and some that are specific to this project.

- SCI will designate a Project Manager to serve as the primary point of contact for the SCI deliverables and who will coordinate completion of SCI deliverables with Oconee County project team.
- SCI will develop the application as defined in the Scope statement contained herein.
- SCI will provide day-to-day management of the work plan.
- SCI will host periodic team meetings to review the status of project activities against the plan.
- SCI will provide project plan updates to Oconee County Project Manager, as required.
- SCI will provide Executive Briefings to the Project Sponsor and the eGovernment Oversight Committee, as required.
- SCI will provide Oconee County with a User's Manual for both the Enterprise Payment Services (EPS) application and the Payment Engine (TPE) application.
- SCI's project manager will provide Oconee County with a working timeline for the project.
- SCI personnel will work with Oconee County to complete Payment Engine (TPE) and Enterprise Payment Services (EPS) merchant, services and user setup in the test application.
- SCI personnel will provide Oconee County's users and financial resources with Enterprise Payment Services (EPS) and Payment Engine (TPE) training. At the conclusion of training, user log in information, URLs for the test applications and user manuals will be provided to Oconee County. Oconee County will make necessary personnel available for training on the systems.

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- SCI personnel will review and approve the Enterprise Payment Services (EPS) merchants, services, and users setup by Oconee County in the test application.
- SCI will make deposits directly to Oconee County's bank account.
- SCI will perform ACH testing and ensure proper functionality before the application is implemented.
- SCI personnel will complete the Payment Engine (TPE) merchant, services and user set up in the production application.
- SCI personnel will copy the merchants and services from test EPS to production EPS and update the GUIDs.
- SCI will provide Oconee County with the production EPS WSDL, merchant GUIDs and service GUIDs after receipt of an executed Letter of Acceptance from Oconee County.
- SCI will place the application into production and make it available for use by Oconee County after receipt of an executed Letter of Acceptance from Oconee County.

Delivery of Final Application

Following user acceptance testing, Oconee County will be requested by SCI to sign a formal Letter of Acceptance ("LOA"). This LOA must be executed by the Project Sponsor, as previously identified in this SOW and the LOA must be received by SCI's General Manager before the application can be placed into production and made available for use by Oconee County. Once SCI receives the executed LOA from Oconee County, the application will be deemed accepted, placed into the production environment and thus the project will be considered complete and delivered.

Change Process

The scope of work as specified in this document shall not change except when approved in accordance with the following processes and/or protocols:

PRIOR TO SOFTWARE DELIVERY:

- The SCI and Oconee County Project Managers will review any issues that may arise and determine if the resolution will lead to a change in the scope of work, which is defined as a change that will impact cost, scheduling or staffing.
- The proposed change is formally documented, including the impact on the schedule, cost and staffing.
- The proposed change in the scope of work is reviewed by the SCI and Oconee County Project Managers and taken before the eGovernment Oversight Committee for approval.

Once the change in the scope of work is approved by the eGovernment Oversight Committee, the change becomes an Addendum to the SOW.

AFTER SOFTWARE DELIVERY:

Maintenance:

After the application is launched, if maintenance issues arise or reporting an error becomes necessary, Oconee County should contact SCI at 803.771.0131 x102. Maintenance includes graphical changes, addition or rewording of text, or other changes that do not materially change the utility, efficiency, functional capability, or application of the software. All other requested changes will be deemed significant maintenance efforts, requiring Oconee County to submit a written change request to SCI. SCI will then evaluate the request, seek additional information if necessary, and prioritize it in consideration of other ongoing development projects with the approval of the eGovernment Oversight Committee.

Software Modifications and Enhancements

For software modifications or additions that materially change the utility, efficiency, functional capability or application of the software, Oconee County will submit a written change request. SCI will then evaluate the request, seek additional information if necessary, and prioritize it in consideration of other ongoing development projects with the approval of the eGovernment Oversight Committee.

Ongoing Maintenance and Support

After the application is delivered, as defined above, SCI will provide support for the proper installation and ongoing general operation of the current release of the application. SCI shall use reasonable efforts to provide troubleshooting to correct identified potential errors in the application reported by Oconee County.

SCI will make reasonable efforts to correct any errors or provide a work-around solution. If a work-around is the immediate solution, SCI will make reasonable efforts to provide a final resolution for the error.

Maintenance and Support as described herein does not include software modifications or additions that materially change the utility, efficiency, functional capability, or application of the software.

Future Software Modifications and Enhancements

At Oconee County request, SCI may consider developing modifications or additions that materially change the utility, efficiency, functional capability, or application of the software ("Enhancements") at such charge and on such schedule as the parties may mutually agree in writing. Such modifications or additions will be undertaken on a project basis, subject to the review and approval of the eGovernment Oversight Committee.

Process for Funds Transfer

All funds collected through use of SCI's TPE in connection with this Agreement shall be directly deposited by the credit card processing bank or electronic check processing bank to the State's Network Composite Account. SCI will then transfer funds daily to Oconee County's bank account from the State's Network Composite Account.

The detailed processes are as follows:

1. The system will provide customers of Oconee County with the ability to remit a payment at Oconee County offices or over the Internet via a credit card or debit card or electronic check.
 - a. Customers will have the option of using a credit or debit card with the Visa™, Discover™, or MasterCard™ logo.
 - b. A convenience fee will be charged to Oconee County for each transaction in accordance with the fee structure approved by the eGovernment Oversight Committee.
 - c. Transactions will be authorized and deposited into the State's Network Composite Account. SCI will then transfer the funds deposited into the State's Network Composite Account on behalf of Oconee County to Oconee County's bank account.
2. Monies transferred from SCI to Oconee County should post to Oconee County's account within three (3) to five (5) business days of the original deposit into the State's Network Composite Account. Bank and state holidays are recognized as non-business days.
 - a. Transfer of funds will not occur on the following days:
 - i. All Saturdays
 - ii. All Sundays
 - iii. New Year's Day (January 1)*
 - iv. Martin Luther King's Birthday (third Monday in January)
 - v. Washington's Birthday (third Monday in February)
 - vi. Confederate Memorial Day (May 10)
 - vii. Memorial Day (last Monday in May)
 - viii. Independence Day (July 4)*
 - ix. Labor Day (first Monday in September)
 - x. Columbus Day (second Monday in October)
 - xi. Veteran's Day (November 11)*
 - xii. Thanksgiving Day (fourth Thursday in November)
 - xiii. Day after Thanksgiving (fourth Friday in November)
 - xiv. Christmas Day (December 25)*
 - xv. Day after Christmas (December 26)*

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- xvi. Bank holidays
- xvii. Other holidays may be included when so declared by the state of South Carolina

*If January 1, July 4, November 11, December 25 or December 26 falls on a Sunday, the next following Monday is the observed holiday. If January 1, July 4, November 11, December 25 or December 26 falls on a Saturday, the previous Friday is the observed holiday.

3. It will be the responsibility of Oconee County to issue refunds to their customers at Oconee County's discretion. SCI will invoice Oconee County monthly as necessary for the amount of the refund.
4. In the case of a charge back (when a customer disputes the charge), the credit card processing bank will automatically debit the State's Network Composite Account.
 - a. Charge backs occur for the following reasons:
 - i. Customer does not recognize the charges
 - ii. Fraudulent mail or phone order (also applies to Internet transactions)
 - iii. Duplicate processing
 - b. In the case of a dispute, SCI will notify Oconee County within 24 hours by phone or by email of SCI's receipt of a dispute notice.
 - c. In the case of a dispute, SCI will request Oconee County to provide SCI with any proof of service, receipt, etc. to aid in responding to the dispute.
 - d. SCI will make every effort to use the proof of service, receipt, etc. to aid in responding to any charge backs made to the State's Network Composite Account. However, if resolution of the disputed charges cannot be accomplished, SCI will invoice Oconee County as necessary for the amount of the transaction.
5. On electronic checks, Oconee County will be responsible for all non-sufficient funds (NSF) or returned checks. The same process that is currently in place for returned physical checks will also apply to returned electronic checks as noted below. SCI will invoice Oconee County monthly for any returned electronic checks.

If an electronic check is returned:

- a. The electronic check processing bank will notify SCI.
- b. SCI will notify Oconee County by phone or email and will communicate the service code, order ID, reason for the return and amount.
- c. SCI will forward all written returned check notices to Oconee County to aid with collections.

South Carolina Interactive

Sign Off

I, the undersigned, have the authority to make binding decisions on behalf of my respective agency/department regarding projects in collaboration with SCI.

I also have the authority to allocate agency/department resources towards the above described project.

I have read the above document and understand all the implications thereof. Any future changes to this SOW will be made through a formal written request to SCI.

By signing, I acknowledge that the project described herein has received any required legal reviews and is in compliance with current State of South Carolina statutes and administrative rules.

Gregorie W. Nowell
Treasurer
Oconee County

Jeff McCartney
General Manager
South Carolina Interactive, LLC

Date: _____

Date: _____

Service Level Agreement

Oconee County

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Service Level Agreement

THIS SERVICE LEVEL AGREEMENT ("Agreement") is entered into between Oconee County ("Agency") and South Carolina Interactive, LLC ("SCI"). The contractual period will begin on the date it has been signed by both parties.

RECITALS

WHEREAS, pursuant to a document defined below, *infra*, as the Master Contract, the Division of the Division of State Information Technology ("DSIT") has engaged SCI to develop a State Portal ("the Portal") to provide electronic access to government information and transactions at the state and local levels across multiple agencies, boards, and commissions, to residents, businesses and other users; and

WHEREAS, the Division of State Information Technology ("DSIT") has delegated to SCI certain responsibilities, including responsibilities to be fulfilled under this Agreement; and

WHEREAS, the Division of State Information Technology ("DSIT") desires to provide electronic transactions on behalf of Oconee County, to users of the Portal, if permitted by Oconee County,

NOW THEREFORE, in consideration of the mutual conditions, covenants and promises contained in this Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Part I: Terms and Conditions

SECTION 1: Statement of Purpose.

The purpose of this Agreement is to define the overall circumstances and responsibilities related to providing various online electronic access and transactions through the Portal at Agency's discretion, to obtain or create certain public records that are maintained in electronic form, or which will in the future be maintained in electronic form, by the Agency.

SECTION 2: Order of Precedence.

This Agreement is subordinate to the terms and conditions of the Contract between the State of South Carolina and SCI for Enterprise Web Portal and eCommerce Upgrade (Solicitation 04-S6291, "Master Contract"). The contract consists of the following documents which are listed in order of precedence: (1) the document entitled Enterprise Web Portal And eCommerce Upgrade Additional Contract Terms, June 2004, which adds additional terms and conditions, replaces or supplements terms and conditions in

South Carolina Interactive

the solicitation and eliminates select solicitation terms by agreement, (2) all amendments to the original solicitation in reverse order of issuance, (3) the solicitation as issued by the state of South Carolina Information Technology Management Office, (4) any amendments to SCI's proposal accepted by the Information Technology Management Office, (5) SCI's proposal. In the event of a conflict between the provisions in this Agreement and the foregoing documents, the provisions of the foregoing documents shall control.

SECTION 3: Term of Agreement.

This Agreement shall commence on the date it is signed by both parties or on such date specified in this Agreement and shall expire on a date co-terminus with the Master Contract. This Agreement may be amended by the written agreement of the parties and with the approval of the eGovernment Oversight Committee. This Agreement shall not extend past the termination of the Master Contract.

SECTION 4: Termination.

- a. At the Agency's option, the Agreement may be terminated for cause separately from the Master Contract upon the occurrence of any of the following:
 - i. SCI's allowance of unauthorized access prohibited by this Agreement; or
 - ii. SCI's material breach of any term, provision or condition of this Agreement, which continues uncured for twenty (20) days following written notice and demand for cure unless Agency has in writing approved an extension of time to cure such breach.
- b. At the option of SCI and upon 30 days advance written notice to the AGENCY, SCI may terminate:
 - i. A particular service application if there is insufficient interest in such application demonstrated by the Portal users or subscribers; or
 - ii. This Agreement or a particular service for a continuing failure by the Agency to keep the related information updated and available to SCI in accordance with the schedule agreed upon by SCI and the Agency.

SECTION 5: Copyright and Content Non-Supervision Acknowledgement.

The Agency represents to SCI that the content materials furnished to SCI by the Agency for electronic access on the Portal do not violate any third party's copyright right or intellectual property rights. The Agency acknowledges that SCI exercises no control, censorship, or direction over the links the Agency may request to other non-Portal sites that may be made available on the Portal. Further, the Agency acknowledges that SCI exercises no control, censorship, or direction over the content of the Agency's public records or text furnished by the Agency to SCI or the Portal.

SECTION 6: Assignment.

SCI may not assign this Agreement without the prior written consent of the Agency, and such consent shall not be unreasonably withheld by the Agency. Any assignment of this Agreement without permission of the Agency shall be null and void.

South Carolina Interactive

SECTION 7: Notices.

All notices shall be in writing and shall be directed to the parties to this Agreement as shown below:

To the AGENCY:

Oconee County
P.O. Box 429
Walhalla, SC 29691

To SCI:

South Carolina Interactive, LLC
ATTN: General Manager
Suite 710
1301 Gervais Street
Columbia, SC 29201

Courtesy copies of notices should also be sent to the Division of State Information Technology:

Division of State Information Technology
South Carolina Budget and Control Board
4430 Broad River Road
Columbia, SC 29210

SECTION 8: Severability.

If any provision of this Agreement shall be declared illegal, void or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 9: Construction and Interpretation.

The Agreement shall be construed in accordance with the laws of the State of South Carolina.

SECTION 10: Paragraph Headings.

The paragraph headings are inserted in this Agreement for convenience only and shall not be used in interpreting this Agreement.

SECTION 11: Complete Agreement.

Except as otherwise provided herein, this Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto. NO amendment, waiver, or alteration of this Agreement shall be effective unless signed by an authorized officer of each of the parties to this Agreement. Neither the Agency nor SCI shall be bound by any oral agreement or representation relating hereto.

Part II: Services, Collections and Payments

SECTION 1: Applications Developed Under This Agreement.

Each application developed for the Agency under this Agreement will be described in a separate Statement of Work (SOW), which will be made part of this Agreement. Each SOW will describe the public records to be accessed, the transactions to be facilitated and the services to be provided through the Portal. Since the SOW is the document that describes the purpose and scope of the proposed application, the Agency is expected to collaborate with SCI on the preparation of this document.

The SOW will describe the services that will be available to users and subscribers, and the fees, if any, to the users of the services. The funds so collected will be apportioned between the Agency and SCI as indicated in the SOW. The eGovernment Oversight Committee will need to approve the services to be offered and SCI portion of any fees to be charged. The Agency may increase or decrease the statutory fees as directed by law, which increase or decrease will be passed directly through to those accessing such records or conducting such transactions through the Portal.

Each SOW will, at minimum, address the following issues as necessary and appropriate:

- Overview
- Subordination to Service Level Agreement
- Project Participants
- Purpose Statement
- Overview of Current Process
- Scope Statement
- Anticipated Risks
- Fees and SCI Compensation
- Principle Deliverables, Estimates and Projections
- Responsibilities of the Partner
- Responsibilities of SCI
- Delivery of Final Application
- Change Process
- Ongoing Maintenance and Support
- Future Software Modifications and Enhancements
- Sign Off

SECTION 2: Development Schedules and Timetables.

SCI will work with the Agency to create a development timetable to be included in each SOW. However, schedule projections are made in most cases without extensive investigation of legacy systems, without knowledge of business rules and business flow, without estimates of staff time committed to projects and without design and architecture steps to be taken. SCI will work diligently to accomplish each such application according to the schedule in accordance with the relative priority assigned by the

South Carolina Interactive

eGovernment Oversight Committee. The Agency will be responsive to SCI by providing information and assistance as needed to meet the delivery dates on the schedule. The Agency understands that the schedule and assignment of priority may need to be adjusted to accommodate reasonable delays due to policy, marketing and technical issues outside the control of SCI or as directed by the eGovernment Oversight Committee. Regular meetings will be set to discuss and update the project plan as necessary throughout the term of this Agreement. SCI will make every effort to keep the Agency informed of problems that may cause a delay in the delivery of the application contained in the SOW.

The Agency and SCI may modify the SOW to add or delete services only by mutual agreement.

SECTION 3: Portal Access to Data Records

Where applicable and as stated in the Statement of Work, the Agency authorizes the Portal to access electronic public records and confidential records maintained by the Agency in accordance with this Agreement. Access by the Portal will be on an inquiry-only, as needed basis for the purpose of providing access, facilitating transactions or offering other services to users of and subscribers to the Portal as permitted by state law.

SECTION 4: Application Costs

SCI shall be responsible for costs and expenses in establishing electronic access or other applications for electronic services, including without limitation, the cost of purchasing or developing and maintaining all programs used to interface with the Agency computer applications to provide access to the public records maintained by the Agency.

SECTION 5: Collections

SCI shall be responsible for the collection of payments in accordance with the terms of the Master Contract or SOW.

SECTION 6: Payments

Payments shall be made in accordance with the terms of the Master Contract and as described in the SOW. Reconciliation and audit information will be provided as set forth in the Master Contract or as separately agreed in the SOW.

SECTION 7: Auditing of Online Usage

Consistent with State policies, Agency shall have web (read) access to the computerized log of Portal users accessing for fee Agency data and their security status, without access cost to Agency. Agency will be responsible for the cost of terminal(s) and the cost of Internet access, whichever is used.

Agency must be able to sign on to SCI's system to audit enhanced access to its for-fee records. On-line audit capability must be available for the length of time after transaction processing specified by Agency. After the on-line retention period has expired, SCI shall, as specified between SCI and Agency,

South Carolina Interactive

retain, destroy, or provide the Portal user log information to other state agencies without cost. Insofar as these records may be public, SCI shall act as directed by Agency in compliance with State law on retention or access of public records.

At a minimum, the Portal shall retain the following data: name of Portal user, transaction data and time, type of inquiry and access keys.

SCI shall notify Agency and the relevant information technology management office of any unauthorized access to Portal operations lying within SCI's control, within two (2) hours of detection of the same. The notice shall contain detailed information to aid the State or Agency in examining the matter.

South Carolina Interactive

IN WITNESS TO THEIR AGREEMENT TO ALL THE ABOVE AND FOREGOING, the parties hereto have herein below executed this Agreement the day and year first above written:

Oconee County

By _____
Authorized Officer or Agent

Date _____

South Carolina Interactive, LLC

By _____
Authorized Officer or Agent

Date _____

STATE OF SOUTH CAROLINA
SC B&CB, DIV. OF STATE INFORMATION TECHNOLOGY
4430 BROAD RIVER ROAD
COLUMBIA SC 29210

Statement of Award

Posting Date: July 14, 2009

Solicitation: 5400000826
Description: SELF-FUNDED WEB PORTAL
Agency: SC BUDGET & CONTROL BOARD - DIVISION OF STATE INFORMATION TECHNOLOGY (DSIT)

The State awards the contract(s) noted below. This document is the final Statement of Award, effective , . Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. The State assumes no liability for any expenses incurred prior to the effective date of the contract.

AWARD - ONE RESPONSE RECEIVED: IN ACCORDANCE WITH SC PROCUREMENT CODE 11-35-1520 (10) AWARD, "WHEN ONLY ONE RESPONSE IS RECEIVED, THE NOTICE OF INTENT TO AWARD AND THE DELAY OF AWARD MAY BE WAIVED."

Contract Number: 4400001171
Awarded To: SOUTH CAROLINA INTERACTIVE LLC
1301 GERVAIS STREET - STE 710
COLUMBIA SC 29201

Total Potential Value: Self-Funding
Maximum Contract Period: July 16, 2009 through July 15, 2014

Item	Description	
00001	Self-funded Web Portal	SELF-FUNDING

Procurement Officer
Richard C. Katz, CPPB, CPM

CDW CDW-G CDW Canada 800.581.4239



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Products

Services

Solutions Center

All Categories > Printers, Scanners & Print Supplies > Barcode Scanners > MagTek Magstripe Mini Swipe Reader - magnetic card reader

MagTek Magstripe Mini Swipe Reader - magnetic card reader - USB

Mfg. Part: 21040145 | CDW Part: 1140626 | UNSPSC: 43211702

Magnetic card reader - USB - (Tracks 1, 2 & 3) - black



Qty

\$53.95 Advertised Price

\$15.95
Advertised Price



Recommended Warranty:
2 Extra Years Replacement Extension

Add to Cart

Availability: In Stock

Product Overview

Technical Specs

Warranties and Services

Product Overview

MagTek Magstripe Mini Swipe Reader - magnetic card reader - USB

Main Features

Magnetic card reader
USB
(Tracks 1
2 & 3)
black

The USB Mini Swipe Readers are available in either a standard HID or a Keyboard Emulation mode. These readers meet the USB requirements for less than one unit load. / The operator with status of the reader operations.

Technical Specifications

MagTek Magstripe Mini Swipe Reader - magnetic card reader - USB

Specifications are provided by the manufacturer. Refer to the manufacturer for an explanation of the print speed and other ratings.

Audio Input

Type: None

Bay Required

Type: None

Cable

Connectivity Details Length:	8 ft
Connectivity Details Type:	USB cable
Environmental Parameters	
Humidity Range Operating:	10 - 90%
Max Operating Temperature:	158 °F
Min Operating Temperature:	-40 °F
Header	
Compatibility:	PC
Manufacturer:	Magtek
Model:	Mini Swipe Reader
Packaged Quantity:	1
Product Line:	MagTek Magstripe
Input Device	
Connectivity Technology:	Wired
Form Factor:	External
Input Adapter Type:	Magnetic card reader
Interface Type:	USB
OK Notification:	LED indicator
Interface Provided	
Type:	None
Interface Required	
Connector Type:	4 pin USB Type A
Total Qty:	1
Type:	USB
Magnetic Card Reader	
Card Format:	AAMVA
Head Duty Cycle (Passes):	1,000,000
ISO Card Tracks:	Tracks 1, 2 & 3
Read Speed:	3 - 60 ips (7.62 - 152.4 cm/sec)
Recording Standard:	ISO 7810/7811
Miscellaneous	
Color:	Black
Compliant Standards:	CE , CSA , DOC-B , FCC Part 15 , Plug and Play , UL 1950
Power Device	
Type:	None
Scanner	
Form Factor:	Portable
Scan Element Type:	Magnetic stripe
Type:	Card Reader
Service	
Support Details Type:	Limited warranty
Slot Provided	
Total Qty:	1
Type:	Magnetic Card
Dimensions & Weight	
Depth:	3.9 in
Height:	1.3 in
Weight:	0.4 lbs
Width:	1.2 in
Cables (Details)	
Included Qty:	1



OCONEE COUNTY EMERGENCY SERVICES
FIRE, RESCUE **HAZMAT**
EMERGENCY MANAGEMENT

RODNEY BURDETTE, DIRECTOR
PH: 864-638-4200
FAX: 864-638-7046

415 S. PINE STREET
WALHALLA, SC 29691

TO: Oconee County Interim Administrator

From: Rodney Burdette, OCES Director

Subject: Bill for Hazardous Material Disposal

Date: 11-11-09

On September 24, 2009 we had an incident at Chau Ram Park where 2 55 gallon drums of hazardous chemicals were found. This was a few days after the severe flooding that we had in September. The drums were sealed and labeled as having Sodium Hydrosulfite in them. The drums were not full but the amounts in the drums could not be determined. This chemical is highly reactive to water and produces toxic fumes when combined with water. The drums were found just below and above the intake for the Westminster water systems intake. After the scene was secured and notifications made to the acting Administrator and upon my recommendation the Administrator agreed with the action plan of having Phillips Recoveries to come and assist us with securing the drums and taking care of the disposal of the drums. The bill for this service is attached and we are asking direction in how to proceed with paying this bill and from what account. This is not an item that is budgeted for. The total bill from Phillips Recoveries is \$3,578.00.

Phillips Recoveries, Inc.

508 Cherokee Road

Pelzer, S.C. 29669

Phone:864-947-6861

Fax:947-4002/sonja@phillipsrecoveries.com

Invoice

Date	Invoice #
10/21/2009	8174

Bill To
Oconee County 415 South Pine St. Wahalla, S.C. 29691 Attn: Rodney Burnette


P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	RE: Oconee County - Spill		
	09/24/09		
8	Hours - Response Supervisor - Mike - 10:00a - 6:00p	95.00	760.00
	Daily - ROLL-OFF TRUCK- w/operator - Mitch - 10:00a - 6:00p	650.00	650.00
	Daily Rental - Response Truck & Trailer	400.00	400.00
8	HRS - Labor Technician - Vickie - 10:00a - 6:00p	57.00	456.00
8	HRS - Labor Technician - Zeke - 10:00a - 6:00p	57.00	456.00
8	HRS - Labor Technician - Josh - 10:00a - 6:00p	57.00	456.00
	Transportation and Disposal to VLS Recovery Services OCONEE OVERPACK DRUM TO BE DELIVERED BACK TO OCONEE FD	400.00	400.00
	1.5% LATE CHARGE ADDED AFTER 30 DAYS		
	***PLEASE REMIT PAYMENT TO: 508 CHEROKEE RD. - PELZER, SC 29669		

Thank you for your business.

Total

57,578.00



**Oconee County
Parks, Recreation
& Tourism**

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

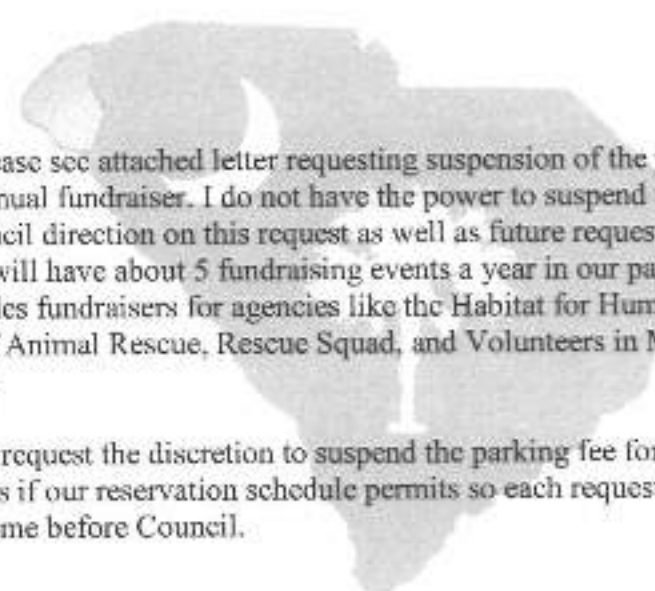
Phone: 864-888-1488
Fax: 864-888-1489

Phillip S. Shirley
Director of Parks,
Recreation & Tourism
pshirley@oconeesc.com
www.experienceoconee.com

Ann Leopard,
PRT Secretary
a.leopard@oconeesc.com

TO: Beth Hulse, Clerk to Council
FROM: Phillip S. Shirley, Director of Parks, Recreation & Tourism
CC:
DATE: November 19, 2009
RE: **Volunteers in Medical Missions Annual 5K**

Beth,



Please see attached letter requesting suspension of the parking fee for this annual fundraiser. I do not have the power to suspend fees so I need Council direction on this request as well as future request. We normally will have about 5 fundraising events a year in our park system that includes fundraisers for agencies like the Habitat for Humanity, Friends of Animal Rescue, Rescue Squad, and Volunteers in Medical Missions.

I'd like to request the discretion to suspend the parking fee for non profit fundraisers if our reservation schedule permits so each request doesn't have to come before Council.

Thank You!





VIMM

Volunteers in Medical Missions
265 South Cove Rd. Seneca, South Carolina 29672

Phone: 864-885-9023/1-800-815-8695

Fax: 864-885-3411

Email: missions@vimm.org

Website: www.vimm.org

October 26, 2009

Oconee County Parks, Recreation and Tourism
Mr. Phil Shirley, PRT Director
415 South Pine ST
Walhalla, SC 29691

COPY

Dear Phil:

Volunteers in Medical Missions is again planning a fund raising event at South Cove Park this year. I am writing to request the scheduling of the event at South Cove Park on the 17th of April 2010 and the suspension of the required parking fees for those participating in the event that morning.

The race will be similar to that which has been held for the past eight years. The main body of the race will be held within the confines of South Cove County Park with a portion on South Cove Road making a turn around on South Oak Pointe Drive. We are requesting traffic control and monitoring on South Cove Road by the entrance to South Oak Pointe Drive.

The time frame for the scheduled activity is as follows:

Race date: April 17, 2010 (Saturday)

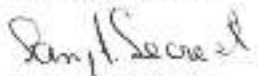
Race time and duration: The 5K race will begin at 9:00 AM. However, set up will begin at 7:00 AM and the event will be over by 11:00 AM

Participation: We hope to have about three hundred and fifty runners.

Insurance: Liability coverage is in place through the Oconee Runners Club.

I do appreciate your consideration of this matter.

Sincerely yours,


Larry J. Secrest
Executive Director

c: Sean McGuffee



Keowee Fire Department
October 10, 2009

WELCOME TO YOUR FIRE STATION

Our Mission:

The Commissioners, Officers and the firefighters shall work as a team in a professional manner to protect the lives, property and the environment of the property owners of the Keowee Fire District. The team will actively represent and participate in our district, serve as role models and strive to effectively and efficiently employ all necessary resources to provide a fire protection service deemed excellent by the people we serve.

Who We Serve:

Our Fire Department currently serves a population of approximately 5,000 people living in a 30 square mile area. We cover an estimated 500 Lake Keowee waterfront homes in 10 waterfront communities, 3 marinas, 26 commercial structures, and Duke Energy's Oconee Nuclear Site.

The Elected Commission:

Bob Bowles
Don Chamberlain
Steve Lefevre
Jack Leitch
Bob Malone

Today's Special Events:

10:30 a.m. – Jaws of Life Extrication Demonstration (Rear Parking Lot)
11:30 a.m. – Thermal Imaging Camera Demonstration (Training Room)
12:30 a.m. - Fire Extinguisher Training Class (Training Room)
1:30 p.m. - Sprinkler System Demonstration with live fire burn (Rear Parking Lot)

Things to check out while you're here:

Sign up for a pre-plan for your house
Purchase a lockbox
Look at the static equipment displays
Participate in the Fire Extinguisher Class
Watch the demonstrations
Learn about our sub-station on Doug Hollow Rd
Watch the Fire Safety Video playing in the day room
Grab a bite to eat
Inquire about being a volunteer



**Keowee Fire Department
Staff & Volunteers**

**Richie Caudill
Fire Chief**

**Brandon Shirley
Asst. Chief**

**Shane Gibbs
Captain**

**David Mansfield
Captain**

**Will Merritt
Captain**

**Sam Simmons
Part-Time Staff**

**Scott Walker
Part-Time Staff**

**Dave McDonald
Part-Time Staff**

**Bob Andrews
Lieutenant**

**Dan French
Lieutenant**

**Steve Macleod
Lieutenant**

FireFighters

Tom Alum

Jim Armstrong

Gary Brodhagen

Grover Brooks

Denny Caldwell

Steven Cannone

Roger Garst

Jim Hickey

Tom Jelinek

Jennifer Koch

Sig Lampe

Larry Langway

Tom Markley

Les McMahan

Jim Moss

Ed Nichols

Lane Caudill

Cole Shirley

David Stewart

Roger Weeks

Stu Wright

Ross Greer

Rob Smith

Andrew Drake



Keowee Fire Department
October 10, 2009

OUR EQUIPMENT

Engine 171 - 1st due Engine, 750 gal of water, 1500 gpm pump, 6 person seating

Engine 17 - 2nd due Engine, 1000 gal of water, 1500 gpm pump, Foam System

Engine 17A - Sub-Station Engine, 1000 gal of water, 1250 gpm pump

Engine 173 - 3rd due Engine, 1000 gal of water, 1250 pump, full restored 2009

Rescue 172 - Heavy Rescue, Extrication, Vehicle stabilization, Confined Space

Brush 17 - Responds to all woods and grass fires, 150 gal of water, 4x4

Chief's Car - 2009 Dodge Charger used daily by the Fire Chief

Station Pick-Up - 2009 Toyota Tundra 4x4

2009 Calls:

131 Calls to date (See attached Summary)

Website:

www.KeoweeFire.com

KEOWEE FIRE COMMISSION

115 Maintenance Road
Salem SC 29676
864-944-8666
www.keoweefire.com
KeoweeCommission@bellsouth.net

Commissioners

Don Chamberlain
Steve Lefevre
Jack Leitch
Bob Bowles
Bob Malone

October 7, 2009

July 2008 to June 2009 Keowee Fire District Summary

The Keowee Fire Department has matured into a well managed and significantly operational and responsive department thanks to Chief Richie Caudill, his officers and volunteers. It sets the standard for other stations within Oconee County. Many positive events occurred during the fiscal year benefiting the District in spite of an unclear path for the County Fire program.

The Chief and his team spent almost a full year completing the necessary requirements prior to examination by the Insurance Services Office but it was well worth the effort. The Fire District went from an ISO 5/9 to an ISO 4 for the entire District. The presence of the new substation on Doug Hollow Road assisted in improving this rating since now, all homes in the District are within 5 miles of a station. Everyone should check with their insurance company regarding a decrease in their insurance premiums due to the improved ISO rating. It signifies an improved department with increased training, testing and documentation of equipment and as well as the addition of the refurbished Keowee 173 fire truck and a well equipped rescue truck. The rating probably can not be lowered further without additional manpower.

The County promised to provide a new fire engine and with the assistance of our staff finding an excellent truck that meets our needs at a cost that saved the County funds, we obtained the unit in May 2009. This unit (Keowee 171) is owned and maintained by the County and replaces our 1984 truck and completes our needs for regular fire trucks.

The District (not the County) now owns 5 vehicles including engine 173, a rescue truck, a brush truck with attached skid for woods fires, a newly purchased pickup to run errands and haul firemen and the Chief's command car. We received discounts on purchase of the 2 new vehicles because of the downturn in the auto market. We also utilized funds from selling the Quick Response Vehicle which was not meeting our needs. The Rescue vehicle was damaged in an accident in June and will be repaired by insurance.

The Department ran 191 calls this fiscal year with 20% representing serious first responder calls and 39 % mutual aid to adjacent fire districts. Calls included 18 structure fires, 10 woods fires, 23 vehicle wrecks and various other events requiring fire department aid. The call volume continues to rise but we are hopeful that eventually this will level off indicating that everyone is doing a better job at limiting the need for a response and improving safety. The Department continues to sell fire extinguishers, lock boxes for the front door and provide free home prefire plans and firewise suggestions around the home. Keowee Key and Wynward Pointe continue to be active in the Firewise program sponsored by the National Forestry Service and it is hoped that additional communities will join this program. This fire prevention program is extremely important in our wooded environment. The Lions Club donated 4 laptop computers to be used on each truck and

will contain secured prefire plans, maps, hazardous materials management and other important data needed on the scene of fires and accidents. An accountability system has been obtained and used by the operations officer in charge to manage, monitor and follow all personnel on scene.

Both the new headquarters and substation have made a big improvement in the operation of the Department. Training can now be done on site, all equipment is under roof, officers can meet normal daily tasks and bunks in the HQ station permit overnight stays for out-of-District volunteers thus increasing on-site firemen

The 2008-09 budget presented several challenges related to the acquisition of some much needed equipment, the increased personnel costs due to the resignation of an assistant chief, increased cost of workers comp insurance and higher than expected fuel costs, etc. In spite of these issues, the District ended the year with a net income of \$50,135 before depreciation, which was placed in the Capital Reserve account that had been depleted during the construction of the two new stations. A FEMA grant of \$49,486 was of help in upgrading our communications equipment. The yearly financial audit by Byerley, Paine and White found no problems. This document is available at the station for review.

It is important to note the contributions by Commissioner Les McMahan who served a 2 year term and Ray Schmelter who has served from the beginning of the Commission and was one of the original volunteers to the department. Bob Malone and Bob Bowles are newly elected and are very active in the duties of the Commission. It is important to also note the contributions by all the staff and volunteers. Chief Richie has created an environment that results in a cohesive and enjoyable environment that attracts an enthusiastic group of volunteers that participate to their ability in the activities of the department.

The Commission wishes to thank the paid staff, volunteers and others who have volunteered their time and funds to make the Keowee Fire Department a model program to aid and protect the citizens of our District

The Keowee Fire Department has enjoyed many positive happenings this past year and we would like you to experience them at your convenience. The Commission encourages you to visit the fire station, meet the firemen, attend our monthly meeting, review all our documents and most importantly, consider being a volunteer fireman or helper at the station.

Submitted by Keowee Fire Commission



Summary By IncidentType

Period 1/1/2009-10/6/2009
 Status ALL

Incident Type	Total Calls	% of Total Calls	Mutual Aid None	Mutual Aid Given	Mutual Aid Received	Other Aid Given	Exposures
FIRES							
Building Fires (110-118)	6	4.58	0	2	0	1	0
Vehicle Fires (130-138)	5	3.82	3	1	1	0	0
Other Fires (100, 140-173)	6	4.58	4	0	0	0	0
Total Fires	18	13.74	7	4	1	1	0
Overpressure Ruptures (200-251)	0	0	0	0	0	0	0
Rescue Calls							
Emergency Medical Treatment (300-323)	9	6.87	9	0	0	0	0
All Others (331-381)	5	3.82	3	0	2	0	0
Total Rescue Calls	21	16.03	17	2	2	0	0
Hazardous Condition Calls (400-482)	2	1.53	0	1	0	1	0
Service Calls (500-571)	15	11.45	9	4	0	0	0
Good Intent Calls (600-671)	24	18.32	11	1	0	0	0
Severe Weather or Natural Disaster Calls (800-815)	0	0	0	0	0	0	0
Special Incident Calls	2	1.53	2	0	0	0	0
False Calls							
Malicious Calls (710-715,751)	0	0	0	0	0	0	0
Other False Calls (700, 721-746)	49	37.4	16	2	0	0	0
Total False Calls (700, 721-746)	49	37.4	16	2	0	0	0
Total Calls	131	100	62	14	3	2	0

KEOWEE FIRE COMMISSION

115 Maintenance Road
Salem SC 29676
864-944-8666
www.keoweefire.com
KeoweeCommission@bellsouth.net

Commissioners

Don Chamberlain
Steve Lefevre
Jack Leitch
Bob Bowles
Bob Malone

November 12, 2009

July 2009 to December 2009 Interim Summary Keowee Fire District

The Keowee Fire District (17th District in Oconee County, SC) has continued to build a strong department and to provide outstanding fire service to our District and Oconee County. We continue to cover approximately 1/5 of the property values within the County as well as Oconee Nuclear Station and adjacent Districts when requested so it is a major responsibility. The following events are under way or have occurred since the June 30th year-end report.

We are very proud of 2 young volunteers that have graduated from the Fire Academy this fall and have secured positions in fire departments.

We have completed construction of living quarters at the Doug Hollow Substation and will permit us to provide housing for up to two firemen thus providing at least part time on site coverage at the substation.

All our fire vehicles are in service with all testing completed and documented. They are proving to supply the needed resources for protection in our District with the exception of a ladder truck.

A comprehensive website (keoweefire.com) is now available and contains both information for the firemen and home owners in the District. It is updated weekly and includes training schedules, photos of recent calls, Commission minutes and summaries, information on services provided by the department, equipment, and more.

The District now has 3 designated Firewise Communities and we are striving to add at least one additional Community within the year.

Our Open House during Fire Prevention Week was attended by over 350 people. Programs included a dramatic demonstration of fire response to a building that is sprinkled or not sprinkled, use of auto extraction techniques using the "Jaws of Life", instructions in the use of a fire extinguisher, rationale for becoming a Firewise Community and sign up for a prefire plan and lock box for your home.

A year end audit performed by Byerly, Paine and White found no financial problems and a copy is submitted with this report for your review

Chief Richie Caudill and his staff of full time and volunteer firemen have created an outstanding department. Much time is spent in education including onsite training and seminars as well as attending meetings to gain knowledge and certification that will benefit the District. Testing and caring for equipment and education of homeowners within the District has been a major focus to insure a more responsive and safer District.

Finally, we appreciate the assistance and support from Oconee County including Rodney Burdette and his staff at Oconee Emergency Services, Rohyn Courtright, Kendra Brown and her Finance staff, Greg Nowell, the Audit staff, vehicle maintenance staff, members of the County Council and all the friendly and helpful folks at the County. The County is fortunate to have such a dedicated staff and we look forward to continuing a positive and cooperative relationship in the future.

KEOWEE FIRE COMMISSION

115 Maintenance Road
Salem SC 29676
864-944-8666
www.keoweefire.com
KeoweeCommission@bellsouth.net

Commissioners

Don Chamberlain
Steve Lefevre
Jack Leitch
Bob Bowles
Bob Malone

November 12, 2009

July 2008 to June 2009 Keowee Fire District Summary

The Keowee Fire Department has matured into a well managed and significantly operational and responsive department thanks to Chief Richie Caudill, his officers and volunteers. It sets the standard for other stations within Oconee County. Many positive events occurred during the fiscal year benefiting the District in spite of an unclear path for the County Fire program.

The Chief and his team spent almost a full year completing the necessary requirements prior to examination by the Insurance Services Office but it was well worth the effort. The Fire District went from an ISO 5/9 to an ISO 4 for the entire District. The presence of the new substation on Doug Hollow Road assisted in improving this rating since now, all homes in the District are within 5 miles of a station. Everyone should check with their insurance company regarding a decrease in their insurance premiums due to the improved ISO rating. It signifies an improved department with increased training, testing and documentation of equipment and as well as the addition of the refurbished Keowee 173 fire truck and a well equipped rescue truck. The rating probably can not be lowered further without additional manpower.

The County promised to provide a new fire engine and with the assistance of our staff finding an excellent truck that meets our needs at a cost that saved the County funds, we obtained the unit in May 2009. This unit (Keowee 171) is owned and maintained by the County and replaces our 1984 truck and completes our needs for regular fire trucks.

The District (not the County) now owns 5 vehicles including engine 173, a rescue truck, a brush truck with attached skid for woods fires, a newly purchased pickup to run errands and haul firemen and the Chief's command car. We received discounts on purchase of the 2 new vehicles because of the downturn in the auto market. We also utilized funds from selling the Quick Response Vehicle which was not meeting our needs. The Rescue vehicle was damaged in an accident in June and will be repaired by insurance.

The Department ran 191 calls this fiscal year with 20% representing serious first responder calls and 39 % mutual aid to adjacent fire districts. Calls included 18 structure fires, 10 woods fires, 23 vehicle wrecks and various other events requiring fire department aid. The call volume continues to rise but we are hopeful that eventually this will level off indicating that everyone is doing a better job at limiting the need for a response and improving safety. The Department continues to sell fire extinguishers, lock boxes for the front door and provide free home prefire plans and firewise suggestions around the home. Keowee Key and Wynward Pointe continue to be active in the Firewise program sponsored by the National Forestry Service and it is hoped that additional communities will join this program. This fire prevention program is extremely important in our wooded environment. The Lions Club donated 4 laptop computers to be used on each truck and

will contain secured prefire plans, maps, hazardous materials management and other important data needed on the scene of fires and accidents. An accountability system has been obtained and used by the operations officer in charge to manage, monitor and follow all personnel on scene.

Both the new headquarters and substation have made a big improvement in the operation of the Department. Training can now be done on site, all equipment is under roof, officers can meet normal daily tasks and bunks in the HQ station permit overnight stays for out-of-District volunteers thus increasing on-site firemen

The 2008-09 budget presented several challenges related to the acquisition of some much needed equipment, the increased personnel costs due to the resignation of an assistant chief, increased cost of workers comp insurance and higher than expected fuel costs, etc. In spite of these issues, the District ended the year with a net income of \$50,135 before depreciation, which was placed in the Capital Reserve account that had been depleted during the construction of the two new stations. A FEMA grant of \$49,486 was of help in upgrading our communications equipment. The yearly financial audit by Byerley, Paine and White found no problems. This document is available at the station for review.

It is important to note the contributions by Commissioner Les McMahan who served a 2 year term and Ray Schmelter who has served from the beginning of the Commission and was one of the original volunteers to the department. Bob Malone and Bob Bowles are newly elected and are very active in the duties of the Commission. It is important to also note the contributions by all the staff and volunteers. Chief Richie has created an environment that results in a cohesive and enjoyable environment that attracts an enthusiastic group of volunteers that participate to their ability in the activities of the department.

The Commission wishes to thank the paid staff, volunteers and others who have volunteered their time and funds to make the Keowee Fire Department a model program to aid and protect the citizens of our District

The Keowee Fire Department has enjoyed many positive happenings this past year and we would like you to experience them at your convenience. The Commission encourages you to visit the fire station, meet the firemen, attend our monthly meeting, review all our documents and most importantly, consider being a volunteer fireman or helper at the station.

Submitted by Keowee Fire Commission

Oconee County, South Carolina
 General Fund Schedule of Revenues, Expenditures, and Changes in Fund Balance
 Year to Date Totals as of September 30, 2009

SUMMARY	Original Budget	YTD Actual	Variance / Remaining Budget	%
				Remaining
REVENUES				
Taxes	30,735,830	1,040,433	29,695,397	97%
Licenses, Permits and Fees	2,274,238	436,620	1,837,618	81%
Intergovernmental	4,091,834	12,117	4,079,717	100%
Fines and forfeitures	534,000	129,486	404,514	76%
County airport	701,974	156,574	545,400	78%
Parks & Recreation	291,666	128,928	162,737	56%
Miscellaneous and other	1,238,443	405,459	832,984	67%
Franchise Fees	54,500	0	54,500	100%
Interest Income	550,000	29,240	520,760	95%
Total Revenues	40,472,484	2,338,857	38,133,626	94%
EXPENDITURES				
Administration	1,059,919	156,321	903,598	85%
Airport	919,785	105,047	814,738	89%
Community Services	2,497,483	577,783	1,919,700	77%
Direct Aid	1,787,769	810,000	977,769	55%
General Government	4,812,045	931,462	3,880,583	81%
Judicial Services	2,758,827	615,749	2,142,878	78%
Public Safety	12,679,021	2,427,872	10,251,149	81%
Public Works	12,153,797	2,185,518	9,968,179	82%
State Services	698,616	222,828	475,788	68%
Taxation	2,710,324	641,785	2,068,539	76%
Total Expenditures	42,077,386	8,674,455	33,402,931	79%
Excess (deficiency) of revenues over expenditures	(1,604,902)	(6,335,598)	4,730,695	
Other financing sources (uses)				
Interfund transfer in	2,185,936	0	2,185,936	
Interfund transfer out	(581,034)	0	(581,034)	
Total other financing sources	1,604,902	0	1,604,902	
Total	0	(6,335,598)	6,335,597	

Oconee County, South Carolina
 General Fund Schedule of Revenues, Expenditures, and Changes in Fund Balance
 Year to Date Totals as of September 30, 2009

DETAIL	Original Budget	YTD Actual	Variance / Remaining Budget	% Remaining
REVENUES				
Taxes	30,735,830	1,040,433	29,695,397	97%
Licenses, Permits and Fees	2,274,238	436,620	1,837,618	81%
Intergovernmental	4,091,834	12,117	4,079,717	100%
Fines and forfeitures	534,000	129,486	404,514	76%
County Airport	701,974	156,574	545,400	78%
Parks & Recreation	291,865	128,928	162,737	56%
Miscellaneous and other	1,238,443	405,459	832,984	57%
Franchise Fees	54,500	0	54,500	100%
Interest Income	550,000	29,240	520,760	95%
Total Revenues	40,472,484	2,338,857	38,133,627	94.2%
EXPENDITURES				
Administration:				
Administrator	272,723	9,548	263,175	98%
County Council	504,194	70,451	433,743	88%
Economic Development	283,002	76,324	206,678	73%
	<u>1,059,919</u>	<u>156,321</u>	<u>903,598</u>	<u>85%</u>
Airport	918,785	105,047	814,738	89%
Community Services:				
Library	1,224,953	287,808	937,145	77%
Parks	1,272,530	289,975	982,555	77%
	<u>2,497,483</u>	<u>577,783</u>	<u>1,919,700</u>	<u>77%</u>
Direct Aid	1,787,769	810,000	977,769	55%
General Government:				
Building Codes	619,855	134,148	485,706	78%
Charity Medical	115,000	40,000	75,000	65%
Finance	621,523	157,811	463,712	75%
Human Resources	1,367,759	78,639	1,289,120	94%
Information Technology	1,009,888	143,028	866,860	86%
Non-Departmental	682,050	290,815	391,235	57%
Planning	196,572	44,057	152,515	78%
Zoning	6,200	0	6,200	100%
Procurement	193,218	43,153	150,065	78%
	<u>4,812,045</u>	<u>931,452</u>	<u>3,880,593</u>	<u>81%</u>

DETAIL	Original Budget	YTD Actual	Variance / Remaining Budget	% Remaining
Judicial Services:				
Clerk of Court	651,369	127,735	523,634	60%
Magistrates	580,567	133,530	447,037	77%
Probate Court	496,008	96,898	401,010	81%
Probation, Parole & Pardon	0	0	0	0%
Public Defender	150,000	75,000	75,000	50%
Register of Deeds	381,517	75,741	305,776	60%
Solicitor	487,126	106,745	380,381	78%
	<u>2,758,627</u>	<u>615,749</u>	<u>2,142,878</u>	<u>78%</u>
Public Safety:				
Animal Control	408,073	85,526	322,547	79%
Communications	1,734,529	249,920	1,484,609	86%
Coroner	147,294	27,293	120,001	81%
Detention Center	2,817,751	526,216	2,291,535	81%
Emergency Services	1,505,527	185,328	1,420,199	88%
Sheriff	5,965,847	1,353,589	4,612,258	77%
	<u>12,679,021</u>	<u>2,427,872</u>	<u>10,251,149</u>	<u>81%</u>
Public Works:				
Engineering Services	60,000	0	60,000	100%
Facility Maintenance	1,536,694	240,122	1,296,572	84%
Roads	4,099,803	696,844	3,402,959	83%
Soil & water Conservation	52,573	9,312	43,261	82%
Solid Waste	3,985,077	770,851	3,224,226	81%
Vehicle Maintenance	2,409,650	488,489	1,941,161	81%
	<u>12,153,797</u>	<u>2,185,618</u>	<u>9,968,179</u>	<u>82%</u>
State Services:				
Charity Medical Indigent	170,000	81,910	88,090	52%
Cooperative Extension	8,750	8,750	0	0%
DSS/DHHS	13,410	2,500	10,910	81%
Health Department	62,150	11,484	50,666	82%
Legislative Delegation	81,288	18,333	62,955	77%
Registrations & Elections	184,710	60,254	124,456	67%
Veteran's Affairs	178,308	39,597	138,711	78%
	<u>698,616</u>	<u>222,828</u>	<u>475,788</u>	<u>68%</u>
Taxation:				
Assessor	1,297,755	289,221	1,008,534	78%
Auditor	364,977	73,706	291,271	80%
Board of Assessment Appeals	12,531	1,047	11,484	92%
Computer Tax Center	188,730	60,894	127,836	68%
Delinquent Tax Collector	416,988	130,301	286,687	69%
Treasurer	429,345	86,616	342,729	80%
	<u>2,710,324</u>	<u>641,785</u>	<u>2,068,539</u>	<u>76%</u>
Total Expenditures	<u>42,077,386</u>	<u>8,674,455</u>	<u>33,402,931</u>	<u>79%</u>
Excess (deficiency) of revenues over expenditures	<u>(1,604,902)</u>	<u>(6,335,598)</u>	<u>4,730,696</u>	

DETAIL	<u>Original Budget</u>	<u>YTD Actual</u>	<u>Variance / Remaining Budget</u>	<u>% Remaining</u>
Other financing sources (uses)				
Interfund transfer in	2,185,936	0	2,185,936	
Interfund transfer out	(581,034)	0	(581,034)	
Total other financing sources	<u>1,604,902</u>	<u>0</u>	<u>1,604,902</u>	
Total	<u><u>0</u></u>	<u><u>(6,335,598)</u></u>	<u><u>6,335,598</u></u>	



FOOTHILLS AREA FAMILY YMCA

Mr. Reg Dexter
415 South Pine Street
Walhalla, SC 29691

fafymca@hotmail.com
www.foothillsymca.com
tel: 864-654-9622
fax: 864-654-5009

Y It's not a question.
It's the answer.

November 10, 2009

COPY

2009 BOARD MEMBERS:

Charles Baker
President/CVO

Bruce Miehle
Vice President/CVO

Kari Carson
Secretary

Don Estep
Treasurer

Dr. Bud Webb
Past CVO

Dr. Stan Lukawcki

Dr. Michelle Martin

Chris Painter

Jean Serino

Dr. Jim Woods

STAFF:

Anna Connelly
Executive Director

Christy Medeiros
Office Assistant

Corie Smith
Program Director

Tim Butler
Maintenance

Mr. Dexter,

My name is Anna Connelly and I am the director of the Foothills Area Family YMCA. As you know, our YMCA will be relocating to the Keowee River Development in the near future and with this growth comes much need for change. We are seeking to strengthen and broaden our current Board of Directors to include a better representation of Oconee County.

It has been determined by our Nominating Committee that the County Council should most definitely have a seat on this YMCA board, one that represents the needs of the community now and will also help plot the course and direction of the Foothills YMCA as we build a strong future for the children, the families and the citizens of Oconee County.

On behalf of the Nominating Committee, we wish to ask that Phil Shirley be appointed to fill this seat for the County Council. I have personally spoken with Mr. Shirley regarding this position and he has agreed to represent Oconee County on the YMCA Board of Directors, beginning in January of 2010.

Please let me know if this appointment meets with your approval as well as the County Council. Thank you so much for your time and attention in this matter. Looking forward to opening many doors throughout the county!

Sincerely,

Anna Connelly
Executive Director

Cc Mr. Phil Shirley

Cc Mr. Reg Dexter

275 YMCA Circle, Seneca, SC 29678

864-654-9622

We build strong kids, strong families, strong communities.



FOR YOUR INFORMATION
December 1, 2009

Oconee County Owned Buildings - November 2009


Building Name	Physical Address	Sq Ft	Year Built	Condition: 1=Below Average; 2=Average; 3=Above Average
Oconee County Public Library System				
Walhalla Branch Library	501 W. S. Broad Street Walhalla, SC 29691	15,086	1975	2
Westminster Branch Library	112 West North Avenue Westminster, SC 29693	5,810	1979	2
Seneca Branch Library	300 E. South 2nd Street Seneca, SC 29678	7,702	1968	2
Oconee County Public Safety				
Law Enforcement Center	300 S. Church Street Walhalla, SC 29691	45,000	2004	3
Detention Center	300 S. Church Street Walhalla, SC 29691	18,900	1976	1
Satellite Station	121 Ulla Doyle Drive Seneca, SC 29678	2,000	1980	2
Rural Fire Camp Building	319 Camp Road Walhalla, SC 29691	3,500	1935	1
Haz-Mat Building	319 Camp Road Walhalla, SC 29691	2,400	2003	2
Coroner's Office/Storage	60 Short Street Walhalla, SC 29691	3,047	1951	1
Animal Shelter	1925 Sandifer Blvd. Seneca, SC 29678	8,820	2008	3
Oconee County Judicial System				
Walhalla Magistrate	208 Booker Street Walhalla, SC 29691	4,470	1954	2
Oconee County Courthouse (New)	205 W. Main Street Walhalla, SC 29691	58,485	2003	1
Oconee County Courthouse (Old)	211 W. Main Street Walhalla, SC 29691	28,515	1956	1
Oconee County Administrative Services				
Administrative Office	415 S. Pine Street Walhalla, SC 29691	28,193	1954	2
Agriculture Building	301 W. S. Broad Street Walhalla, SC 29691	6,580	1938	1
Oconee County Airport				
Airport Terminal Building	365 Airport Road Seneca, SC 29678	11,065	1998	2
Oconee County Arts and Historical				
Heritage Museum	123 Browns Square Drive Walhalla, SC 29691	15,958	2003	3
Patriots Hall	13 Short Street Walhalla, SC 29691	3,220	1935	2
Oconee County Economic Development				
Economic Development Office	502 E. Main Street Walhalla, SC 29691	2,965	1899	1

Oconee County Owned Buildings - November 2009

Building Name	Physical Address	Sq Ft	Year Built	Condition: 1=Below Average; 2=Average; 3=Above Average
Oconee County Parks, Recreation and Tourism				
Chau Ram County Park	1220 Chau Ram Park Road Westminster, SC 29693			
	Bath House	588	1975	1
	Bath Room	330	1985	1
	Recreation Building	2,726	1975	1
	Equipment Shed	336	1985	2
	Park Superintendent Home	1,484	1988	1
	Shelter #1	494	1975	2
	Shelter #2	567	1975	2
	Shelter #3	320	1975	2
South Cove County Park	1031 South Cove Road Seneca, SC 29677			
	Park Superintendent Home	1,711	1978	2
	Office/Shop	2,040	1974	2
	Recreation Building	2,576	1978	2
	Comfort Station #1	588	1973	2
	Comfort Station #2	672	1973	1
	Comfort Station #3	1,085	2006	3
	Pavilion	1,711	2003	3
High Falls County Park	671 High Falls Road Seneca, SC 29678			
	Loop Bath House	616	1973	2
	Knob Bath House	437	1973	1
	Front Cove Bath House	609	1973	2
	Back Cove Bath House	616	1973	2
	A.C.H House/White House	3844	1835	2
	Park Superintendent Home	2898	1972	2
	Shop/Shed	1250	1972	2
	Recreation Building	3438	1972	2
	Swim Shelter/Patio Deck	4317	1972	2
	Point Shelter	1326	1972	2

Oconee County
Facilities Maintenance
Department

MEMORANDUM

TO: Oconee County Council
FROM: Lake Julian 
DATE: November 19, 2009
RE: Old Courthouse Re-Roof

Lake Julian
Facilities Maintenance

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

Phone: 864-638-1521

E-mail:
julian@oconeesc.com

As requested, I have deliberated on a cost estimate to re-roof the vacant courthouse, but without further investigation and discussion with a structural engineer and/or builder, the following cost estimate would only be a guess.

The cost of a steel truss system to support a metal standing seam roof could cost around \$15 per square foot on a new construction. With the complications of retrofitting a roof system of this nature to the existing 50 year old structure, I would count on an increase of at least \$15 more per square foot making it an estimate of \$30 per square foot. This estimate is only for the re-roof. Please note that any unforeseen problems that always seem to occur during a remodel could easily increase this cost estimate well over the \$30 per square foot mark.

There is approximately 16,000 square foot of roofing area on the building, making the cost approximately \$500,000.

Other considerations that may increase the cost is the existing roof houses a roof-top HVAC unit and there would need to be a design for the unit for a truss-type structure, that is, if the unit remained on the roof. The existing roof design is composed of five (5) different levels. In saying this, in order to achieve the sufficient roof slope, a portion of the existing windows may need to be removed.





Interstate ROOFING COMPANY, INC.

3316 OLD FINEVILLE ROAD • BOX 240513
CHARLOTTE NORTH CAROLINA 28224
704-525-3143 • FAX 704-527-3704

Mr. Lake Julian
Oconee County
415 South Pine Street
Wallhalla, SC 29691

November 16, 2009

The following outlines a budget to re-roof the Old Court House Building locate in Oconee County, SC.

**TPO single Ply membrane with Insulation
(Approximately 15500 sqft)**

The following is a brief scope of work.

Remove all existing roofing down to the decking and dispose of debris properly.

Install 1/4" per foot tapered ISO insulation.

Fully adhere .045 TPO to insulation.

Install new 24g. galvanized steel coping counter flashing, gutter and downspout.

2009 Budget - \$245,000.00

Note:

Workmanship is guaranteed for two years.

Firestone will provide a 10 year NDL warranty for no charge. Any additional warranty will be extra.

I am not sure of the decking and condition of the existing decking. Samples and a structural analysis will have to be completed before we proceed any further. It will also have to be tested for asbestos. The above price does not include any asbestos removal or deck repair. I would budget an additional \$75,000.00 for this work.

Please feel free to give me a call with any questions.

Sincerely,

Jeff Taylor
Vice President

Beth Hulse

From: Mike Lucas (mlucas@ocanee.k12.sc.us)
 Sent: Friday, November 20, 2009 2:17 PM
 To: Beth Hulse
 Cc: jhulse@n.wax.net; regpeter@belsouth.net; tomcorbett@belsouth.net; scbnc; Michael Thorland; Gloria Macero
 Subject: Please share with County Council and Administrator

Beth,

Could you please share this information with County Council? I only had e-mail addresses for three of the Council members.

I've received and attached updated information for school millage rates throughout South Carolina from the state's Office of Research (Budget and Control Board). You'll find a ranking for the 85 school districts by (1) operational mills, (2) debt service mills, and (3) total school mills. I've also included the original file transmitted to me by Grant Gibson in Columbia.

The Council will note that only six districts have fewer total mills than Oconee County for schools.

Although *The Journal* has not mentioned schools specifically, there is an implied message that citizens are overtaxed for the services they receive. This data shows that school taxes are among the most favorable in the state for our citizens.

We're extremely fortunate to have such a great tax base for business and industry which keeps our taxes low for the citizens.

Thanks for your help!

Mike

Michael Lucas, Ed.D.
 District Superintendent
 School District of Oconee County
 414 South Pine Street
 Walhalla, SC 29581
 854.686.4400 ext. 1120
 mlucas@ocanee.k12.sc.us
 * Lucas, Mike *

The School District of Oconee County does not discriminate on the basis of race, color, religion, national origin, sex, age, or handicap in admission to, access to, treatment in, or employment in its programs and activities. Kenneth A. Wilson, Assistant Superintendent for Human Resources Services, Range 4 North, 200/404/1000, and Dave England, Assistant Superintendent for Technology (Title IX) have been designated to handle inquiries or complaints regarding any discrimination matter. Their offices are located at 414 S. Pine St., Walhalla, SC 29581. They may be contacted 854.686.4400 if you have questions.

NOTE: Email is provided to employees for the instructional and administrative needs of the district. E-mail correspondence reflects a district

2002 Total School Millage	168.8	132.6	222.0	141.3	230.4	168.6	184.6	195.4	221.5	232.9	186.0	164.0	202.0	129.2	180.5	160.0	109.7	CHARLESTON
2003 Total School Millage	185.0	147.6	242.0	148.3	234.4	174.9	186.6	195.1	216.5	275.9	214.0	176.0	213.0	130.4	0.0	160.0	117.2	CALHOUN
2004 Total School Millage	190.3	147.6	242.0	155.3	231.4	160.9	178.6	187.1	234.8	286.0	221.5	176.5	229.5	94.2	184.0	158.0	121.4	BERKELEY
2005 Total School Millage	194.1	149.5	262.0	158.6	221.4	158.9	177.6	197.0	254.5	281.0	222.5	179.5	229.5	96.2	190.0	158.0	106.9	BEAUFORT
2006 Total School Millage	206.1	154.7	278.0	164.8	215.0	178.0	193.7	200.1	261.5	281.0	228.5	194.5	233.5	108.7	185.0	152.0	106.4	BARNWELL 45
2007 Total School Millage	208.4	154.9	301.0	170.3	223.0	196.7	205.8	204.4	267.9	287.9	232.3	202.5	233.5	122.8	191.6	149.0	113.6	BARNWELL 29
2008 Total School Millage	183.1	160.2	304.0	167.7	223.1	194.8	191.1	188.4	289.4	293.9	236.8	202.1	233.5	130.6	191.6	145.0	122.6	BARNWELL 19
2002 School Operating	144.2	106.5	208.0	116.3	160.4	133.6	147.1	151.1	184.5	231.9	120.0	137.0	143.0	107.0	120.5	137.0	89.3	BAMBERG 02
2003 School Operating	160.0	124.0	225.0	123.3	168.4	138.9	151.6	159.1	191.5	242.4				108.2			137.0	BAMBERG 01
2004 School Operating	160.0	124.0	225.0	123.3	171.4	138.9	149.6	158.1	197.5	247.0	140.0	150.0	163.0	75.2	134.0	135.0	109.0	ANDERSON 05
2005 School Operating	160.0	124.0	244.0	128.6	171.4	138.9	149.6	160.0	205.5	248.0	140.0	153.0	163.0	77.2	130.0	129.0	91.1	ANDERSON 04
2006 School Operating	169.0	126.9	260.0	133.8	175.0	149.0	153.7	168.1	215.5	248.0	150.0	158.0	173.0	91.7	130.0	129.0	92.8	ANDERSON 03
2007 School Operating	174.0	125.8	269.0	140.3	181.0	155.7	160.8	174.4	223.9	255.9	154.8	158.0	173.0	97.3	142.6	129.0	95.4	ANDERSON 02
2008 School Operating	171.1	131.0	272.0	129.7	176.1	154.8	153.1	165.4	234.4	258.9	159.3	162.6	173.0	102.6	142.6	129.0	98.7	ANDERSON 01
2002 School Debt	24.6	26.1	14.0	25.0	70.0	35.0	37.5	44.3	37.0	1.0	49.0	10.0	42.0	22.2	60.0	16.0	20.4	ALLENDALE
2003 School Debt	25.0	23.6	17.0	25.0	66.0	36.0	35.0	36.0	25.0	33.5				22.2		16.0	12.1	AIKEN
2004 School Debt	30.3	23.6	17.0	32.0	60.0	22.0	30.0	39.0	37.3	39.0	60.0	5.0	45.0	19.0	60.0	16.0	12.4	ABBEVILLE
2005 School Debt	34.1	25.5	18.0	30.0	50.0	20.0	28.0	37.0	49.0	33.0	61.0	5.0	45.0	19.0	60.0	22.0	15.8	
2006 School Debt	37.1	27.8	18.0	31.0	40.0	30.0	40.0	32.0	46.0	33.0	55.0	13.0	37.0	17.0	55.0	16.0	13.6	
2007 School Debt	34.4	29.1	32.0	30.0	42.0	41.0	45.0	30.0	44.0	32.0	54.0	21.0	37.0	22.8	49.0	16.0	18.2	
2008 School Debt	22.0	29.2	32.0	36.0	47.0	40.0	38.0	33.0	55.0	35.0	54.0	16.0	37.0	28.0	49.0	16.0	23.9	
2002 School Other											17.0	17.0	17.0				7.0	
2003 School Other																	7.0	
2004 School Other											21.5	21.5	21.5				7.0	
2005 School Other											21.5	21.5	21.5				7.0	
2006 School Other											23.5	23.5	23.5				7.0	
2007 School Other											23.5	23.5	23.5	2.9			4.0	
2008 School Other											23.5	23.5	23.5				4.0	

	CHEROKEE	CHESTER	CHESTERFIELD	CLARENDDON 01	CLARENDDON 02	CLARENDDON 03	COLLETON	DARLINGTON	DILLON 01	DILLON 02	DILLON 03	DORCHESTER 02	DORCHESTER 04	EDGEFIELD	FAIRFIELD	FLORENCE 01	FLORENCE 02	FLORENCE 03
2002 Total School Millage	188.1	191.5	149.5	142.8	114.0	243.6	126.8	163.3	135.0	135.0	135.0	192.9	248.1	198.4	177.1	145.6	187.2	151.4
2003 Total School Millage	166.4	202.4	157.5	150.0	123.8	255.4	131.9	163.8	146.0	146.0	146.0	193.0	257.0	205.9	171.7	158.2	188.8	152.9
2004 Total School Millage	167.6	212.9	163.5	146.7	113.8	231.2	123.9	167.0	149.0	149.0	149.0	196.1	266.3	205.6	174.9	162.0	212.3	158.3
2005 Total School Millage	168.0	199.6	161.6	145.2	112.0	230.4	95.6	174.0	155.3	155.3	155.3	172.0	241.5	205.6	181.1	156.6	218.2	163.3
2006 Total School Millage	168.0	210.0	173.9	139.1	113.6	226.8	122.7	185.9	159.0	159.0	159.0	184.2	260.1	195.7	192.9	166.0	216.9	170.8
2007 Total School Millage	187.8	223.6	196.1	143.8	117.9	237.2	145.9	195.3	162.0	162.0	162.0	196.6	273.0	198.9	198.8	176.5	220.4	175.5
2008 Total School Millage	196.9	221.4	201.6	138.4	116.3	247.5	150.9	202.4	165.5	165.5	165.5	203.2	278.2	203.9	204.3	182.7	226.6	181.9
2002 School Operating	156.0	153.0	136.6	93.6	81.5	182.4	115.4	143.4	118.0	118.0	118.0	152.2	181.6	170.9	162.0	119.0	137.1	138.5
2003 School Operating	156.0	163.0	154.6	94.9	88.9	190.9	117.7	146.3	126.5	126.5	126.5	152.2	200.0	175.9	162.0	140.2	142.3	138.5
2004 School Operating	156.0	169.0	152.5	102.4	98.0	205.0	113.4	145.0	128.0	128.0	128.0	155.0	211.0	177.6	165.0	145.7	149.4	147.5
2005 School Operating	156.0	172.0	146.3	110.2	105.1	225.0	87.8	146.7	131.5	131.5	131.5	131.9	197.2	177.6	171.2	140.2	158.0	152.0
2006 School Operating	156.0	178.0	158.2	106.7	110.9	224.1	98.2	152.0	135.3	135.3	135.3	143.5	218.2	170.0	183.0	151.0	168.8	158.9
2007 School Operating	161.8	183.7	163.3	110.8	115.1	234.4	101.4	157.3	138.3	138.3	138.3	156.8	231.3	175.4	188.9	157.5	169.0	164.4
2008 School Operating	166.9	182.2	169.1	107.0	113.5	244.7	104.4	161.9	161.0	161.0	161.0	161.5	236.4	180.4	194.4	163.7	173.9	169.3
2002 School Debt	12.1	38.5	2.9	45.8	29.1	57.8	11.4	12.7				29.8	56.4	27.5	15.1	26.6	50.1	12.9
2003 School Debt	10.4	39.4	2.9	51.8	31.6	61.2	14.2	10.3	3.0	3.0	3.0	29.8	46.0	30.0	9.7	18.0	46.5	14.4
2004 School Debt	11.6	43.9	2.9	40.7	12.2	22.6	10.5	15.0	4.5	4.5	4.5	29.8	44.0	28.0	9.9	16.3	62.9	10.8
2005 School Debt	12.0	27.6	7.7	32.5	4.4	2.9	7.8	20.0	5.5	5.5	5.5	29.8	34.0	28.0	9.9	16.4	60.2	11.3
2006 School Debt	12.0	32.0	7.7	29.7	0.0	0.0	24.5	25.5	5.5	5.5	5.5	29.8	30.0	25.7	9.9	15.0	50.1	11.9
2007 School Debt	26.0	39.9	24.5	30.2	0.0	0.0	44.5	26.0	5.5	5.5	5.5	29.8	30.0	23.5	9.9	19.0	51.4	11.1
2008 School Debt	30.0	39.2	24.5	28.6	0.0	0.0	46.5	26.0	3.5	3.5	3.5	29.8	30.0	23.5	9.9	19.0	52.7	12.5
2002 School Other			10.1	3.4	3.4	3.4		7.3	17.0	17.0	17.0	10.9	10.9					
2003 School Other				3.3	3.3	3.3		7.2	16.5	16.5	16.5	11.0	11.0					
2004 School Other			8.1	3.6	3.6	3.6		7.0	16.5	16.5	16.5	11.3	11.3					
2005 School Other			7.6	2.5	2.5	2.5		7.3	18.3	18.3	18.3	10.3	10.3					
2006 School Other			8.0	2.7	2.7	2.7		8.4	18.3	18.3	18.3	10.9	10.9					
2007 School Other			8.3	2.8	2.8	2.8		12.0	18.3	18.3	18.3	12.0	11.7					
2008 School Other			8.0	2.8	2.8	2.8		12.5	1.0	1.0	1.0	11.9	11.6					

2002 Total School Millage	191.3	231.8	140.7	140.1	182.2	160.9	113.0	196.0	214.0	124.9	140.6	165.1	174.5	170.0	170.0	180.1	262.3	179.2
2003 Total School Millage	189.3	234.1	146.2	144.1	202.1	175.4	131.0	234.0	309.0	130.4	131.5	169.8	178.5	175.0	173.0	174.6	277.1	183.1
2004 Total School Millage	156.2	247.7	146.2	147.8	214.0	181.3	159.8	243.0	328.0	130.4	136.0	173.4	185.5	178.0	175.0	181.8	285.1	183.1
2005 Total School Millage	237.4	242.2	148.2	147.9	234.9	199.7	174.3	229.0	332.0	129.7	141.0	179.6	185.5	178.0	176.0	182.0	272.1	168.4
2006 Total School Millage	201.9	242.6	112.5	156.4	243.4	214.9	203.8	221.0	322.0	135.3	112.5	165.3	160.5	182.0	180.0	187.0	287.1	173.2
2007 Total School Millage	192.7	250.9	116.3	150.7	248.1	219.6	208.5	221.0	327.0	143.3	118.0	191.2	170.1	189.5	186.0	193.0	301.4	178.6
2008 Total School Millage	191.3	261.6	121.7	156.7	236.9	256.9	201.1	223.0	333.0	143.3	130.0	217.1	175.3	180.0	241.4	198.1	311.3	178.6
2002 School Operating	112.2	184.9	123.2	97.6	132.9	139.2	94.2	177.0	192.0	102.9	118.3	136.7	133.5	146.0	146.0	132.3	215.3	153.2
2003 School Operating	113.3	186.9	123.2	101.6	140.8	151.3	116.3	218.0	293.0	108.4	127.0	141.4	138.5	149.0	149.0	132.6	220.3	157.1
2004 School Operating	116.6	189.9	123.2	105.3	150.7	158.9	143.0	218.0	293.0	108.4	129.0	145.0	143.5	152.0	152.0	133.8	220.3	157.1
2005 School Operating	126.8	198.8	123.2	105.4	158.0	170.5	155.2	210.0	308.0	101.7	133.5	151.2	143.5	152.0	152.0	136.0	193.0	143.4
2006 School Operating	126.8	204.9	87.5	113.9	163.4	183.0	181.3	202.0	304.0	107.3	112.5	141.0	119.0	156.0	156.0	137.5	213.8	143.4
2007 School Operating	130.9	211.8	91.3	108.2	168.1	187.7	186.0	202.0	306.0	115.3	118.0	143.4	123.5	161.0	161.0	141.8	228.1	148.9
2008 School Operating	131.9	218.1	94.7	114.2	164.3	232.6	159.5	202.0	306.0	115.3	122.0	150.3	128.5	161.5	161.5	145.7	242.0	148.9
2002 School Debt	79.1	46.9	17.5	42.5	36.7	9.0	6.2	19.0	22.0	22.0	22.3	28.4	38.5	24.0	24.0	47.8	47.0	26.0
2003 School Debt	76.0	45.2	23.0	42.5	46.6	9.4	0.0	16.0	16.0	22.0	4.5	28.4	38.5	26.0	24.0	42.0	56.8	26.0
2004 School Debt	39.6	57.8	23.0	42.5	50.3	9.4	3.8	20.0	25.0	22.0	7.0	28.4	38.5	26.0	23.0	48.0	64.8	26.0
2005 School Debt	110.6	43.4	25.0	42.5	61.4	13.7	3.6	19.0	24.0	28.0	7.5	28.4	38.5	26.0	24.0	46.0	79.1	25.0
2006 School Debt	75.1	37.7	25.0	42.5	61.4	13.3	3.9	19.0	18.0	28.0		24.3	38.5	26.0	24.0	49.5	73.3	29.8
2007 School Debt	61.8	39.1	25.0	42.5	61.4	13.3	3.9	19.0	21.0	28.0	0.0	47.8	43.5	28.5	25.0	51.2	73.3	29.8
2008 School Debt	59.4	43.7	27.0	42.5	61.4	13.1	30.4	21.0	27.0	28.0	8.0	66.8	43.5	28.5	79.9	53.4	69.3	29.8
2002 School Other					12.6	12.6										2.5		
2003 School Other					14.7	14.7										2.5		
2004 School Other					13.0	13.0		5.0	10.0							3.5		
2005 School Other					15.5	15.5										3.5		
2006 School Other					18.6	18.6										3.0		
2007 School Other					18.6	18.6										3.1		
2008 School Other					11.2	11.2										3.3		

2002 Total School Millage	236.4	282.1	238.7	143.7	150.0	150.0	190.0	165.1	226.1	134.5	209.5	205.5	222.5	142.9	222.0	241.2	175.0	214.4
2003 Total School Millage	239.7	282.1	246.1	137.4	156.0	151.0	194.0	180.1	233.2	139.7	205.2	208.2	221.2	140.1	259.0	260.4	196.8	206.7
2004 Total School Millage	252.6	282.1	241.9	156.0	165.0	159.0	197.0	182.1	230.5	137.0	218.2	206.2	223.2	147.1	267.6	268.0	206.3	222.1
2005 Total School Millage	238.6	244.5	214.6	168.1	170.0	163.0	199.0	184.1	248.7	143.6	228.0	208.0	226.0	140.0	246.0	259.0	199.0	229.0
2006 Total School Millage	272.4	275.4	231.1	157.8	181.0	174.0	210.0	185.3	241.7	134.3	233.0	215.0	239.0	137.1	260.8	273.5	184.6	251.3
2007 Total School Millage	271.0	298.9	252.5	158.6	186.0	180.0	216.0	194.3	250.1	140.8	253.0	225.0	245.8	176.1	276.9	288.9	149.1	270.7
2008 Total School Millage	279.9	372.7	261.5	157.9	191.0	182.0	218.0	199.0	254.3	141.5	253.0	229.0	249.3	174.1	283.2	301.3	149.8	266.0
2002 School Operating	197.4	180.5	189.7	106.6	125.0	125.0	125.0	130.0	173.1	117.3	179.5	146.5	196.5	115.4	192.0	176.2	131.5	185.8
2003 School Operating	197.4	204.0	197.1	106.6	121.0	121.0	121.0	145.0	179.5	126.0	175.2	152.2	195.2	118.4	212.0	192.1	157.1	179.2
2004 School Operating	206.9	180.3	195.8	123.6	124.0	124.0	124.0	147.0	185.5	120.5	178.2	152.2	195.2	118.4	218.1	199.7	165.0	193.6
2005 School Operating	200.9	175.5	173.6	133.6	132.0	132.0	132.0	147.0	192.3	123.0	178.0	152.0	200.0	108.9	197.0	190.7	159.3	199.4
2006 School Operating	235.9	212.9	190.9	127.9	142.0	142.0	142.0	155.3	182.1	113.0	181.0	159.0	213.0	109.0	211.8	205.2	148.2	220.8
2007 School Operating	235.9	230.7	203.5	127.9	146.0	146.0	146.0	161.3	190.0	109.8	185.0	165.0	218.8	109.0	218.6	220.6	124.6	232.9
2008 School Operating	242.7	245.2	212.5	127.9	148.0	148.0	148.0	166.0	194.0	110.5	191.0	169.0	224.3	109.0	224.9	233.0	121.1	202.0
2002 School Debt	39.0	101.6	49.0	37.1	8.0	8.0	8.0	35.1	53.0	14.7	30.0	59.0	27.0	20.1	30.0	65.0	43.5	13.1
2003 School Debt	42.3	78.0	49.0	30.8	10.0	5.0	15.0	35.1	50.6	11.0	30.0	56.0	26.0	14.3	47.0	68.3	39.7	12.9
2004 School Debt	45.7	101.8	49.0	32.4	16.0	10.0	15.0	35.1	41.7	13.9	40.0	56.0	28.0	19.8	49.5	68.3	41.3	12.9
2005 School Debt	37.7	69.0	41.0	34.5	12.0	5.0	8.0	37.1	53.0	18.0	50.0	56.0	26.0	22.0	49.0	68.3	39.7	13.1
2006 School Debt	36.5	62.5	40.2	29.9	12.0	5.0	8.0	30.0	53.0	18.0	52.0	56.0	26.0	19.0	49.0	68.3	36.4	13.1
2007 School Debt	35.1	68.3	49.0	30.7	12.0	6.0	9.0	33.0	53.0	31.0	68.0	60.0	27.0	58.0	58.3	68.3	24.5	20.8
2008 School Debt	37.2	127.5	49.0	30.0	15.0	6.0	9.0	33.0	53.0	31.0	62.0	60.0	25.0	56.0	58.3	68.3	26.8	48.0
2002 School Other					17.0	17.0	50.0			2.5				7.4				15.5
2003 School Other					25.0	25.0	58.0		3.1	2.7				7.4				14.6
2004 School Other					25.0	25.0	58.0		3.3	2.6				8.9				15.6
2005 School Other					26.0	26.0	59.0		3.4	2.6				9.1				16.5
2006 School Other					27.0	27.0	60.0		6.6	3.3				9.1				17.4
2007 School Other					28.0	28.0	61.0		7.1					9.1				17.0
2008 School Other					28.0	28.0	61.0		7.3					9.1				16.0

OPERATIONAL MILLAGE	2007 School Operating	2008 School Operating	OPERATIONAL MILLAGE	2007 School Operating	2008 School Operating
1. GEORGETOWN	91.3	94.7	48. MARLBORO	161.3	166.0
2. CHARLESTON	95.4	98.7	49. CHEROKEE	161.8	166.9
3. BEAUFORT	97.3	102.6	50. ORANGEBURG 04	165.0	169.0
4. COLLETON	101.4	104.4	51. CHESTERFIELD	163.3	169.1
5. CLARENDON 01	110.8	107.0	52. FLORENCE 03	164.4	169.3
6. PICKENS	109.0	109.0	53. SPARTANBURG 07	192.3	170.2
7. OCONEE	109.8	110.5	54. YORK 02	165.0	171.0
8. CLARENDON 02	115.1	113.5	55. ABBEVILLE	174.0	171.1
9. GREENVILLE	108.2	114.2	56. BARNWELL 45	173.0	173.0
10. HORRY	115.3	115.3	57. FLORENCE 02	169.0	173.9
11. UNION	119.9	119.9	58. ANDERSON 02	181.0	176.1
12. SALUDA	124.6	121.1	59. SPARTANBURG 02	175.7	177.5
13. JASPER	118.0	122.0	60. YORK 01	172.6	178.6
14. MCCORMICK	127.9	127.9	61. EDGEFIELD	175.4	180.4
15. LANCASTER	123.5	128.5	62. CHESTER	183.7	182.2
16. CALHOUN	129.0	129.0	63. SPARTANBURG 04	178.8	185.9
17. ANDERSON 01	140.3	129.7	64. ORANGEBURG 03	185.0	191.0
18. AIKEN	125.8	131.0	65. SPARTANBURG 05	196.3	192.3
19. FLORENCE 04	130.9	131.9	66. NEWBERRY	190.0	194.0
20. WILLIAMSBURG	132.0	132.0	67. FAIRFIELD	188.9	194.4
21. SUMTER 17	135.0	142.3	68. HAMPTON 01	202.0	202.0
22. BERKELEY	142.6	142.6	69. SPARTANBURG 01	232.9	202.0
23. LEE	141.8	145.7	70. LEXINGTON 05	203.5	212.5
24. SUMTER 02	140.0	146.5	71. FLORENCE 05	211.8	218.1
25. MARION 01	146.0	148.0	72. ORANGEBURG 05	218.8	224.3
26. MARION 02	146.0	148.0	73. RICHLAND 01	218.6	224.9
27. MARION 07	146.0	148.0	74. SPARTANBURG 03	223.5	229.4
28. LEXINGTON 02	148.9	148.9	75. GREENWOOD 51	187.7	232.6
29. KERSHAW	143.4	150.3	76. RICHLAND 02	220.6	233.0
30. SPARTANBURG 06	151.9	153.0	77. BAMBERG 01	223.9	234.4
31. ANDERSON 04	160.8	153.1	78. DORCHESTER 04	231.3	236.4
32. ANDERSON 03	155.7	154.8	79. LEXINGTON 01	228.1	242.0
33. BARNWELL 19	154.8	159.3	80. LEXINGTON 03	235.9	242.7
34. GREENWOOD 52	186.0	159.5	81. CLARENDON 03	234.4	244.7
35. DILLON 01	138.3	161.0	82. LEXINGTON 04	230.7	245.2
36. DILLON 02	138.3	161.0	83. BAMBERG 02	255.9	258.9
37. DILLON 03	138.3	161.0	84. ALLENDALE	269.0	272.0
38. DORCHESTER 02	156.8	161.5	85. HAMPTON 02	306.0	306.0
39. LAURENS 55	161.0	161.5			
40. LAURENS 56	161.0	161.5			
41. DARLINGTON	157.3	161.9			
42. YORK 03	158.9	161.9			
43. BARNWELL 29	158.0	162.6			
44. YORK 04	157.4	163.4			
45. FLORENCE 01	157.5	163.7			
46. GREENWOOD 50	168.1	164.3			
47. ANDERSON 05	174.4	165.4			

DATA AS OF JUNE 30, 2009

DEBT SERVICE	2007 School Debt	2008 School Debt
1. CLARENDON 02	0.0	0.0
2. CLARENDON 03	0.0	0.0
3. DILLON 01	5.5	3.5
4. DILLON 02	5.5	3.5
5. DILLON 03	5.5	3.5
6. MARION 02	6.0	6.0
7. JASPER	0.0	8.0
8. MARION 07	9.0	9.0
9. FAIRFIELD	9.9	9.9
10. SPARTANBURG 04	8.0	10.0
11. FLORENCE 03	11.1	12.5
12. GREENWOOD 51	13.3	13.1
13. MARION 01	12.0	15.0
14. BARNWELL 29	21.0	16.0
15. CALHOUN	16.0	16.0
16. SPARTANBURG 05	19.2	17.2
17. FLORENCE 01	19.0	19.0
18. HAMPTON 01	19.0	21.0
19. ABBEVILLE	34.4	22.0
20. EDGEFIELD	23.5	23.5
21. CHARLESTON	18.2	23.9
22. CHESTERFIELD	24.5	24.5
23. ORANGEBURG 05	27.0	25.0
24. GEORGETOWN	25.0	27.0
25. HAMPTON 02	21.0	27.0
26. SPARTANBURG 03	27.5	27.5
27. BEAUFORT	22.6	28.0
28. DARLINGTON	26.0	28.0
29. HORRY	28.0	28.0
30. LAURENS 55	28.5	28.5
31. CLARENDON 01	30.2	28.6
32. SALUDA	24.5	28.8
33. AIKEN	29.1	29.2
34. LEXINGTON 02	29.8	29.8
35. DORCHESTER 02	29.8	29.8
36. CHEROKEE	26.0	30.0
37. DORCHESTER 04	30.0	30.0
38. MCCORMICK	30.7	30.0
39. GREENWOOD 52	3.9	30.4
40. OCONEE	31.0	31.0
41. ALLENDALE	32.0	32.0
42. ANDERSON 05	30.0	33.0
43. MARLBORO	33.0	33.0
44. WILLIAMSBURG	33.6	33.6
45. SPARTANBURG 06	32.9	34.4
46. BAMBERG 02	32.0	35.0
47. SPARTANBURG 02	39.2	36.2
48. BARNWELL 45	37.0	37.0
49. LEXINGTON 03	35.1	37.2
50. ANDERSON 01	30.0	38.0
51. ANDERSON 04	45.0	38.0

DEBT SERVICE	2007 School Debt	2008 School Debt
52. CHESTER	39.9	39.2
53. ANDERSON 03	41.0	40.0
54. SPARTANBURG 07	21.3	41.7
55. GREENVILLE	42.5	42.5
56. LANCASTER	43.5	43.5
57. FLORENCE 05	39.1	43.7
58. YORK 02	38.0	44.0
59. COLLETON	44.5	46.5
60. ANDERSON 02	42.0	47.0
61. SPARTANBURG 01	20.8	48.0
62. UNION	48.0	48.0
63. BERKELEY	49.0	49.0
64. LEXINGTON 05	49.0	49.0
65. SUMTER 17	40.0	52.0
66. FLORENCE 02	51.4	52.7
67. NEWBERRY	53.0	53.0
68. LEE	51.2	53.4
69. BARNWELL 19	54.0	54.0
70. YORK 04	44.2	54.6
71. BAMBERG 01	44.0	55.0
72. PICKENS	58.0	56.0
73. YORK 03	50.1	56.5
74. SUMTER 02	54.0	58.0
75. RICHLAND 01	58.3	58.3
76. FLORENCE 04	61.8	59.4
77. ORANGEBURG 04	60.0	60.0
78. GREENWOOD 50	61.4	61.4
79. ORANGEBURG 03	68.0	62.0
80. KERSHAW	47.8	66.8
81. RICHLAND 02	68.3	68.3
82. LEXINGTON 01	73.3	69.3
83. YORK 01	78.0	78.0
84. LAURENS 56	25.0	79.9
85. LEXINGTON 04	68.3	127.5

DATA AS OF JUNE 30, 2009

TOTAL SCHOOL MILLAGE	2007 Total School	2008 Total School
1. CLARENDON 02	117.9	116.3
2. GEORGETOWN	116.3	121.7
3. CHARLESTON	113.6	122.6
4. JASPER	118	130
5. BEAUFORT	122.8	130.6
6. CLARENDON 01	143.8	138.4
7. OCONEE	140.8	141.5
8. HORRY	143.3	143.3
9. CALHOUN	149	145
10. SALUDA	149.1	149.9
11. COLLETON	145.94	150.88
12. GREENVILLE	150.7	156.7
13. MCCORMICK	158.6	157.9
14. AIKEN	154.9	160.2
15. DILLON 01	162	165.5
16. DILLON 02	162	165.5
17. DILLON 03	162	165.5
18. WILLIAMSBURG	165.6	165.6
19. ANDERSON 01	170.3	167.7
20. UNION	167.9	167.9
21. PICKENS	176.1	174.1
22. LANCASTER	170.1	175.3
23. LEXINGTON 02	178.6	178.6
24. FLORENCE 03	175.5	181.8
25. MARION 02	180	182
26. FLORENCE 01	176.5	182.7
27. LAURENS 55	189.5	190
28. MARION 01	186	191
29. ANDERSON 04	205.8	191.1
30. FLORENCE 04	192.7	191.3
31. BERKELEY	191.6	191.6
32. ABBEVILLE	208.4	193.1
33. SUMTER 17	175	194.3
34. ANDERSON 03	196.7	194.8
35. CHEROKEE	187.772	196.9
36. ANDERSON 05	204.4	198.4
37. MARLBORO	194.3	198.98
38. LEE	193	199.1
39. SPARTANBURG 06	197.1	199.4
40. GREENWOOD 52	208.5	201.1
41. CHESTERFIELD	196.07	201.56
42. BARNWELL 29	202.5	202.1
43. DARLINGTON	195.32	202.38
44. DORCHESTER 02	198.6	203.2
45. EDGEFIELD	198.94	203.94
46. FAIRFIELD	198.8	204.3
47. SUMTER 02	194	204.5
48. SPARTANBURG 04	199.1	207.9
49. YORK 02	203	215
50. KERSHAW	191.2	217.1
51. MARION 07	216	218

TOTAL SCHOOL MILLAGE	2007 Total School	2008 Total School
52. YORK 04	201.6	218
53. YORK 03	209	218.4
54. CHESTER	223.6	221.4
55. SPARTANBURG 05	227.8	221.5
56. HAMPTON 01	221	223
57. ANDERSON 02	223	223.1
58. FLORENCE 02	220.4	226.6
59. SPARTANBURG 07	229.5	227.2
60. ORANGEBURG 04	225	229
61. SPARTANBURG 02	231.9	229.7
62. BARNWELL 45	233.5	233.5
63. BARNWELL 19	232.3	236.8
64. GREENWOOD 50	248.1	236.9
65. LAURENS 56	186	241.4
66. CLARENDON 03	237.2	247.5
67. ORANGEBURG 05	245.8	249.3
68. ORANGEBURG 03	253	253
69. NEWBERRY	250.1	254.3
70. YORK 01	250.6	256.6
71. GREENWOOD 51	219.6	256.9
72. LEXINGTON 05	252.5	261.5
73. FLORENCE 05	250.9	261.8
74. SPARTANBURG 01	270.7	266
75. SPARTANBURG 03	266.9	272.2
76. DORCHESTER 04	273	278.2
77. LEXINGTON 03	271	279.9
78. RICHLAND 01	276.9	283.2
79. BAMBERG 01	267.9	289.4
80. BAMBERG 02	287.9	293.9
81. RICHLAND 02	288.9	301.3
82. ALLENDALE	301	304
83. LEXINGTON 01	301.4	311.28
84. HAMPTON 02	327	333
85. LEXINGTON 04	298.94	372.68

DATA AS OF JUNE 30, 2009