

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 1/4/05
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

The Oconee County Rural Fire Department is requesting that the County insure two vehicles owned by the South Carolina Forestry Commission that have been loaned to the County for the Corinth-Shiloh Fire Department.

The two vehicles are a 1976 Dodge W200 pickup and a 1977 Dodge W200 pickup (with rear mounted box).

BACKGROUND OR HISTORY:

It has been the practice of the County to cover these vehicles for the Fire Departments.

SPECIAL CONSIDERATIONS OR CONCERNS:

Tires and maintenance of these vehicles will be the responsibility of the Corinth-Shiloh Fire Department.

Vehicles will remain under the ownership of the South Carolina Forestry Commission, however since it will be used by Rural Fire, the State requires that we provide the insurance.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

It is the recommendation of the staff that these vehicles be covered under the County liability insurance policy.

FINANCIAL IMPACT:

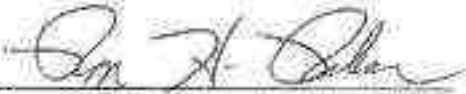
None at this time - Our premiums will not increase as long as we do not exceed a certain number of covered vehicles. We currently insure 330 vehicles at \$585 per vehicle, at the end of the year the insurance company will audit our records and adjustments will be made on the actual number of vehicles insured.

ATTACHMENTS:

Submitted or Prepared By:

Opal O. Green
Department Head/Elected Official

Approved for Submittal to Council:


Ron H. Rabun, County Administrator

Reviewed By/ Initials:

_____ County Attorney
_____ Finance
Sward Other
C: Clerk to Council

*Reviewed
Christina
5-0*

12-9-04

Oconee County Rural Fire Control

254 Camp Rd.
Walhalla, S.C. 29691
Phone # (864)638-4220
Fax # (864)638-4225

Ronald S. Butts - County Fire Chief

Mike E. Head - Deputy Fire chief

To: Mr. Ron H. Rabun / Oconee County Administrator
From: Mr. Ronald S. Butts / Oconee County Fire Chief
Date: December 7, 2004
Subject: Update on Coverage of insurance for two vehicles for Corinth Shiloh Fire Department

Dear Mr. Rabun,

This letter is to update you on obtaining insurance on the 2 vehicles for the Corinth Shiloh Fire Department. I have spoke with Lee Davis with the County Motor Pool about adding these vehicles onto there service list. Lee approved adding them onto his service for tires and batteries only. I also spoke with Sheila Wald, County Risk Manager, about adding them onto county liability insurance. She checked with the insurance career who said that the vehicles can be added to the county liability insurance. I have faxed a copy of the vehicle identification numbers and vehicle descriptions to her. You will find a copy of that letter attached. I am requesting that this be taken before council for there final approval. If anymore information is required, please let me know.

Sincerely,



Ronald S. Butts
Oconee County Fire Chief

Ofal,
Can you prepare
the agenda item?
Jan 4th?
T. Head
12/20/04

Oconee County Rural Fire Control

254 Camp Rd.
Walhalla, S.C. 29691
Phone # (864)638-4220
Fax # (864)638-4225

12-9-04

Ronald S. Butts - County Fire Chief

Mike E. Head - Deputy Fire chief

To: Sheila Wald / County Risk Manager
From: Ronald S. Butts / Oconee County Fire Chief
Date: December 7, 2004
Subject: Coverage of insurance for two vehicles for Corinth Shiloh Fire Department

Dear Sheila,

The Corinth Shiloh Fire Department is requesting 2 vehicles to be covered under county liability insurance. The information that I have on the vehicles is as follows,

- 1976 Dodge W200 Pickup
Vin # W24BE6S266939
- 1977 Dodge W200 Pickup (With rear mounted box)
Vin # W21BE7S031237

Both vehicles are the property of the South Carolina State Forestry Commission and will have only tires and batteries maintained by the county. All other repairs to the vehicle will be the responsibility of the fire department. If you need anymore information, please contact me.

Sincerely,



Ronald S. Butts
Oconee County Fire Chief

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: January 4, 2004
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

South Carolina Department of Aviation (SCDOA) Grant Application: To help defray the cost of repairing the rotating beacon at the Airport.

BACKGROUND OR HISTORY:

Recently, the airport rotating beacon, which serves as a visual landmark for aircraft during night operations, became inoperable. The beacon has been in service for over fifty (50) years and was refurbished approximately ten (10) years ago.

SPECIAL CONSIDERATIONS OR CONCERNS:

The beacon went out in September. It was repaired in November and we applied for the South Carolina Department of Aviation (SCDOA) grant to cover the cost of these repairs. In December, County Council informally approved acceptance of the grant.

STAFF RECOMMENDATION:

We are recommending that County Council ratify this acceptance, confirm the actions described above and to place into the official records of the County (Council Minutes).

FINANCIAL IMPACT:

The price to repair the necessary equipment would have cost the County eight thousand dollars (\$8,000.00). However, this grant will reduce our portion to only two thousand dollars (\$2,000.00). The County's cost is set aside in the Airport's Maintenance on Equipment budget account #010-720-30024-00000.

ATTACHMENTS:

Attached you will find a copy of the original application and information regarding this topic.

Submitted or Prepared By:



Mary Smith, Grants Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council

Approved for Submittal to Council:



Ron H. Rabun, County Administrator

Handwritten notes:
2/1/04
2/4/04
5-0

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

DOA No. _____

Date: November 15, 2004

PART I - PROJECT INFORMATION

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

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

Refurbish Runway

all as more particularly described in the attached letter.

PART II - REPRESENTATIONS

The Sponsor hereby represents and certifies as follows:

1. **Legal Authority.** The Sponsor has the legal power and authority:
 - (A) to do all things necessary to undertake and carry out the Project in conformity with the applicable statutes, regulations, and policies;
 - (B) to accept, receive and disburse grants of funds from the State of South Carolina in aid of the project on the terms and conditions stated in the applicable statutes, regulations, policies, and proposed grant agreement, and;
 - (C) to carry out all of the provisions of Parts III and IV of this Project Application.
2. **Funds.** The Sponsor now has on deposit \$ 2,000,000 for use in defraying the costs of the Project. The present status of these funds is as follows:

The Sponsor hereby designates Phyllis Peterberg, Oconee County Finance Officer to receive payments representing the Division's share of the Project costs.

PART III - SPONSOR ASSURANCES

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

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

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

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



Signature of Sponsoring Agency's Representative

Ron H. Rabun, County Administrator
Representative Name and Title

ATTACHMENT A

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

ITEM	TOTAL ESTIMATED COST	ESTIMATED SPONSOR'S SHARE OF COST	ESTIMATED FED. SHARE OF COST	ESTIMATED STATE SHARE OF COST
		AMOUNT	AMOUNT	AMOUNT
1. PLANNING COST				
2. LAND COST				
3. CONSTRUCTION COST	\$7,592.00	\$1,898.00	\$0.00	\$5,694.00
4. ENGINEERING COST				
5. ADMINISTRATIVE COST	\$408.00	\$102.00	\$0.00	\$306.00
7. MISCELLANEOUS				
8. TOTAL ALL ESTIMATED PROJECTED COST	\$8,000.00	\$2,000.00	\$0.00	\$6,000.00

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

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

Estimated start date November 10, 2004

Estimated ending date June 30, 2005

ATTACHMENTS

(as required)

Project Justification

Project Sketch

Engineer's Estimate

Estimated quantities and cost

Federal Application Form 424

WALKER & WHITESIDE, INC.

ELECTRICAL CONTRACTORS

P. O. BOX 5777

GREENVILLE, SOUTH CAROLINA

29606-5777

864-242-4820

September 30, 2004

Mr. Robert Banks
Oconee County Regional Airport
365 Airport Road
Seneca, SC 29678

Reference: Rotating Beacon
Oconee County Regional Airport

Dear Robert:

Paul Wertz called concerning your beacon and asked what it would cost to "refurbish" or repair your beacon.

The price to convert your beacon to a belt drive, which eliminates the ring and worm gear, replace the bad bearings and convert the lamp to a stationary lamp is \$7,492.00.

This price includes the work we have already done to exchange your beacon for one we had and the labor necessary to change them out again, once yours is refurbished/repared.

If you have any question please call.

Sincerely,

WALKER & WHITESIDE, INC.



Terry L. Rogers, Vice President

Cc: Paul Wertz

TLR:ch

TALBERT & BRIGHT

November 15, 2004

Mr. Robert Banks
Oconee County Regional Airport
365 Airport Road
Seneca, SC 29678

RE: Oconee County Regional Airport
South Carolina Division of Aviation Application
Refurbish Rotating Beacon

Dear Robert:

Enclosed please find four copies of the South Carolina Division of Aviation Application to have the rotating beacon refurbished. I have left the name Oconee County Finance Officer blank for you to fill in as appropriate. Please have all four copies of the application executed, mail one to Paul Werts at the SCDOA, retain one copy each for your records and the County's records and return one copy to TBI for your files here at our office.

Please contact me if you have any questions or if you need additional information.

Sincerely,



Beth Willard

Enclosures

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: January 4, 2004
COUNCIL MEETING TIME: 7:00 p.m.**

ITEM TITLE OR DESCRIPTION:

PURCHASE OF 1998 TEREX 35-TON ALL-WHEEL-DRIVE ARTICULATED ROCK TRUCK

BACKGROUND OR HISTORY:

Interstate Equipment won the bid for a 40-Ton Rigid Rock truck which the County purchased in last year's budget. At that time, a NO-COST truck of the same type was "loaned" to the Rock Quarry until the new 40-ton truck was delivered in June 2004. The company has yet to pick up the loaner. Director Crumpton states that this 35-ton truck has performed very well and, he would like to additionally purchase the used "loaner" truck for rock stripping operations. If the County does not purchase a truck for this purpose, the Quarry will have to rent another truck later this year.

SPECIAL CONSIDERATIONS OR CONCERNS:

The 1998 used truck has performed very well, while in a no-cost loaned status. It can be purchased for \$68,000, which is much less than a new truck, thereby saving the County approximately \$216,000.

To accommodate the recommended purchase, the Council must waive normal bid procedures, and must make a finding of fact that it is in the County's best interest to purchase this used truck.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

1. Motion to waive the normal bid procedures, and;
2. Motion to approve a finding of fact that the purchase of this used 35-ton truck is in the County's best financial interest, and;
3. Motion to approve the purchase of this 1998 Terex 35-ton all-wheel drive articulated Rock Truck from Interstate Equipment Company for \$68,000.

FINANCIAL IMPACT:

The cost of this used truck is \$68,000; compared to the cost of a new truck at \$284,110. A balance of \$111,000 is still available in the Rock Quarry's capital budget, leaving a remaining saved balance of \$43,000 if the Council approves this recommended purchase.

ATTACHMENTS:

Letter from Interstate Equipment dated November 29, 2004 to Tommy Crumpton, Rock Quarry Director.

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


Ron H. Rabun, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council

*Waine - Invoice
Kendall 5-0*

*Frank - Invoice
Zappas 4-0 (Crumpton, alshaw)*



P.O. Box 2688
 STATESVILLE, NC 28687-0888
 Phone (704) 875-6649
 1-800-625-4599
 FAX (704) 875-6977

November 29, 2004

Mr. Tommy Crumpton
 Oconee County
 415 S. Pine Street
 Wallhalla, SC 29691

RECEIVED

DEC 02 2004

OCCONEE COUNTY
 PURCHASING DEPT

Dear Tommy:

We are pleased to offer you a quotation on the following:

One Terex Model 3566C 35-Ton Articulated Dump Truck,
 Serial No. A-7561014, 1998 Year Model.

Price..... F.O.B.....\$68,000.00

This machine is owned by Terex Rentals and could be offered to Oconee County through Interstate Equipment Company, the authorized Terex Dealer for North and South Carolina.

If you would order a new Terex 35-Ton Articulated Dump Truck, a delivered price would be \$284,100. Wholesale prices on a 1998 3566C range from \$70,000 to \$90,000.

Thank you for your interest in our equipment, and if we can provide any further information please don't hesitate to call.

Very truly yours,

INTERSTATE EQUIPMENT COMPANY

William W. Winters, Jr.

WWW/wl
 c. Frank Eller
 Walter Reese
 E.C. Murray
 Mike Dodson

P.O. Box 3666
 CARY, NC 27519-3666
 Phone (919) 487-1801
 1-800-628-4802
 FAX (919) 487-0875

"CONSTRUCTION AND INDUSTRIAL EQUIPMENT"

122 Business Terrace Road
 WEST COLUMBIA, SC 29172-2812
 Phone (803) 794-7400
 1-800-825-6258
 FAX (803) 794-0889

TRANSFER REQUEST FORM

DOONEE COUNTY, SOUTH CAROLINA

DESCRIPTION REVISION FORM

BUDGET REVISION FORM

FISCAL YEAR 2004-2005

FISCAL YEAR

Rock Quarry
DEPARTMENT NAME

Signature of Department Director

12/22/2004
DATE OF REQUEST

017-719-50840

LINE ITEM ACCOUNT NUMBER

Capital Equipment Expenditure

LINE ITEM DESCRIPTION

571,000.00

AMOUNT TO TRANSFER

EXPLAIN WHY THIS ITEM (OR ITEMS) IS NEEDED AND WHY IT WAS NOT SUBMITTED FOR:

We have the opportunity to purchase a 1998 35-ton articulated dump truck, 7,100 actual hours, at the price of \$68,000.00. Please see the attached quote. This truck has been on-site for approximately nine months since it was rented to strip overburden in the expansion area of the quarry. \$3,000.00 is requested to purchase similar equipment from State Surplus. The air compressor alone on this equipment is worth more than the purchase price and would be very useful to our operations.

WAS THIS ITEM PREVIOUSLY CUT FROM YOUR BUDGET DURING THE BUDGET PROCESS? YES NO

017-719-50841

LINE ITEM ACCOUNT NUMBER

Capital Equipment Replacements

LINE ITEM DESCRIPTION

571,000.00

AMOUNT TO TRANSFER

LINE ITEM ACCOUNT NUMBER

LINE ITEM DESCRIPTION

AMOUNT TO TRANSFER

LINE ITEM ACCOUNT NUMBER

LINE ITEM DESCRIPTION

AMOUNT TO TRANSFER

WHY ARE THERE EXCESS FUNDS IN THIS ACCOUNT? WHAT ITEM WILL NOT BE NEEDED THAT WAS APPROVED DURING THE BUDGET PROCESS?

The loader we replaced was not as expensive as anticipated.

Approved by Council 1-4-2005

APPROVED

DENIED

Don W. Brown, Administrator

APPROVED

DENIED

Paul E. Lindsey, Director of Administrative Services & Finance

Finance Services Unit: Issued 12-27-04 in 12-27-04 Received

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: January 4, 2004

COUNCIL MEETING TIME: 7:00 p.m.

ITEM TITLE OR DESCRIPTION:

RFP 04-06, ORTHOPHOTO IMAGERY FOR THE I. T. DEPARTMENT. This Request for Proposal was issued to obtain natural color digital Orthophoto imagery to support the GIS mapping projects of the County.

BACKGROUND OR HISTORY:

Changing to a new type of imagery (digital), coupled with some very competitive pricing, has brought this project in significantly under budget. Due to the competitive pricing, the RFP Selection Committee was able to add six (6) "Options" that the department had anticipated having to wait until next budget year to request. Of particular importance is the addition of the work task of having the "Centerlines" plotted, which is a requirement for the data used in the new 911 Center.

SPECIAL CONSIDERATIONS OR CONCERNS:

It is important that this RFP be awarded January 4, 2005 in order to execute a contract that will place our project on the contractor's February 2005 flying schedule in order to have this project flown prior to trees budding.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

The Evaluation Committee recommends that Council approve award to Kucera International, the low bidder, in the amount of \$276,611 to include Options 1-6 (see attached Bid Tabulation Sheet), as well as Centerline data and that the County Administrator be authorized to sign the appropriate contract documents.

FINANCIAL IMPACT:

The budget for this project is \$300,000. This competitive selection will save the County \$23,389 in the current fiscal year.

ATTACHMENTS:

- (1) Bid Tabulation sheet
- (2) Committee Ranking sheet

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


Ron H. Rabun, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council

*Original document
in Appendix
Sent to Council
Friday 1:30 pm
Monday 1:30 pm*

Approved Budget Conference amount for bid item \$200,000

I hereby certify that to the best of my knowledge
the inclusion of bid is complete

Marianne K. Dilard
Procurement Director

Bidders	Kucera Int'l Inc	GRW Aerial Surveys Inc	Sanborn
Address	Willoughby, OH	Lexington, KY	Charlotte, NC
Submitted Proposal	yes	yes	yes
Submitted Bid Bond	yes	yes	yes
Project	163,094.00	82,785.00	94,420.00
Option 1 Orthos	1,575.00	2,535.00	3,000.00
Option 2 Contours	120,225.00	112,455.00	125,030.00
Option 3 Blogs	21,515.00	6,947.00	30,660.00
Original Proposal	252,499.00	208,859.00	252,420.00
Option 4 1"=200'	9,637.00	24,547.00	47,860.00
Option 5 3D compression	460.00	1,760.00	1,080.00
Option 6 LIDAR	7,000.00	5,090.00	10,000.00
Option 7 Best & Final (1-8)	259,811.00	255,672.00	300,000.00
Option 8 Hydrology			1,300.00
Option 9 Certificates	16,800.00		48,000.00
Option 10 Tree Canopy			32,000.00
Best and Final price	276,811.00		392,030.00
Firms shown below were not interviewed.			
Bidders	Photo Science Inc	Pinnacle Mapping Tech Inc	Spectrum NC, LLC
Address	Norcross, GA	Indianapolis, IN	Wilmington, NC
Submitted Proposal	yes	yes	yes
Submitted Bid Bond	no	yes	yes
Bidders	Aerocon Photogrammetric Svc	L. Robt Campbell & Assoc Inc	
Address	Willoughby, OH	Edensburg, PA	
Submitted Proposal	yes	yes	
Submitted Bid Bond	yes	yes	

BIDDER	GRW, Inc.		Sanborn		Kucera Int'l Inc.	
	Score	Ranking	Score	Ranking	Score	Ranking
Art Holbrooks	76	3	62	2	87	1
Jonathan Houston	78	2	67	3	90	1
Marion Lyles	65	2	54	3	73	1
John A. Murray	91	2	54	3	95	1
Mark Washington	79	2	76	3	98	1
Total/Ranking	379	2	333	3	443	1

AGENDA ITEM SUMMARY
(OCONEE COUNTY, SC)

COUNCIL MEETING DATE: January 4, 2004
COUNCIL MEETING TIME: 7:00 p.m.

ITEM TITLE OR DESCRIPTION:

REQUEST FOR CONTRACT MODIFICATIONS TO EXISTING 911
COMMUNICATION CENTER CONTRACTS (NEW WORLD, POSITRON AND
SYNERGEM)

BACKGROUND OR HISTORY:

Executive Summary will be mailed out to Council Members directly under separate cover no later
than December 31, 2004.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION FOR COUNCIL ACTION:

The staff recommends award of contract modifications as delineated on the attached spreadsheet.

FINANCIAL IMPACT:


There will be no requirement for County Council to provide any additional County funding.

ATTACHMENTS:

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


Ron H. Rabun, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council

EXECUTIVE SUMMARY TO BE MAILED TO
COUNTY COUNCIL MEMBERS
UNDER SEPARATE COVER NO LATER THAN
DECEMBER 31, 2004

**JOB CHANGE ORDER NO. 1
TO THE AGREEMENT DATED FEBRUARY 4, 2004
BETWEEN OCONEE COUNTY, SOUTH CAROLINA
AND SYNERGEM EMERGENCY SERVICES, LLC.**

On February 4, 2004, Oconee County, South Carolina ("Client") and Synergem Emergency Services, LLC ("Synergem") entered into a Consulting Agreement requiring Synergem to provide the Client with a number of specified services. In accordance with the terms and conditions of paragraph 15 of that Agreement, the following change is hereby incorporated:

Modify Paragraph 6, Appendix A: Scope of Work as follows:


Add the following task:

6.9 In order to complete the new PSAP and serve the needs of the agencies it supports, it will be necessary to procure certain "commodity" components and systems for which a market price can be established by comparing competitor list prices or other similar information sources such as South Carolina State Contract. It is more efficient and in the best interests of the county to purchase these items on the open market as opposed to requesting vendor proposals. Consequently, Synergem is authorized to act as the county's agent in procuring these items. Synergem will act at the direction of the Director of Emergency Communications with the full concurrence of the Procurement Director. At no time will the cost to the county exceed the established market price or South Carolina State Contract price when appropriate for the item being procured. In addition, Synergem will be responsible for the installation, integration, testing, acceptance and maintenance and support of all the systems, components, programs and peripherals it procures. It may assess a ten percent (10%) fee for this service providing it declares this fee and the officials cited above concur in its assessment beforehand. Each procurement will be detailed in a document that describes the item being procured, its purpose and the derivation of the established market price. This document will include in its attachments a complete price and equipment list, scope of work statement, payment schedule and maintenance agreement (where appropriate). The officials named above will authorize these procurements by signing these documents.


By signing this order, Oconee County and Synergem hereby agree to amend the original Agreement as described herein. Unless amended by the terms outlined above, all other terms and conditions of the Agreement shall remain in full force and effect.

Executed on this 16th day of August, 2004.

For Oconee County:

By: 
Name: Marianne Dillard
Title: Procurement Director
Date: 8-16-04

For Synergem:

By: 
Name: Myron S. Herron, Jr.
Title: President
Date: 16/8/04

**Proposed Contract Modifications to Existing 911 Communications Center Contracts
(New World, Positron, and Synergem)
Oconee County, SC**

Original Council spending approval			
Vendor	Awarded	Contracted	5-Year support
Positron	\$ 532,696	\$ 536,967	\$ 88,864
New World	\$ 410,785	\$ 450,540	\$ 136,960
Synergem	\$ 817,000	\$ 897,489	\$ 310,570
Contingency	\$ 75,478	\$ 50,962	\$ 76,636
Total:	\$ 1,635,959	\$ 1,635,959	\$ 613,030

Requested Contract Modifications			
Vendor	Item	Amount	5-Year Support
New World	Courts		
	Corrections, Fire RMS	\$ 244,577	\$ 111,455
Positron	Remote Console	\$ 24,454	\$ 13,165
	Peripheral Items & Taxes	\$ 58,066	\$ -
Synergem	Fire R & R	\$ 4,200	\$ 5,600
Synergem	LAN/WAN	\$ 94,932	\$ 47,466
Synergem	Palmetto Interface	\$ 72,817	\$ 37,200
Synergem	Radio System interoperability	\$ 111,155	\$ 54,965
New World	Regional Data Sharing	\$ 126,652	\$ 34,560
Synergem	Admin/EOC LAN	\$ 12,566	\$ 5,250
Synergem	Equipment Racks & Patch Panels	\$ 26,549	\$ -
TOTAL:		\$ 775,968	\$ 313,390

RECAP				
	New World	Positron	Synergem	Grand Total
Contract modifications	371,229.00	24,454.00	380,285.00	775,968.00
5-year support	146,815.00	13,165.00	154,210.00	313,390.00

Note: The amounts identified above for Synergem will be handled in the same manner as the first Change Order approved by Council Council on July 5, 2004 (see attached contract modification from Synergem).

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

received
12-22-14

COUNCIL MEETING DATE: 1/4/05
COUNCIL MEETING TIME: 7:00 p.m.

ITEM TITLE OR DESCRIPTION:

Dispose of used fixtures in basement of LEC after declaring surplus

BACKGROUND OR HISTORY:

Current plans are to replace all existing fixtures in the Emergency Management, 911/Records, and the LEC Directors office with new fixtures.

SPECIAL CONSIDERATIONS OR CONCERNS:

The old material (fixtures) will be auctioned if not used. Walhalla Rescue Squad and Mtn. Rest Rescue Squad can use some of these fixtures for their new buildings.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Declare surplus and transfer to the Walhalla and Mtn. Rest Rescue Squads the old fixtures described above. Any surplus fixtures that cannot be used by these rescue squads will be sold at public auction in accordance with the appropriate legal statutes.

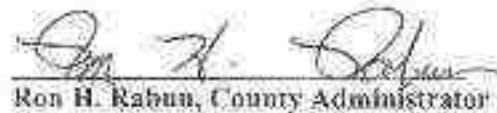
FINANCIAL IMPACT:

ATTACHMENTS:

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


Ron H. Rabun, County Administrator

Reviewed By/Initials:

 County Attorney

_____ Finance

_____ Other

C: Clerk to Council

Emergency Management Fixtures to Keep

EOC

- All doors
- All fluorescent lights
- Dry erase board

Offices

- All doors
- Book shelves in Steve Proff's office
- All fluorescent lights
- All built-ins in Henry's office
- Refrigerator
- Microwave

Kitchen

- Cabinets
- All doors
- Shelves in pantry
- All fluorescent lights
- Sink and faucet
- Refrigerator
- Stove
- Dishwasher

Hallway

- Doors
- All fluorescent lights

OCONEE COUNTY COUNCIL

OCONEE COUNTY COUNCIL ORDINANCE NO. 2004-29

LITTER CONTROL ORDINANCE OF OCONEE COUNTY, SOUTH CAROLINA

SECTION 1. - NAME

This Ordinance shall be known as the "Litter Control Ordinance of Oconee County, South Carolina."

SECTION 2. - PURPOSE

The purpose of this Ordinance is to set standards and regulations for the control of litter in Oconee County. The control of litter will have a positive and lasting effect upon the county's environment and appearance. The goal of this Ordinance is the general upkeep of the community for the health, safety, and welfare of its citizens. Transporting loose materials, illegal dumping, unlawful disposal, nuisances, weeds and debris and the accumulation of vines, limbs, stumps, and brush shall not be allowed on any public or private property within the boundaries of the county by any person or persons.

SECTION 3. - AUTHORITY

This Ordinance is adopted pursuant to the provisions of S.C. Code 1976 §4-9-30. Personnel employed by the County Administrator as Code Enforcement Officers and personnel employed by the Sheriff of Oconee County shall be vested with the authority to enforce and administer litter control within the county in accordance with the provisions of S.C. Code 1976 § 44-67-10 et. seq. and all rules and regulations adopted thereunder and the same are incorporated herein by reference as if fully set forth verbatim and as may be amended from time to time.

SECTION 4. - DEFINITIONS

For the purpose of this article the following definitions shall apply:

Disposal package or container. All packages or containers defined as such by rules and regulations adopted by the State Department of Health and Environmental Control or Oconee County.

Litter. All waste materials that are not secured or not in a disposal package or container, including, but not limited to, cigarettes and cigarette filters, trash, limbs, brush, vines, stumps, brush, garbage, refuse, construction and demolition materials, tires, batteries, appliances, furniture, liquid or granular substances, hazardous materials, machinery, abandoned vehicles, and abandoned mobile homes, Unsolicited newspapers

and/or advertisements shall be considered litter for purposes of this Ordinance if a person upon whose property an unsolicited newspaper and/or advertisement is placed has notified the publisher and/or distributor of said newspaper or advertisement in writing of owner's desire not to receive said newspaper or advertisement.

Litter receptacle. Those containers which are suitable and safe for the disposing of litter.

Owner. The term "owner" includes any person owning or having title, possession or control over real property, including but not limited to, landholders, landlords, tenants, proprietor, and business operators.

Person. An individual, partnership, company, contractor, subcontractor, developer, cooperatives, corporation, firm, landlord, tenant, proprietor, owner, political subdivision, sub-development, state or county agency, trust, estate, joint venture or any other legal entity or its legal representative, agent or assigns.

SECTION 5. - APPLICATION

(a) No person shall dump, throw, drop, deposit, discard, place or in any way dispose of litter, hazardous material or other liquid, granular or solid waste upon any public or private property in the county or in the waters of the county whether from a vehicle or otherwise, including but not limited to, any highway, park, beach, campground, forest land, recreational area, trailer park, road, street or alley except:

(1) When such property is designated by Oconee County and/or the State of South Carolina for the disposal of litter and other solid waste and such person is authorized to use such property for that such purpose;

(2) When placing material into an approved litter receptacle in such a manner that the litter will be prevented from being carried away, scattered or deposited by the elements upon any part of such private or public property or waters.

(b) The responsibility for the removal of litter from property shall be upon the person responsible for littering the property. However, if the person responsible for littering the property is unknown or has not been charged with littering by a law enforcement officer, then the owner of the property shall be responsible for the removal of litter from such property in accordance with Section 7(e) below; and in such cases, the court may consider the financial or physical ability of the property owner to remove said litter, but the burden is on the property owner to prove same.

(c) Where litter has traveled through forces of nature onto property of another, the owner of the property of origin of the litter is responsible for the removal of litter from the property wherever the forces of nature carry or spread the litter.

(d) The driver of any vehicle shall be held in violation of this article in the event it cannot be determined which occupant of the vehicle committed any acts in violation of this section.

(e) It shall be unlawful for any person, firm, corporation, institution, organization, contractor or subcontractor to transport any loose materials by truck, trailer or other motor vehicles within the corporate limits of the county unless said material is covered or secured in such a manner as to prevent litter, leakage or spillage on public and private property. Lack of adequate covering or securing of material while the loaded truck, trailer or other motor vehicle is in motion shall constitute a violation of this section.

SECTION 6. - PENALTIES AND FINES

Any person violating the provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be fined not less than \$100.00 nor more than \$500.00 for each offense plus court costs (or thirty (30) days in jail, or both). As punishment, the court may also direct litter gathering labor as appropriate under the supervision of the court. In addition, the court may order any person violating the provisions of this article to pay restitution to the county or to the victims for the costs of removing or abating such litter. The Magistrate's Court shall have jurisdiction to enforce this Ordinance.

SECTION 7. - ENFORCEMENT

(a) The provisions of this article shall be enforced by the duly authorized law enforcement officers of the county, including but not limited to, all law enforcement officers and deputies employed by the sheriff's department, and by designated code enforcement officers employed by the County Administrator.

(b) The county law enforcement officers and county code enforcement officers shall be authorized and required to cause the inspection of any public or private property within the limits of the county whenever it shall be necessary to enforce the provisions of this article.

(c) Any person violating the provisions of this article in the presence of the law enforcement officer shall be issued a uniform summons for the offense.

(d) Whenever it appears to the county law enforcement officer or county code enforcement officer that property lying within the county limits contains litter as defined by this Ordinance, the law enforcement officer shall serve written notice on the owner of the property requiring the owner to abate or remove the litter within 15 days.

(e) Any property owner who refuses or neglects to abate or remove litter from property after receiving 15 days written notice shall be served with a uniform summons and shall be subject to prosecution in accordance with Section 6, above. In addition, the

law enforcement officer, or code enforcement officer may also cause the removal or abatement of such litter, and all expenses incurred in so abating or removing such litter may be recoverable from the owner of the property from which the litter is removed or abated, or from any person causing or maintaining the same, in the same manner as debts of like amounts are now recoverable by law.

(f) Any person who is harmed or sustains damages arising out of a violation of this article shall be entitled to recover in a civil action threefold the actual damages from the person violating this article, plus court costs and reasonable attorney's fees.

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ORDINANCE 2004-30

**AN ORDINANCE TO REGULATE FALSE FIRE ALARMS TO WHICH
OCONEE COUNTY RURAL FIRE DEPARTMENTS RESPOND**

WHEREAS, Oconee County Rural Fire Departments respond on a regular basis to fire alarms which turn out to be false alarms; and

WHEREAS, responding to false fire alarms requires Rural Fire Departments to expend money and manpower; and

WHEREAS, some locations have false fire alarms on a regular basis; and

WHEREAS, County Rural Fire Departments are unable to determine whether or not an alarm is false or not without responding to the call, thereby necessitating a response to each alarm;

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

(A) **Maximum limit per thirty (30) day period.** Every establishment or resident within the unincorporated areas of Oconee County having a fire alarm system shall be entitled to report a maximum of two (2) false alarms to an Oconee County Rural Fire Department within a thirty (30) days period without charge.

(B) **Service Charge.** After determining that an Oconee County Rural Fire Department has responded to and arrived at the location of a false call or alarm, a fine shall be levied against the owner or lessee as follows:

- (1) 1st and 2nd false call - no charge;
- (2) 3rd false call and each additional false call within a thirty (30) day period - \$100.00

(C) The fine shall be paid to the Oconee County Magistrate's Office. The County portion of the fine shall be remitted to the Oconee County Rural Fire Department or Departments that respond to the false call.

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

OCONEE COUNTY COUNCIL ORDINANCE NO. 2004-31

AN ORDINANCE CREATING THE OCONEE COUNTY INFRASTRUCTURE
ADVISORY COMMISSION.

WHEREAS, Oconee County recognizes the need for the County to be involved in the planning and construction of water lines, and sewer lines within Oconee County; and

WHEREAS, Oconee County is currently served by a number of entities who provide sewer and water infrastructure including, but not limited to, the Oconee County Sewer Commission, the Cities of Salem, Seneca, Walhalla, Westminster, West Union, and Pioneer Water District; and

WHEREAS, the County believes that it would be in the best interest of Oconee County to receive input from the above named entities as well as other interested stakeholders in determining where to place infrastructure;

NOW BE IT ORDAINED by the Oconee County Council, in Council duly assembled, with quorum present and voting, and upon third and final reading the following:

Section 1. This Ordinance shall be known as an Ordinance creating the Oconee County Infrastructure Advisory Commission.

Section 2. Membership and Term of Office.

The Membership in the Oconee County Infrastructure Advisory Commission shall be Fourteen (14) in number. The Cities of Salem, Seneca, Walhalla, Westminster and West Union shall each appoint one member to the Advisory Commission. The person appointed by each respective city shall serve on said Commission until replaced by said respective city. The Oconee County Sewer Commission, Pioneer Water District, Blue Ridge Electric Co-operative, Duke Power Company, Bell South and Fort Hill Natural Gas Company, shall each appoint one person to serve on the Oconee County Infrastructure Advisory Commission. The persons selected by the Oconee County Sewer Commission and Pioneer Water District, Blue Ridge Electric Co-operative, Duke Power Company, Bell South and Fort Hill Natural Gas Company shall serve on the Commission until they are replaced by their respective selecting entity. Oconee County shall appoint three (3) members of the Oconee County Infrastructure Advisory Commission. One of the Oconee County members shall be the Director of the Oconee County Economic

Development Commission. The other two members shall be appointed by County Council and shall serve until replaced by County Council.

Section 3. Organization, Meetings, Officers

The Oconee County Infrastructure Advisory Commission shall meet at least once every other month at a time and place selected by the membership thereof. The Commission may meet more often as the Commission deems necessary.

The Commission shall select a Chairman, Vice-Chairman and Secretary, and such other officers as the Commission may deem necessary and these officers shall serve for a period of one year or until their successors are duly elected and qualified. Vacancies in any office by reason of death, resignation, or replacement shall be filled for the unexpired term of the officer whose position becomes vacant. The election of officers shall take place at the first meeting in January of each year.

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

Section 4. Powers and Duties

The duties of the Oconee County Infrastructure Advisory Commission shall be as follows:

a) To advise and make recommendations to Oconee County Council concerning the County's role in the building, operation and maintenance of sewer lines and water lines in Oconee County. The Commission shall submit its advice and recommendations in written form to the Administrator of Oconee County, or his/her designee.

b) To provide a liaison between Oconee County and the sewer and water entities in Oconee County.

Section 5. Salaries and Funding

Each member of the Oconee County Infrastructure and Advisory Commission shall be paid the sum of \$100.00 per year, plus expenses for out of County travel as sole compensation. Any expense item or claim for same shall first be approved by the Chairman of the Commission and then submitted for approval and payment to County Council. In no event shall no member of the Commission be entitled to any other compensation, direct or indirect, for services on the Commission and such member shall not provide any services, materials, products, goods or equipment to the County unless

the same is sold or offered for sale in accordance with existing county and state purchasing procedures.

OCONEE COUNTY COUNCIL

ORDINANCE 2005-01

AN ORDINANCE AMENDING ORDINANCE 2004-22, THE OCONEE COUNTY ANIMAL CONTROL ACT

SECTION I: TITLE

The title of this ordinance shall be "Oconee County Animal Control Act," replacing Oconee County Ordinances 2004-22.

SECTION II: DEFINITIONS

As used in this ordinance, the following terms are defined as below:

2.1: Animal: Every non-human species of animal.

2.2: Animal Control Officer: Any person designated by the State of South Carolina or County Governing Authority of Oconee County as a Law Enforcement Officer pursuant to S.C. Code §47-3-30.

2.3: Animal at large: Any animal not under the restraint of a person capable of controlling the animal and/or off the premises of the owner.

2.4: Animal Rescuer: Any recognized group or person who routinely obtains an unwanted dog or cat and/or who finds an adoptive home for that spayed or neutered dog or cat.

2.5: Animal Shelter: Any premises designated by the county governing body for the purpose of impounding, care, or destruction of animals held under authority of this Ordinance and/or State Law.

2.6: Humane Society: South Carolina Society for Prevention of Cruelty to Animals.

2.7: Humane Society Officer: Any officer or employee of the Humane Society.

2.8: Owner: Any person, partnership, or corporation owning, keeping, or harboring one or more animals. An animal shall be declared to be harbored if it is fed for three consecutive days or more, unless said person, partnership or corporation has notified Animal Control to pick up the stray animal.

2.9: Pet or Companion Animal: Any animal kept for pleasure rather than utility; an animal of a species that has been bred and raised to live in or about the habitation of humans and is dependent on people for food and shelter.

2.10: Abandoned/Stray Animal: Any animal unattended for a period of more than three days.

2.11: Public Nuisance Animal: Any animal or animals, except those raised for food and/or food products, that unreasonably annoy humans, endanger the life or health of other citizens (other than their owners), or interfere with a citizen's enjoyment of life or property.

The term "Public Nuisance Animal" shall mean and include, but is not limited to, any animal that:

- a) is found at large after written complaint has been filed;
- b) damages the property of anyone other than its owner;
- c) molests or intimidates pedestrian or passerby;
- d) excessively makes disturbing noises, including, but not limited to, continued and repeated howling, barking, whining, or other utterances causing unreasonable annoyance, disturbance, or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;

- e) causes fouling of the air off the premises of the owner by odor resulting from failure to remove feces every twenty four (24) hours or washing of same into an approved underground disposal systems every twenty four (24) hours;
- f) has been found by the animal control officer after notice of its owner to be a public nuisance animal by virtue of being a menace to the public health, welfare, or safety; or
- g) does not have attached a valid current rabies inoculation tag as required by State Law.

2.12: Under Restraint: Animals shall be deemed under restraint if it is on the premises of its owner or keeper or is accompanied by its owner or keeper and under the physical control of such owner or keeper by means of restraining devices, or under the verbal command, or under the active control of the owner or trainer while hunting or being trained and while on property of the owner or with the property owner's permission.

- 2.13: Dangerous Animal: (A) An animal of the canine or feline family:
- (1) which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked or cause injury or otherwise endanger the safety of human beings or domestic animals; or
 - (2) which:
 - (a) makes an unprovoked attack that causes bodily injury to a human being and the attack occurs in a place other than the place where the animal is confined as required by South Carolina Code Section 47-3-720; or

(b) commits unprovoked acts in a place other than the place where the animal is confined as required by South Carolina Code Section 47-3-720 and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being; or

(3) which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting; or

(4) which attacks, bites, or injures a human being or domesticated animal without adequate provocation, or which, because of temperament, conditioning or training, has a known propensity to attack, bite, or injure human beings or domesticated animals.

(B) An animal is not a "dangerous animal" solely by virtue of its breed or species.

2.14: Potentially Dangerous Animal: An animal of the canine or feline family that chases or approaches any person or domestic animal, anywhere, other than on the property of the owner, in a menacing fashion or with an apparent attitude of attack including, but not limited to, behavior such as growling or snarling.

SECTION 3: AUTHORITY

This ordinance is adopted pursuant to the provisions of Sections 47-3-20, et. seq., Code of Laws of South Carolina, 1976.

SECTION 4: RESTRAINT

4.1: All animals shall be kept under restraint.

4.2: No owner shall fail to exercise proper care and control of his dog to prevent him from being a public nuisance.

4.3: Every female dog or cat in heat shall be confined in a building or secure enclosure in such a manner that such female dog or cat cannot come into contact with another animal except for planned breeding.

4.4: Every dangerous animal and potentially dangerous animal, as determined under this Ordinance shall be confined by the owner within a building or secure enclosure and shall be securely muzzled or caged whenever off the premises of its owner.

SECTION 5: BITING OR ATTACKING PERSONS

All animal bites or injuries to a human being shall be reported by medical personnel with knowledge of the bite or injury to the rabies control officer in the Department of Health and Environmental Control. Whenever the Animal Control Officer or Humane Society Officer is notified and shown that an animal has bitten or attacked a person, such officer shall promptly notify the Oconee County Department of Health and Environmental Control of such bite or attack and shall cooperate with the said health department in impounding and quarantining such animal.

SECTION 6: IMPOUNDMENT AND VIOLATION NOTICE

6.1: Unrestrained and nuisance animals, upon receipt of a written complaint signed by the complainant, may be taken by Law Enforcement Officials and/or Animal Control Officers and impounded in the Oconee County Animal Shelter and there be confined in a humane manner.

In addition to, or in lieu of, impounding an animal at large, the Animal Control Officer or lawful constable or deputy sheriff may issue to the known owner of such animal a notice of ordinance violation. Such notice shall impose upon the owner a warning for a first offense. The owner shall be charged a penalty of One Hundred

(\$100.00) dollars for the second violation. One Hundred Twenty-Five (\$125.00) dollars for the third violation and One Hundred Fifty (\$150.00) dollars for each subsequent violation. Said penalties shall be made payable to the Treasurer of Oconee County and paid at the Oconee County Animal Shelter within ten business days from the date of issuance in full satisfaction of the assessed penalty. In the event that such penalty is not paid within the time period described, a bench warrant shall be issued by a magistrate and upon conviction of this ordinance, the owner shall be punished as provided in Section 12 of this ordinance. In addition, the owner shall be required to pay a fee of five dollars (\$5.00) per day for each day the animal is boarded by the County, actual cost for inoculation of the animal (if applicable) and a five dollar (\$5.00) impoundment fee. In addition, at the discretion of the animal shelter, a thirty dollar (\$30.00) fee and mandatory sterilization of the animal may be required if the animal is impounded on more than one (1) occasion. Five dollars (\$5.00) shall be the impoundment fee and twenty-five (\$25.00) shall help defray the cost of sterilization. The sterilization shall not be required if the owner or other person redeeming the animal provides a written statement from a licensed veterinarian that the spay or neuter procedure would be harmful to the animal due to reasons of age or health or that the animal has already been sterilized.

6.2: Notwithstanding the above, an Animal Control Officer and/or Law Enforcement Officer may without written complaint impound animals not having a valid current rabies inoculation tag and found off the owner's property.

6.3: Impounded dogs and cats shall not be kept for fewer than five (5) working days.

6.4: If by tag or other means, the owner of an impounded animal can be identified, the Animal Control Officer shall immediately upon impoundment notify the owner by telephone or certified mail. Any identifiable animal, not appearing to be abandoned, upon notification of the owner by telephone or certified mail, shall not be kept for fewer than ten (10) days.

6.5: Abandoned animals shall be impounded and shall be kept for no fewer than five (5) working days.

6.6: Any owner reclaiming an impounded dog or cat shall pay the fee provided for in section 6.1 before the animal can be released.

6.7: Any owner claiming an impounded dog or cat shall show proof that the animal is currently inoculated against rabies. If such animal is not currently inoculated against rabies the owner shall cause the animal to be inoculated at the owner's expense.

6.8: Any animal not reclaimed by its owner within five (5) working days, or in the case of a positively identifiable animal within ten (10) days, shall become the property of the local government authority and shall be placed for adoption in a suitable home or humanely disposed of as approved by State Law.

6.9: The Animal Shelter Director shall keep complete and accurate records of the care, veterinary treatment, and disposition of all animals impounded at the shelter.

6.10: It shall be unlawful for any person to release or take out of impoundment any animal without proper authority.

6.11: It shall be unlawful to resist or hinder Animal Control Officers or Law Enforcement Officers engaging in the capture and impoundment of an animal. It shall be

unlawful to give false information to an Animal Control Officer or Law Enforcement Officers.

6.12: It shall be unlawful to remove the rabies tag from the dog for which the tag was issued.

SECTION 7: DANGEROUS ANIMALS

7.1: The Animal Control Officer and Law Enforcement Officials shall have the power to summarily and immediately impound any animal where there is any evidence that the animal has attacked, bitten, or injured any human being or domestic animal. The animal shall be kept at the Oconee County Animal Shelter or at a veterinarian designated by the owner at the owner's expense for quarantine pending a determination of the animal's status as a dangerous animal. In the event that an animal bites a member of the animal owner's family, and the animal owner requests that the animal be impounded by the animal owner, the Animal Control Officer or Law Enforcement Officer may, in his or her discretion, allow the animal owner to impound said animal on said animal owner's property.

7.2: Upon impounding a potentially dangerous animal or a dangerous animal that has attacked, bitten or injured a human being or a domestic animal, a determination hearing should be conducted within five (5) business days of serving notice to the owner by certified mail or personal service. If the owner fails to appear at the hearing, the hearing shall nevertheless proceed and an appropriate order may be issued. The Magistrate shall determine whether to declare the animal to be a dangerous animal based upon the evidence and testimony presented at the hearing at the hearing by the owner, witnesses to any incidents, or any other persons possessing information pertinent to such

determination such as veterinarians or dog obedience trainers. The Magistrate shall issue written findings within five (5) business days after the hearing. The owner of such animal shall have a right to appeal the decision to the Court of Common Pleas of Oconee County within ten (10) days of receiving such decision of the Magistrate.

7.3: An animal determined to be dangerous as determined in 7.2 which has attacked or causes injury to a human being or a domestic animal may be ordered destroyed by the Magistrate when in the Magistrate's judgment the dangerous animal represents a continuing threat of serious harm to human beings or other domestic animals after the quarantine period has expired. Any dangerous animal may also be destroyed if the owner of the dangerous animal relinquishes ownership or control of the animal to the Humane Society or law enforcement officer. A Magistrate may return a dangerous animal to the owner if the Magistrate finds that the animal will not pose a threat to human being and/or domestic animals and that the owner has and will fully comply with Sections 7.4. and 7.5 of this Ordinance.

7.4: The owner of a dangerous animal shall secure and confine said dangerous animal on owner's property in an enclosed and locked (with a key or combination lock) pen or structure, suitable to prevent the animal from escaping said pen or structure. The pen or structure shall have secure sides and a secure top which protects the animal from the elements. Also, all sides must be embedded into the ground with no less than two (2) feet unless the bottom is secured to the sides. The structure must be kept in a clean and sanitary condition and provide adequate light and ventilation. The enclosure shall not be less than five (5) feet by ten (10) feet and not less than six (6) feet high.

7.5. No person owning or harboring or having care of a dangerous animal may permit the animal to go beyond the person's premises unless the dog is securely muzzled and restrained with a leash or chain having a minimum tensile strength of three hundred (300) pounds and not exceeding three (3) feet in length.

SECTION 8: POTENTIALLY DANGEROUS ANIMAL

8.1: The Animal Control Officer or Law Enforcement Officials shall have the power to summarily and immediately impound any animal where there is any evidence that the animal has chased or approached any person or domestic animal, on property other than the property of the owner, in a menacing fashion or with an apparent attitude of attack, including, but not limited to behavior such as growling or snarling. The animal shall be kept at the Oconee County Animal Shelter or at a veterinarian designated by the owner at the owner's expense for quarantine pending determination of the animal status as a potentially dangerous animal. The Animal Control Officer or Law Enforcement Officer may, in his or her discretion, allow the animal owner to impound said animal on said animal owner's property.

8.2: Upon impounding a potentially dangerous animal, the determination should be conducted within five (5) days of serving notice to the owner by certified mail or personal service. If the owner fails to appear at the hearing, the hearing shall nevertheless proceed and an appropriate order may be issued. The Magistrate shall determine whether to declare the animal to be a potentially dangerous animal based on the evidence of testimony presented at the hearing by the owner, witnesses to any incidences, and any other persons possessing information pertinent to such determination such as veterinarians or dog obedience trainers. The Magistrate shall issue written

findings within five (5) days after the hearing. The owner of such animal shall have the right to appeal such a decision to the Court of Common Pleas of Ocean County within ten (10) days of receiving the decision of the Magistrate.

8.3: Upon a finding that an animal is a potentially dangerous animal, the Magistrate may order that the animal be forfeited by owner or owners and placed with an agency willing to accept custody of said animal or may return said animal to owner if the owner has and will comply with Sections 8.4 and 8.5 of this Ordinance.

8.4: The owner of a potentially dangerous animal shall secure and confine said potentially dangerous animal on owner's property in an enclosed and locked (with a key or combination lock) pen or structure, suitable to prevent the animal from escaping said pen or structure. The pen or structure shall have secure sides and a secure top which protects the animal from the elements. Also, all sides must be embedded into the ground with no less than two (2) feet unless the bottom is secured to the sides. The structure must be kept in a clean and sanitary condition and provide adequate light and ventilation. The enclosure shall not be less than five (5) feet by ten (10) feet and not less than six (6) feet high.

8.5: No person owning or harboring or having care of a potentially dangerous animal may permit the animal to go beyond the person's premises unless the dog is securely muzzled and restrained with a leash or chain having a minimum tensile strength of three hundred (300) pounds and not exceeding three (3) feet in length.

SECTION 9: ANIMAL CARE

9.1: No owner shall fail to provide for his animals with the necessary substance, shelter, and veterinary care when needed to prevent suffering and humane care and

treatment. All animals shall be kept in a clean and sanitary condition. The premises upon which animal is kept shall be kept in a clean and sanitary condition and provide adequate light, shelter and ventilation.

9.2: No owner of an animal shall abandon such animal.

9.3: Any animal found abandoned and not properly care for, appearing to be diseased or injured past recovery for any useful purpose may be lawfully destroyed by an agent of DHEC, Law Enforcement Officer, Animal Control Officer or Officer of the Humane Society by a method approved by State Law.

9.4: Any animal found abandoned, neglected, cruelly treated, or unfit for use may be seized from the owners property by the Animal Control Officer or Law Enforcement Officer and impounded at the Oconee County Animal Shelter, provided however that the officer shall give notice of this seizure by posting a copy of it at the location where the animal was seized or by delivering it to a person residing on the property of the owner within 24 hours of the time the animal was seized.

9.5: The owner of any animal impounded under the provisions of this section shall be responsible for payment of any necessary medical care as determined by a veterinarian in addition to any penalties, impoundment fees, and board fees.

SECTION 10: STERILIZATION

No unclaimed dog or cat shall be released for adoption without written agreement by means of a spay/neuter contract from the adopter guaranteeing that such animal will be sterilized within thirty (30) days for adults and a specified date in the contract for pups and kittens, provided however, the county provides a program whereby the spay/neuter is included with the adoption fee.

No animal shall be released for adoption from the Oconee County Animal Shelter that has not been sterilized, provided however, that the County or its contractor provides a program whereby the spay/neuter is included with the adoption fee.

SECTION 11: ENFORCEMENT

The civil and criminal provisions of the ordinance shall be enforced by those persons or agencies by the county authority. It shall be a violation of this ordinance to interfere with an Animal Control Officer or Law Enforcement Officer in the performance of his/her duties. The Magistrate of Oconee County shall have the authority to issue a bench warrant in the enforcement of this Ordinance.

SECTION 12: PENALTIES

12.1: Any person violating any provisions of this ordinance shall be deemed guilty of a misdemeanor and shall for every offense, be guilty of a misdemeanor and be punished by imprisonment in jail not exceeding thirty (30) days or by a fine not exceeding five hundred dollars (\$500.00). In addition, upon conviction of any violation under this article a court may order an animal forfeited by the owner or owners and placed with an agency willing to accept custody of the animal, where the court finds that the animal has been cruelly treated, or the owners have been convicted of allowing the animal to run at large on two or more previous occasions.

SECTION 13: APPLICABILITY OF RABIES CONTROL ACT

The provisions of South Carolina Code Section 47-5-10 et seq., commonly known as the Rabies Control Act are hereby adopted in their entirety, as the same may be from time to time amended, as an integral part of this ordinance, except insofar as the

provisions of such act may conflict with or be less restrictive than the provisions of this ordinance.

SECTION 14: CONFLICTING ORDINANCES

All other ordinances of the County of Oconee that are in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 15: SEVERABILITY CLAUSE

If any part of this ordinance shall be held invalid, such part shall be deemed severable and the invalidity thereof shall not effect the remaining parts of this ordinance.



Providing Quality Services To Local Governments Since 1965.

December 9, 2004

received
11-10-04

Mr. Ron Rabun
415 South Pine Street
Walhalla, SC 29691

Dear Ron:

The terms of elected officials appointed to the Appalachian Council of Governments' Board expire in January of odd-numbered years. It is now time for the Oconee County Council to appoint or reappoint one member of its body for a two-year term, which will expire in January 2007. The name of the official currently serving in this position is as follows:

Marion Lyles

Please contact Bob Strother, the Council's Executive Director, when your appointment is finalized, or if you have any questions. If possible, we would appreciate receiving the appointment prior to January 31, 2005.

Best regards,

Eddie Wynn
Eddie Wynn
Chairman

/gmm



Oconee County Sewer Commission

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

December 10, 2004

Mr. Brad Norton
Norton, Ballenger & Mahon, PA
30 Short Street
PO Box 490
Walhalla, SC 29691

RE: OCSC Meeting 12-7-04

Dear Brad,

The Sewer Commission discussed at length the I-85 agreement and OCSC's role in the project as the sewer entity for Oconee County.

The selection of the engineer for the project and the Engineer of Record contract dated July 22, 2004 as was referenced in Item # 11 of the agreement was discussed in some detail.

Commission members are requesting a copy of that July 22 agreement for review.

The commission also voted unanimously to appoint me as the person to serve on the Oconee County Infrastructure Advisory Commission.

Please keep me informed of the progress of efforts to activate this commission. I look forward to serving.

Sincerely,

Robert C. Winchester
General Superintendent, OCSC

CC: Commission
Opal Green - Oconee County Council
Lowell Ross, Attorney

105 Timberline Ridge
Walhalla, South Carolina 29691
December 10, 2004

Oconee County Council
415 South Pine Street
Walhalla, South Carolina 29691

Dear Council Members:

This letter is to inform you of my resignation from both the Sewer Commission and the Solid Waste Commission effective December 30, 2004.

This action is necessary due to the fact that I will be assuming my duties as the District Two representative to County Council in January and can no longer serve.

I have enjoyed the opportunity to work on these boards, both with the department representatives and the other commission members. I look forward to continuing a good working relationship with them in my new capacity.

Sincerely,



Thomas S. Crumpton, Jr.

cc: Mr. Ron Rabun, County Administrator