

**AGENDA ITEM SUMMARY  
OCONEE COUNTY**

**COUNCIL MEETING DATE: 4/18/06  
COUNCIL MEETING TIME: 6:00 pm**

**ITEM TITLE OR DESCRIPTION:**

Discussion & Consideration of Approval of Proposed Extension until 2042 of three (3) City-County-Sewer Commission Interlocal Agreements entitled: "State of South Carolina, County of Oconee Sewer Agreement between Oconee County, Oconee County Sewer Commission, and the Municipalities of Seneca, Walhalla, Westminster, and West Union"

**BACKGROUND OR HISTORY:**

Oconee County entered into agreements with Seneca, Walhalla & Westminster March 3, 1978 designating these municipalities as operating municipal sewer systems, which generally serve the entire area of the cities and populated County areas immediately adjacent to their corporate limits. These agreements expire March 31, 2018 and need to be extended until March 21, 2042. The Sewer Commission is in the process of securing a loan which makes it necessary to extend the agreements.

**SPECIAL CONSIDERATION OR CONCERNS:**

Time schedules are important. Without the extension to 2042 of the City-County agreements, the Sewer Commission will be unable to secure long term loans to complete pending capital projects.

**STAFF RECOMMENDATION FOR COMMITTEE ACTION:**

Staff recommends action to adopt the Proposed Extension of the City-County-Sewer Commission Interlocal Agreements until March 21, 2042.

**FINANCIAL IMPACT:**

Note to County Council. Without the extension of the City-County Agreements, the Sewer Commission will be unable to secure long term loans to complete pending sewer capital projects.

**ATTACHMENTS:**

Interlocal City-County Agreements (3)

**Submitted or Prepared by:**

Opal Green  
(Department Head/Elected Official)

**Approved By:**

  
Ron H. Rabun,  
Oconee County Administrator

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Other  
C: Clerk to Council

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
SEWER AGREEMENT  
BETWEEN  
OCONEE COUNTY,  
OCONEE COUNTY SEWER COMMISSION,  
AND  
THE MUNICIPALITIES OF  
SENECA, WALHALLA, WESTMINSTER, AND WEST UNION

COUNTY COUNCIL CHAMBERS  
WALHALLA, SOUTH CAROLINA

APRIL 16, 2006

18

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

SEWER AGREEMENT

BETWEEN

OCONEE COUNTY,  
OCONEE COUNTY SEWER COMMISSION

AND

THE MUNICIPALITIES OF

SENECA, WALHALLA, WESTMINSTER AND WEST UNION

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STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

AMENDED

AGREEMENT

THIS AMENDED AGREEMENT made and entered into by and between OCONEE COUNTY, South Carolina, hereinafter called "the County" and the MUNICIPALITIES OF SENECA, WALHALLA, WESTMINSTER, and WEST UNION hereinafter called "the Municipalities."

**PREAMBLE:** *The old Agreement included a "Factual Background" section. This Agreement includes a preamble. Both try to say how we got here. The preamble is more up to date than the old preamble. The new Agreement includes an updated Factual Background section in Article III.*  
The wording of this Agreement has been modified so there will only be one Agreement.

**Section 1.** Seneca, Walhalla, and Westminster entered into separate but identical, agreements with Oconee County, dated 3 March, 1978 (Seneca and Walhalla), March 30, 1978 (Westminster), 2 October, 1979 (West Union) whereby Oconee County agreed to operate a wastewater treatment system and the Municipalities agreed to discharge effluent into the system for a period of forty years, as herein described:

**Section 2.** Oconee County owns a wastewater treatment plant (Concross Wastewater Treatment Plant), trunk lines, connector lines, pump stations, and other necessary and appropriate apparatus ("the System"), the Municipalities (Seneca, Walhalla, and Westminster) own sewer collector lines which flow into the county system. Oconee County operates the System through the Oconee County Sewer Commission, ("OCSC" or "Sewer Commission") composed of three (3) members representing Seneca, two (2) members representing Walhalla two (2) members representing Westminster, and two members appointed by Oconee County Council at large from Oconee County, all selected in accordance with the existing Agreements between the Municipalities and Oconee County, dated 3 March, 1978, incorporated herein by reference, and according to Oconee County Ordinance 78-2.

**Section 3.** Except for one residential customer, (on a well) the Municipalities are the exclusive users of the System and by OCSC in accordance with the amount of effluent discharged by each Municipality, respectively, and treated by OCSC. There are four (4) customers on Pioneer Water connected directly to the County Sewer who are upstream of the Westminster Sewer Meter. Pioneer collects sewer fees from these customers and remits the same to Westminster directly.

**Section 4.** Except for grants from state and federal agencies, the cost of operation, maintenance, and improvement of the System has been paid by the Municipalities, billed to and collected from customers of the Municipalities, respectively.

<sup>1</sup> The West Union Agreement was slightly, but not significantly, different.

Section 5. In the original Municipal-County Agreements, each municipality and the County agreed to be bound by the Agreements for a period of forty (40) years from the date of the first accepted wastewater, expiring 31 March, 2018.

Section 6. In June 1993, because of industrial growth the industrial capacity of the wastewater treatment plant was nearing full capacity. In order to provide additional industrial/commercial capacity it became desirable to upgrade the sewer treatment plant to add treatment capacity. Oconee County, through the Sewer Commission, obtained from the South Carolina Budget and Control Board a low-interest loan in the sum of \$8,200,000. In 1996, the Commission began making annual payments on the loan in the sum of \$609,947. These payments are billed to and collected from the Municipalities, respectively, pro-rata.

Section 7. Because of the population growth of Oconee County, new technology, and new State and Federal regulations it is necessary to again up-grade and improve parts of the System to adequately serve the Municipalities.

Section 8. The Municipalities have agreed to maintain rates that will fund the necessary up-grades and improvements, which are described in Attachment 1.

Section 9. The County and Municipalities entered a separate Agreement ("SWAG"), dated 28 February, 2005, and a Memorandum of Understanding, dated 24 February, 2005. Oconee County entered into an Agreement with the South Carolina Department of Transportation, dated May 17, 2005, whereby the County agreed to treat the wastewater discharged from the Welcome Center located on Interstate 85.

Section 10. The Municipalities and County have agreed to extend and amend the existing agreement:

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within the jurisdiction of the County and all additions and improvements thereto to be constructed by the County, which provides any wastewater treatment for Municipalities of Seneca, Walhalla, Westminster, and West Union and such other facilities as may be agreed upon.

Section 11. The term "System's cost" shall include operation and maintenance costs (including but not limited to personnel, power, equipment replacement, chemicals, materials, et cetera), debt service, reserve, depreciation and all related expenses necessary to provide operational self-sufficiency and payment of principal and interest on sewer revenue bonds to be issued by the County.

Section 12. The term "System's net cost" will involve the System's cost, less net revenue derived from users outside any Municipality, Process Wastewater Surcharges levied by the County against certain industrial and/or commercial users, and any other net revenue which may be derived from users who are not served or billed by the Municipalities.

Section 13. "Debt Services" shall be the financial obligation of the County to pay for any outstanding bonds or other debts related to the System.

*This is new*

Section 14. "Welcome Center System" shall mean the wastewater treatment facilities, to include the trunk lines and connector lines originating within the jurisdiction of the County and all additions and improvements thereto to be constructed by the County and which will serve areas not now served by the System as defined in Section 2.01 (8) above and which is defined by the Agreement between Oconee County and the South Carolina Department of Transportation.

*This is new*

## ARTICLE II FACTUAL BACKGROUND

Section 1. Seneca, Walhalla, Westminster, and West Union are municipal corporations duly chartered by the State of South Carolina and pursuant to applicable constitutional and statutory provisions relative thereto. Seneca, Walhalla, Westminster, have established and now operates a municipal water and sewer system, which generally serves the entire area of each Municipality and populated areas immediately adjacent to the corporate limits of each Municipality. West Union currently has approximately 47 sewer customers.

Section 2. The County is a body corporate and politic which is governed by a County Council and which, by virtue of § 16, Article VIII, Constitution of the State of South Carolina, as well as other enabling legislation, is fully empowered to enter into this Agreement.

Section 3. As a means of setting forth the matters of essential inducement which have resulted in the making of this Amended Agreement, the parties hereto agree that the pertinent facts with respect thereto are set forth in the remaining sections of this Article.

Section 4. The qualified electors of Oconee County by referendum authorized the Oconee County Council to provide wastewater transportation and treatment facilities.

Section 5. The Sewer transportation and treatment facilities (hereinafter called "the System") consist of the assets described on Attachment 2.

Section 6. The County represents and warrants that the System, is in compliance with all applicable standards of EPA as well as applicable standards of the South Carolina Department of Health and Environmental Control ("DHEC").

Section 7. The County, through the Oconee County Sewer Commission, has obtained an SRP Loan which is payable from and secured by a pledge of the gross revenues derived from its operation of the System and has agreed to maintain rates and charges for the services furnished by the System sufficient to produce such revenues. Such covenant requires that all who use the System (be it one or more) pay such charges and, while at the present time there are four (4) users (Seneca, Walhalla, Westminster and West Union) who will be subject to rates and charges imposed by the County, the Municipalities are mindful of the fact that if, for one reason or another, there are less than four (4) major users, the remaining users would be required to pay the sums required by the County for the maintenance and operation of the System and the payment of debt service on revenue bonds which have been issued or may be issued by the County, which they have authority to do, from the revenues generated by the sewer systems. The System shall be self-sufficient, both as to operation and maintenance and retirement of debt, the full faith and credit of the County not being pledged.

Section 8. Notwithstanding any other provision of this Agreement, nothing herein shall prohibit the County from making contributions to the Municipality or to pay for operation, maintenance, and upgrade of the System from funds which can legally be used for such purpose.

Section 9. Seneca, Walhalla, Westminster, and West Union have determined that their rights in the System constitute extensions of their respective sewer systems and that their obligations to pay the County the rates and charges for the use of the System constitute a portion of the cost of operation and maintenance of their respective sewer systems. The obligations of Seneca, Walhalla, Westminster, and West Union to pay the cost of the

operation and maintenance of their sewer systems are subordinate in all respects to their outstanding Revenue Bonds and to all other Revenue Bonds which may hereafter be issued on a parity therewith.

Section 10. Appropriate federal rules and regulations require, and it is agreed, that all users of the System pay their proportionate share of operation and maintenance costs, based upon waste load contribution in terms of volume, flow rate and/or strength. Each of the parties to this Agreement recognize that at the time of the execution of this Agreement, the System is for the primary benefit of the four (4) municipalities and their sewer customers located both within and outside each of the Municipalities's corporate limits.

Section 11. It is necessary that each Municipality agree to employ and use such System and to guarantee payment of the "System's net costs" in order to assure financial stability and flexibility of the System, which each, upon the execution of these presents, agrees to do. The "System's net costs" includes debt service and depreciation.

**ARTICLE III**  
**AGREEMENTS BY THE MUNICIPALITIES**

Section 1. The Municipalities, <sup>instead of "City"</sup> respectively, agree to exclusively use the System for the transportation for treatment of wastewater generated by its utility customers, including its water and its sewer customers located both within and without the Municipality's corporate limits, during the term of this agreement.

Section 2. The Municipalities, respectively, agree:

(1) To pay to the County for the treatment of their domestic and industrial wastewater a sum equal to the cost per thousand gallons of such treatment as determined by the County, employing good and accepted accounting practices. In arriving at such cost per thousand gallons for treatment, the following cost factors will be considered, to wit: the operation and maintenance of the System, the debt service on the County's sewer revenue bonds secured by a pledge of the revenues of the System, reasonable depreciation based upon the expected life of the System together with a reasonable reserve; taking into consideration other income which the System might earn from non-municipal customers, industrial waste surcharge and other sources of revenues available to the System. In determining the quantity of effluent being discharged into the System, meter readings shall be made at strategic points in order to measure the municipal flow to the System and the maintenance of such meters will be made by the County in accordance with good and accepted engineering principles. Such payments shall be made at least quarterly or more often as the parties may hereafter agree.

*Some minor wording changes from old Agreement*



Section 3. The Municipalities, respectively, agree to apportion the Annual Charge in accordance with appropriate state and federal rules and regulations, to all users or customers, in proportion to flow. Each user will be on the basis of uniform rates, to fairly reflect the Municipalities' proportionate share of the "System's net cost" as required under Section 1.01 8) hereof, as well as any other charges which the Municipalities, respectively may desire.

Section 4. Each Municipality, respectively, agrees to maintain a Sewer System Rehabilitation program as described in the Municipality's Sewer System Evaluation Survey performed under the federal grant provisions of EPA a Project Number C 450 366 011. Provided however, the County will assist the Municipality in such rehabilitation efforts and requirements.

Section 5. Each Municipality agrees to implement and enforce a Sewer Use Ordinance which will prohibit sources of inflow (illegal connections from sump pumps, foundation drains, roof leaders, et cetera) from being connected to its sewer system, and require proper design and wastewater techniques for new connections.

Section 6. Each Municipality agrees to open its books for inspection by County officials and/or officials of DHEC, and EPA, so as to enable such officials to determine whether or not water - sewer users of the Municipality are paying their pro rata share of the Annual Charge, as provided herein.

Section 7. The Municipalities agree to assist the County in the establishment and implementation of an Industrial Cost Recovery Rate and a user charge for industries, and in this regard, the Municipalities agree to furnish information to the County concerning the amount of water sold to an industry or commercial establishment during the Municipality's normal billing period.

Section 8. Each Municipality agrees to measure by sewer meter, bill and collect, a Process Wastewater Surcharge directly from the commercial and industrial users involved; the said sewer meter shall be built or procured according to County Sewer Commission standards, and its installation shall be likewise subject to approval of the Commission. The cost of such meter and its installation shall be borne solely by the industrial or commercial users.

Section 9. In the event a Municipality shall fail to make payments of any charge required herein, the payment so in default shall continue to be an obligation of the respective Municipality until the amount in default shall have been fully paid, and the Municipality agrees to pay the same, with interest thereon from the date of such default at the rate of six (6%) per cent per annum until fully paid.

Section 10. Each Municipality waives any right of sovereign immunity it may have as to any actions brought by the County and/or its successors, to collect payment due the County by reason of the Municipalities' portion of the System's Costs which are in default.

Section 11. Each Municipality covenants that it will at all times maintain in effect rates for the use of its water and sewer system in an amount sufficient, together with other funds available therefor, to discharge its obligation under its outstanding revenue bonds and general obligation bonds additionally secured by a pledge of sewer revenues and all bonds hereafter issued on a parity therewith, and to discharge its obligations under this Agreement and any amendments thereto.

#### **ARTICLE IV AGREEMENTS BY THE COUNTY**

Section 1. The County agrees to maintain the System in such a manner as to provide satisfactory wastewater treatment to the Municipality, and to maintain the System so as to keep the inflow/infiltration (I/I) into the County's System within reasonable limits, and to allow the Municipality to Discharge wastewater into the System pursuant to the terms of this Agreement.

Section 2. The County agrees to operate the System in accordance with the requirements of the DHEC and the ERA.

Section 3. The County agrees to furnish each Municipality in the eleventh month of each operating year, estimates of the "System's cost", "System's net cost", and the Municipality's Annual Charge for the succeeding year.

Section 4. The County agrees to provide technical assistance to each Municipality in establishing a User Charge System for distribution of its Annual Charge, in developing a Sewer Use Ordinance, and in undertaking the Sewer System Rehabilitation Program.

Section 5. The County agrees to provide and read one or more sewer master meters which will measure the wastewater discharged by each Municipality into the System, at least monthly, and to furnish the Municipality the information disclosed by such reading.

Section 6. The County agrees to open its books for inspection by appropriate officials of the DHEC, EPA and by each Municipality.

Section 7. Municipalities will not be charged by the County for any costs or expenditures incurred for the construction, operation, <sup>NEW</sup> and/or maintenance of any sewer system which does not serve the municipalities or their customers (users).

**ARTICLE V  
MUTUAL AGREEMENTS BY THE COUNTY  
AND MUNICIPALITIES**

Section 1. The computation of the "System's cost", the "Process Wastewater Surcharge" and each Municipality's Annual Charge shall be the responsibility of the County.

Section 2. The sewer master meter readings of the wastewater flow from each Municipality will be used as a primary basis for determining the payment to the County by the Municipality for services furnished the Municipality by the System.

Section 3. Unmetered domestic users will be and billed by the County on the basis of an assumed usage of seventy-five (75) gallons of wastewater discharged to the System per day for each person living in such user's dwelling. In this regard, unmetered commercial customers, that is, a commercial enterprise employing more than three (3) persons, shall be required to furnish and install at its own expense a master sewer meter or establish some other acceptable proof of usage of the System to the satisfaction of the County. The County agrees to further adopt policies relating to the acceptance of wastewater effluent from subdividers and/or subdistricts in keeping with the general requirements of this Agreement, including but not limited to a method of determining reasonable usage of the System, a method of collection from such subdivider and/or subdistrict, to insure the financial stability of the System, and an assessment of a charge which reflects the fair user concept required by the Environmental Protection Agency. The revenues produced by such customers, industries, unmetered domestic users, both residential and commercial, and subdistricts will reduce the "System's net cost" and Annual Charge which is the basis of the minimum guaranteed by the Municipality.

Section 4. Each Municipality, respectively, agrees to maintain its lateral lines and to promulgate such regulations as may be desirable to minimize infiltration/inflow (hereinafter called "I/I") into the Municipality's system. (In accordance with Gooch County Ordinance 79-4 and 85-7) Each of the parties hereto recognize the impossibility of complete elimination of I/I. Therefore, the County agrees that it will treat such I/I determined according to the standards and practices hereinafter set forth, for a cost equal to that cost per thousand gallons which would be to pay the "System's net cost", as provided in Section 3.02(i) hereof, less that percentage reflecting the debt service on the revenue bonds to be issued by the County included in such formula, conditioned, however, upon the following factors:

- (i) That such reduced cost shall be applied to effluent in excess of the minimum amount necessary to pay the respective Municipality's pro-rata share of the "System's net cost."

(ii) The amount of such I/I does not amount to more than the percentage determined by the Oconee Sewer Commission to be put into the System by the Municipality and as to such excess, the same shall be treated and for in the same manner and amount as all other effluent;

(iii) If required from time to time by the County, to determine what amount or portion of the effluent transmitted by the Municipality to the System is I/I, the parties agree to conduct I/I determination tests by measuring by the flow meters in three separate twenty-four hour periods during which there is no precipitation, the amount of effluent which the Municipality discharges into the System's lines, divided by a like measurement of effluent on three separate twenty-four periods when there is significant precipitation. The resulting percentage, hereinafter called "the normal effluent input rate" shall be the benchmark used to determine the I/I into the Municipality's lines in periods of wet or rainy weather;

(iv) In any event, at all times during the term of this Agreement, each Municipality agrees to adopt such appropriate Ordinances and take whatever steps necessary to minimize any inflow of surface water, and infiltration of groundwater to its lateral transmission lines.

#### **ARTICLE VI SPECIAL COVENANTS**

Section 1. The County will, at all times, operate and maintain the System in good repair and working condition, unless prevented therefrom by force majeure which term, as used herein, shall mean without limitation, the following:

Acts of God, strikes, lockouts and other industrial disturbances, acts of public enemies, orders of any kind of the government of the United States or of South Carolina or any of their departments, agencies, or officials, or any civil or military authority; insurrections, riots, epidemics; landslides; lightning; earthquakes; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery or transmission pipes or lines; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the County. Provided, however, that nothing herein contained shall be construed to empower any party to this Agreement to issue an order which could be construed to be a force majeure.

Section 2. The County will give each Municipality such notice as the County may have of unscheduled interruptions of service. The County will exert its best efforts and all diligence to anticipate and to correct interruptions of service.

Section 3. The County agrees to give each Municipality seven days notice of any known or scheduled interruptions of normal access to the System, whether partial or complete, and to make suitable alternative provisions for the disposal of each Municipality's effluent. The County also agrees to consult with each Municipality concerning the extent of scheduled service interruptions so as not to interfere unreasonably with the Municipality's normal operating schedule.

Section 4. The County shall make available to each Municipality, upon request, any and all operating and flow records.

Section 5. Should the County fail to observe the covenant to operate and maintain the System, any Municipality, or all of the Municipalities, or any combination, may, after ten (10) days written notice:

(i) Take such steps as may be necessary to place the System in good condition and working order at the expense of the County, whereupon the County, upon demand, shall repay the respective Municipality or combination thereof for all expenses incurred; OR

(ii) Bring action against the County for specific performance to enforce the covenants of the County relating to the operation and maintenance of the System.

Section 6. Should the County fail to observe any other covenant or agreement herein made, any Municipality may, after ten (10) days written notice, bring action against the County for the specific performance by the County of such other covenant or agreement.

Section 7. The remedies herein granted to the Municipality shall be exclusive and shall be in lieu of all other remedies that the Municipalities may have at law or in equity, and notwithstanding; if the County shall become indebted to any Municipality, the respective Municipality shall have no right to offset to its obligations to make payment under the provisions of this Agreement hereof.

*Article III, Sections 5 and 7*

Section 8. Notwithstanding the terms of Section 4.02 (1) or (2), nothing herein contained shall be construed to obligate or encumber the general fund of Oconee County and any and all liability assumed by the County relates to the revenues derived and contracted for by said County relative to the operation of the System.

Section 9. The Municipalities will not be charged for: The transportation or treatment, of any wastewater which is not discharged by the respective municipality; for the cost of the operation of the sewer system which is not attributable to the

*This is new*

transportation or treatment of wastewater by the respective municipality; nor shall any municipality be charged for the installation or operation of any system which is not described in this Agreement.

## **ARTICLE VII EVENTS OF DEFAULT**

### Section 1.

The following shall be "events of default" under the Agreement as applied to each Municipality and the terms "events of" or "default" shall mean, whenever they are used in this Agreement any one or more of the following events:

(i) Failure by any Municipality to pay the sums required to be paid under Article III of the Agreement at the times specified therein, and continuing for a period of thirty (30) days after written notice by mail or personal delivery.

(ii) Failure by any Municipality to observe and perform any covenant or agreement in this Agreement on the part of such Municipality to be observed and performed, other than as referred to in subsection (a) of this Section, for a period of thirty (30) days after receipt of written notice, specifying such failure and requesting that it be remedied, given to the defaulting Municipality by the County, unless the County shall agree in writing to an extension of such time prior to its expiration (or in case of any such default which cannot with due diligence be cured within such 30-day period, if the Municipality shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with a default not susceptible of being cured with due diligence within 30 days, that the time of the Municipality within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with all due diligence.)

Section 2. Notwithstanding the provisions of any other paragraph of this Agreement, if or in the event of any of the major users of the System (i.e., Seneca, Walhalla, Westminster, West Union) fail to pay their pro rata share of the "System's Net Cost", as provided herein, then and in such an event within forty-five (45) days of such default, the County agrees to institute legal action to enforce such collection, including but not limited to the prayer and petition to a Court of competent jurisdiction for the appointment of a Receiver of the sewer system of the defaulting Municipality so as to compel payment of such defaulting Municipality share and to prevent undue burden being placed upon the other major users of the System.

Section 3. In the event of default by any of the Municipalities (i.e., Seneca, Walhalla, Westminster West Union) any monies which may from time to time be declared available by the County Government for the use of such Municipality under the "County Revenue Sharing Program," shall be and the same is herewith irrevocably assigned by each of the Municipalities for application toward the payment of the obligation which such Municipality may have to the County by reason of its pro rata share of the "System's Net Cost" as provided herein, and such defaulting's Municipality's share of such Revenue Sharing funds may be paid by the County to defray the cost of the defaulting Municipality's charges. This remedy shall be nonexclusive and in addition to all other remedies provided for in this Agreement.

#### **ARTICLE VIII REMEDIES OF THE COUNTY ON DEFAULT**

Section 1. Whenever any event of default referred to in Section 5.01 hereof shall have happened and be subsisting, the County may take whatever further action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due hereunder, or to enforce performance and observance of any obligation, agreement or covenant of the defaulting Municipality under this Agreement, to the extent of the sewer system of the defaulting Municipality and the revenues derived therefrom.

Section 2. No remedy herein conferred upon or reserved to the County 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 remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, except as provided by appropriate statutes of limitations, but any such right and power may be exercised from time to time as often as may be expedient. In order to entitle the County to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 3. In the event any agreement contained in this Agreement should be breached by any party hereto, and thereafter waived by any other party hereto, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

#### **ARTICLE IX MISCELLANEOUS**

Section 1. The System shall at all times be the sole and absolute property of the County.

Section 2. The County agrees so long as each Municipality, respectively, shall fully and punctually pay all of the sums

provided to be paid hereunder by each Municipality, and shall fully and punctually perform all of its other covenants and agreements hereunder, the County agrees to treat sewer discharged by each Municipality, respectively.

Section 3. Notices given by one Party hereto to another shall be effective only when received by the Party being noticed as evidenced by signed receipt therefor.

Section 4. Any party hereto may, but shall not be required to, record this Agreement in the Office of the Register of Deeds of Oconee County, South Carolina.

Section 5. This Agreement shall inure to the benefit of and shall be binding upon the County, and Seneca, Walhalla, Westminster, and West Union, and their respective successors or assigns.

Section 6. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8. This Agreement is prepared and entered into with the intention that the law of the State of South Carolina shall govern its construction.

Section 9. This Agreement may not be amended, changed, modified, or terminated without in each instance the prior written consent of the Parties hereto.

#### **ARTICLE X TERM OF AGREEMENT**

This Agreement shall remain in force and effect from the date of this Agreement until March 31, 2042. This agreement is automatically renewed for four (4) terms of ten (10) years, unless notice of non-renewal is given by any signatory at least twelve (12) months before the expiration of either the term of the Agreement or any renewal.

*This  
is  
new*



**ARTICLE XI  
EXECUTION**

This Agreement may be executed as counterparts and shall constitute a unified Agreement.

The governing bodies of Geesee County, the Geesee County Sewer Commission, the City of Seneca, the City of Walhalla, the City of Westminster, and the Town of West Union have each approved this Agreement and each have authorized the below named officers to execute the Agreement as set forth:

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OCONEE COUNTY EXECUTED THIS AGREEMENT on the \_\_\_\_<sup>th</sup> day of April, 2006.

Oconee County

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Frank Ables, Chairman

Attest: \_\_\_\_\_  
Opal Green, Clerk

STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )

PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named OCONEE COUNTY by its duly authorized officer(s) sign, seal and as its act and deed, deliver the within written Agreement for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this \_\_\_\_<sup>th</sup>  
ay of April, 2006

\_\_\_\_\_

\_\_\_\_\_  
Notary Public of SC (S.S.)  
My commission expires \_\_\_\_\_

EXECUTION

THE OCONEE COUNTY SEWER COMMISSION HAS EXECUTED THIS AGREEMENT on the \_\_\_\_<sup>th</sup> day of April, 2006.

Oconee County Sewer Commission

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Howard Adams, Chairman

Attest: \_\_\_\_\_  
Robert C. Winchester  
General Superintendent

STATE OF SOUTH CAROLINA }  
COUNTY OF OCONEE }

PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named OCONEE COUNTY SEWER COMMISSION by its duly authorized officer(s) sign, seal and as its act and deed, deliver the within written Agreement for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this: \_\_\_\_<sup>th</sup>  
day of April, 2006

\_\_\_\_\_

\_\_\_\_\_  
(L.S.)  
Notary Public of SC  
My commission expires: \_\_\_\_\_

EXECUTION

THE CITY OF SENECA EXECUTED THIS AGREEMENT on the \_\_\_<sup>th</sup> day of April, 2006.

City of Seneca

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Dan Alexander, Mayor

Attest: \_\_\_\_\_  
Belinda Harper, Clerk

STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )

PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named CITY OF SENECA by its duly authorized officer(s) sign, seal and as its act and deed, deliver the within written Agreement for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this \_\_\_<sup>th</sup>  
day of April, 2006

\_\_\_\_\_

\_\_\_\_\_  
(L.S.)  
Notary Public of SC  
My commission expires \_\_\_\_\_

EXECUTION

THE CITY OF WALHALLA EXECUTED THIS AGREEMENT on the \_\_\_\_ day of April, 2006.

City of Walhalla

By: \_\_\_\_\_  
Lamar Bailes, Mayor

Attest: \_\_\_\_\_  
Nancy Goehle, City Administrator

STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )

PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named CITY OF WALHALLA by its duly authorized officer(s) sign, seal and as its act and deed, deliver the within written Agreement for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this \_\_\_\_ day of April, 2006

\_\_\_\_\_  
(L.S.)  
Notary Public of SC  
My commission expires \_\_\_\_\_

EXECUTION

THE CITY OF WESTMINSTER EXECUTED THIS AGREEMENT on the \_\_\_\_<sup>th</sup> day of April, 2006.

City of Westminster

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest: \_\_\_\_\_  
Sissy Richardson, Clerk

STATE OF SOUTH CAROLINA }  
COUNTY OF OCONEE }

PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named CITY OF WESTMINSTER by its duly authorized officer(s) sign, seal and as its act and deed, deliver the within written Agreement for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this \_\_\_\_<sup>th</sup> day of April, 2006

\_\_\_\_\_

\_\_\_\_\_  
(L.S.)  
Notary Public of SC  
My commission expires \_\_\_\_\_

EXECUTION

THE TOWN OF WEST UNION EXECUTED THIS AGREEMENT on the \_\_\_\_<sup>th</sup> day of April, 2006.

Town of West Union

By: \_\_\_\_\_

Thomas Duncan, Jr., Mayor

Attest: \_\_\_\_\_

Cecilia Atkins, Clerk

STATE OF SOUTH CAROLINA )

PROBATE

COUNTY OF GOOCHEE )

Personally appeared before me the undersigned and made oath that (s)he saw the within named TOWN OF WEST UNION by its duly authorized officer(s) sign, seal and as its act and deed, deliver the within written Agreement for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this \_\_\_\_<sup>th</sup> day of April, 2006

\_\_\_\_\_  
(L.S.)

Notary Public of SC

My commission expires \_\_\_\_\_

ATTACHMENT 1  
to the  
AMENDED AGREEMENT  
April 4, 2006

OCONEE COUNTY AND THE MUNICIPALITIES OF  
SENECA, WALHALLA, WESTMINSTER AND WEST UNION

*New*

**SEWER INFRASTRUCTURE PROJECTS**

Oconee County has recently completed a Master Plan, which identified areas of the County, which were strategic for industrial or commercial development. Some of these areas either lacked adequate sewer facilities or the existing facilities needed upgrading to meet the demands for growth and future development. The Master Plan included some information on the below referenced projects to determine the feasibility of pursuing them.

- Martin Creek Sewer Project
- Richland Creek/Bountyland Sewer Project
- Septic and Grease Receiving Facility Project

A) The Martin Creek Sewer Project is the result of a combination of significant growth and rainfall events which have placed increased demands on the various pump stations, gravity lines, and force mains in the Martin Creek drainage basin. The Martin Creek Pump Station is part of the original CCSC trunkline and transportation sewer system, which began operation in January 1980. A Martin Creek Drainage Basin Flow Relief Evaluation study was conducted in 2001, and identified significant overflow potential at the Martin Creek pump station caused by wet weather flows in the existing collection systems. The elements of the study included a review the pump station, force main, and sewer design capacities that are impacted downstream of the Martin Creek system. Alternatives and recommendations were presented and costs were developed for several various alternatives. The most cost effective alternative at the time was a combination of flow diversion, parallel sewer trunklines, and a new Relief Pump Station.

B) The Richland Creek/Bountyland Sewer Project was originally projected to serve the geographical center of Oconee County with a sewer trunkline between Halfway Branch on SC Highway 28 and Richland Creek on US Highway 123. The project was included in the 201 Facilities Plan update in 1993. A Preliminary Engineering Report was developed in 1998 and was expanded in 2004 to include the Bountyland area of Seneca SC. The PER included estimated costs for the project. A primary benefit of the project is the potential to eliminate 5 Pumping Stations by providing gravity sewer to those existing locations while expanding the capability to handle the extensive growth in the basin.

C) The Septic and Grease Receiving Facility Project was studied in 2003 for the Coneross Creek Wastewater Treatment facility. The study addressed historical quantities of waste generated and disposed of at the CCWTF and the growth of septic tanks used in the County. The problems associated with handling this high strength waste and proposed solutions were also presented. The CCWTF is currently the only SCSWPC approved facility in Oconee County for disposal of septic tank wastes. The septic tank permits issued for new residential construction in the County continues to increase the demand on the treatment facility for this service. Grease removal was also part of the Septic Facility Study due to the increasing number of food service establishments on the CCSC sewer system and the associated problems.



ATTACHMENT 2  
to the  
AMENDED AGREEMENT  
April 4, 2006  
COOKE COUNTY AND THE MUNICIPALITIES OF  
SENECA, WAHALLA, WESTMINSTER AND WEST UNION

*New*

SEWER TRANSPORTATION AND TREATMENT SYSTEM ASSETS

Wastewater Treatment Facility located at 623 Return Church Road, Seneca, SC on a parcel of land described in Deed Book 12-3 at page 157, records of Oconee County, with a total design capacity of 7.8 million gallons per day.

The Trunkline system includes approximately sixty (60) miles of Gravity Sewer and Force Mains, eighteen (18) Pumping Stations and four (4) Flow Monitoring Stations, serving the Tri City area of Seneca, Wahalla, Westminster, and West Union.

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** 4/18/06  
**COUNCIL MEETING TIME:** 6 PM

**ITEM TITLE OR DESCRIPTION:**

Discussion & Consideration of Approval of the Tri-party Interlocal Agreement between Oconee County, the City of Seneca & Duke Power Company.

**BACKGROUND OR HISTORY:**

The agreement between Oconee County, the City of Seneca and Duke Power Company will allow the successful bidder to construct a sewer main from the Duke Power plant to the City of Seneca's existing sewer system, thereby allowing the City and the Sewer Commission to accept sewage from the Duke Oconee nuclear facility as well as other development projects.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Execution of this agreement will allow Duke Power to abandon its old sewer package plant so that the Sewer Commission can receive the sewage and additional sewer mains can be constructed to accommodate future growth in the County that will largely (three-quarters) be paid for by Duke Power.

**STAFF RECOMMENDATION:**

Staff recommends adoption of the Tri-party Interlocal Agreement between Oconee County, the City of Seneca & Duke Power Company.

**FINANCIAL IMPACT:**

Estimated cost of the project is \$4,423,000. Oconee County (through Seneca collections) will reimburse Duke Power Company the sum of \$1,000,000 in ten equal annual payments of \$100,000 each beginning July 1, 2008. The reimbursement is due to the oversizing of the sewer line beyond the size strictly necessary to meet the needs of Duke Power.


**ATTACHMENTS:**

Tri-party Interlocal agreement between Oconee County/City of Seneca/Duke Power.

Submitted or Prepared by:

Opal O. Green  
(Department Head/Elected Official)

Approved By:

  
Ron H. Rahun  
Oconee County Administrator

Reviewed By/ Initials:

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

\_\_\_\_\_ Finance

\_\_\_\_\_ Other

C: Clerk to Council

STATE OF SOUTH CAROLINA )

)

**SEWER SYSTEM AGREEMENT**

COUNTY OF OCONEE )

This Sewer System Agreement (the "Agreement") is made and entered into this 17<sup>th</sup> day of April, 2006, by and between Duke Power, the regulated electric division of Duke Energy Corporation (hereinafter "Duke"), the City of Seneca (hereinafter "the City"), and Oconee County (hereinafter "the County").

Duke, the City and the County desire to have a third party contractor construct an addition to the City's existing sewer system which will allow the City to accept sanitary sewerage from the Duke Oconee nuclear facility located in Oconee County, South Carolina.

Duke and the governing bodies of the County and the City have found this Agreement to be in the best interest of the public and each other, and each has approved this agreement and authorized its execution by the undersigned officers.

NOW THEREFORE, for and in consideration of the terms and conditions herein, the parties hereby agree as follows:

**ARTICLE I (PARTIES)**

Section I: Duke, a North Carolina corporation authorized to do business in the State of South Carolina, owns and operates a nuclear power plant in Oconee County, South Carolina.

Section II: The City is a municipal corporation duly chartered by the State of South Carolina pursuant to applicable constitutional and statutory provisions relative thereto. The City has established and now operates a municipal sewer collection system, which generally serves the entire area of the City and the populated areas adjacent to the City's corporate limits.

Section III: The County is a body corporate and politic of the State of South Carolina which is governed by a county council, and which is fully empowered to enter into this Agreement.

Section IV: The Oconee County Sewer Commission (hereinafter "OCSC") is a Commission created by S.C. Legislative Act in 1971 and is currently organized pursuant to Oconee County Ordinance 78-2. The OCSC's primary function is the collection, transportation and treatment of wastewater. The OCSC will represent Oconee County on all technical aspects of this Agreement.

Section V: Duke, the City and the County have agreed that the construction of a new sewer line from the City's existing sewer system to Duke's Oconee nuclear facility is in the best interests of the three parties to this Agreement.

#### ARTICLE II (PROJECT SCOPE)

Section I: The "Project" shall hereinafter refer to all activities related to the design, construction, testing, and commissioning by a third party contractor of the New Sewer System (as defined in Section II below) which are to be funded by Duke. As part of the Project, the City shall engage a third party engineering consultant (hereinafter the "Engineering Consultant") to assist the City with the engineering, permitting, administration and construction services for the New Sewer System. The Project shall include the following activities, which are to be performed by the City, by its designated Engineering Consultant or by the third party contractor:

- (A) Engineering and Design of the New Sewer System;
- (B) Legal Services necessary to review the Contract and record easements and deeds for the New Sewer System;

- (C) Right of Way (ROW) and Easement Acquisitions for the New Sewer System;
- (D) Permit Preparation and Fees for the New Sewer System;
- (E) Selection and Competitive Bid Process for the New Sewer System;
- (F) Purchase of all Construction and Materials for the New Sewer System;
- (G) Construction Inspection and Management by the City or its Engineering Consultant for the New Sewer System; and
- (H) Preparation and Delivery of As-built Drawings for the New Sewer System. As set forth more fully in this Agreement, the Engineering Consultant shall prepare the specifications and other documents for receiving public bids, shall coordinate all easements necessary for the New Sewer System, and upon the award of the construction contract for the New Sewer System, shall provide administration services to the City for the construction work.

Section II. The New Sewer System to be constructed pursuant to this Agreement shall begin at or near the City's existing pump station, Newry Pump Station #2, located in Newry, South Carolina and shall run from such existing pumping station generally along the route identified in Attachment A attached hereto, and shall end at a point on the terminal side of a new pump station to be constructed as part of the Project and to be located near the intersection of SC Highway 183 and Keowee River Road across from Duke's Oconee Nuclear Station (ONS), with the exact point of connection between the Project and Duke's sewer line from the ONS to be agreed upon at the conclusion of the design engineering services (hereinafter referred to as the "New Sewer System"). The New Sewer System shall include, but shall not be limited to, all facilities and appurtenances associated with pumping sanitary sewerage from ONS along Highway 130 to the City's sewage system, as described in more detail in the table below, and

shall include all upgrades to the City's sewer system and the OCSC's sewer system that are necessary to receive the sanitary sewerage flow from the ONS. The New Sewer System shall not include any pipes or systems of other third parties (not a Party to this Agreement) that may desire to connect to the New Sewer System or any upgrades to the pipes or existing systems of the City that are not necessary to receive the sanitary sewerage flow from the ONS. Any deviation from the above description will be agreed upon by all parties.

**TABLE OF PARTS AND COMPONENTS FOR THE NEW SEWER SYSTEM  
(WITH ESTIMATED COSTS)**

Description	Unit	Quantity	Unit Price	Total Price
New Hwy 183 Pump Station	EA	1	\$200,000	\$200,000
Emergency Generator	EA	1	\$50,000	\$50,000
Telemetry	EA	1	\$15,000	\$15,000
6" DIP FM from Hwy 183 to Hwy 130 Pump Sta.	LF	9400	\$22.00	\$206,800
Air Release / Vacuum breakers	EA	10	\$2,500	\$25,000
New Hwy 130 Pump Station	EA	1	\$300,000	\$300,000
Emergency Generator	EA	1	\$50,000	\$50,000
Telemetry	EA	1	\$15,000	\$15,000
6" FM to Old Clemson Highway	LF	17000	\$22.00	\$374,000
River Crossing at Newry	EA	200	\$1.50	\$30,000
Emergency Generators for Newry Pump Stations	EA	2	\$50,000	\$100,000
Upgrades to Newry Pump Station #1	EA	1	\$150,000	\$150,000
Upgrades to Newry Pump Station #2	EA	1	\$225,000	\$225,000
Upgrade Seneca Pump Station #2	EA	1	\$75,000	\$75,000
10" FM to Pump Station #5	LF	2000	\$45.00	\$90,000
Railroad Crossing	LF	250	\$150	\$37,500
12" PVC Perkins Creek Gravity Line	LF	20000	\$53.00	\$1,060,000
Manholes	EA	67	\$2,000	\$134,000
Subtotal				\$3,137,300
Contractor O&P		10%		\$314,000
Subtotal				\$3,451,300
Engineering		7.3%		\$252,000
Construction Management		5.0%		\$173,000
Subtotal				\$3,876,000
Contingency		14.11%		\$547,000
Total				\$4,423,000

The New Sewer System shall specifically include the pump stations and other appurtenances that the Parties deem necessary to convey the sanitary sewerage flow through a six-inch (6") ductile iron pipe (DIP) force main (FM) from ONS to the Newry Pump Station #2 in Newry, SC, and also shall specifically include the following upgrades to the City and Oconee County Sewer Commission systems: (i) upgrades to Newry Pump Station #1, such as pumps, motors, controls and items related to increasing the capacity of the pump station; (ii) upgrades to Newry Pump Station #2, such as pumps, motors, controls and items related to increasing the capacity of the pump station; (iii) an upgrade of a portion of the Seneca Pump Station #2 force main to ten-inch (10") ductile iron pipe from Seneca Pump Station #2 to the existing 10" force main near Pine Street on Highway 123; and (iii) the installation of approximately 20,000 linear feet of a new twelve-inch (12") PVC gravity line paralleling the existing Perkins Creek gravity sewer line.

### **ARTICLE III (PROJECT COSTS)**

Section E The City currently estimates that the total cost to complete the Project will be Four Million Four Hundred Twenty-three Thousand and 00/100 (\$4,423,000) Dollars. Duke will pay to the City the cost to complete the Project, and the County agrees to reimburse Duke a portion of such Project costs over a period of time as set forth in more detail in Section V below. Within forty-five (45) days of execution by all parties to this Agreement, Duke shall deposit with the City the amount of four hundred forty two thousand and three hundred dollars (\$442,300), which amount represents ten percent (10%) of the total estimated cost for the Project. The City shall use this deposit in order to complete the design and engineering, permitting, legal work, contract administration, obtaining Right of Ways and easements, and preparing the Project to receive public bids. In the event that the costs to complete these pre-construction activities will

exceed the original deposit by Duke, the City shall present documented change orders to Duke prior to exceeding such deposit amount showing the reason for the excess costs, and Duke will have the opportunity to review and approve such change order(s) and to deposit additional funds prior to the City performing the additional work. If Duke does not elect to accept such change orders and to deposit the additional funds, the parties may terminate this Agreement and discontinue the Project. In such case, Duke will forfeit its deposit amount.

Section II. After the City receives the competitive construction bids to construct the New Sewer System in accordance with the bidding process set forth in Article IV below and such bids have been reviewed jointly by the parties as set forth in more detail in Article IV below, the parties shall meet and reach a consensus on whether or not to continue with the Project. If the Parties elect to continue with the Project, the City shall tentatively award a fixed price bid contract to perform the construction work for the Project. Within 15 days of such contract bid award, the winning contractor shall be required to provide to the City a schedule of anticipated expenditures for the construction of the New Sewer System.

Section III. Once the parties have reviewed and approved in writing the contractor's proposed expenditure schedule, the Parties shall issue a notice to proceed and establish an escrow account and the City and Duke shall agree upon a deposit schedule for Duke to contribute funds into such escrow account in order for Duke to fund the Project. Such deposit schedule shall be mutually determined by Duke and the City in accordance with the anticipated expenditure schedule of the construction contractor.

Section IV. When the New Sewer System has been completed and commissioned, the final costs for the Project, including all cost adjustments covered by approved change orders, shall be computed by the City. The City shall provide such accounting to Duke, and the funding



by Duke for the Project shall be adjusted to reflect the final Project costs, either by way of a refund from the City to Duke for the unused portion of the Duke funding or by an additional payment to the City by Duke for the costs which exceed the deposited amount. If Duke is required to make an additional payment above the estimated costs, Duke agrees to make such additional payment within forty-five (45) days after the final accounting.

Section V. Beginning July 1, 2008 and continuing on the anniversary date of each year for a period of ten (10) years from such date, the County shall reimburse to Duke \$100,000 each year (or One Million Dollars (\$1,000,000) in total over a maximum period of ten (10) years) for the upsizing of this sewer line, exclusive of Duke's needs, in order to promote needed job and economic growth in Oconee County. The County anticipates but is not guaranteed that these funds will be collected by the City from a special capital recovery surcharge to its users adopted by the City, and remitted to the County annually in an amount equal to funds collected, until the \$1 Million County obligation is satisfied. This mechanism is provided and set forth in more detail in accordance with the Intergovernmental Agreement between the County and City dated March \_\_\_\_\_, 2006. The county's obligation to reimburse Duke is contingent upon completion of project.

#### **ARTICLE IV (THE BID PROCESS)**

Section I: The City or its Engineering Consultant shall solicit bids for the Project. The City shall allow Duke to review and provide input on the bids, provided that, the City shall retain all rights as specified by law to accept or reject any bid(s) and to consider any or none of the bid(s) for the contract award. The City shall have the right in its sole discretion to reject all bids and to solicit additional bids for consideration and contract award.

Section II: The City shall inform Duke and the County of the bid which the City has chosen to accept and award. If Duke agrees with the selection and elects to proceed with the Project, Duke shall deposit the Project funding amount for the first payment in accordance with the schedule as outlined in Article III above. Upon confirmation that Duke has deposited the initial funding, the Parties shall sign a notice to proceed and award the construction contract to the chosen bidder.

Section III: If the selected bidder refuses to execute a contract with the City to perform the work on the Project, or if the successful bidder is allowed to withdraw its bid, the City may proceed to consider any other bid(s) and to award the construction contract as permitted by applicable law, provided that the City shall inform Duke of the name and bid amount of the alternative bidder, and Duke may elect to discontinue the project at such time and terminate this Agreement. In such case, Duke will forfeit its deposit amount.

Section IV: In the event that the fixed price amount to be paid under the construction contract would cause the overall Project costs to exceed the estimated total Project cost of four million four hundred and twenty three thousand dollars (\$4,423,000), Duke may elect to discontinue the Project, and any unused portion of the funds deposited by Duke shall be returned. If the amount exceeds the estimated construction costs and Duke nonetheless elects to continue with the Project, Duke shall be responsible to pay the new total estimated cost for such New Sewer System, and the City and Duke shall mutually agree upon a new payment schedule to account for the increased costs.

Section V: In the event that Duke elects to proceed with the Project and thereafter fails to make the required deposits as described in the schedule that is to be agreed upon by the parties as provided in Article III above, Duke shall forfeit any deposits or other funds advanced

by Duke to the City and shall be liable to the City for actual costs incurred as well as all related charges incurred by the City to terminate and cancel the Project. In order to protect Duke and the City, the City agrees to provide language in its contract with the contractor that would provide for the cancellation of the project.

Section VI. In the event that the City fails to execute the construction contract after the deposit of funds by Duke, the City shall return all of the deposit money to Duke, less expenses incurred prior to the time of the award of the bid.

#### ARTICLE V (ADDITIONAL CITY SCOPE)

Section I. At the same time that the City solicits bids for the Project, the City may elect to solicit bids for certain modifications or additions to the New Sewer System that will not be considered part of the Project to be funded by Duke. For example, the City may desire to seek bids for enhancements to the New Sewer System, such as larger pump stations, larger force mains, additional or larger gravity sewers, or similar improvements that may enhance the capacity of the New Sewer System or make it possible for additional customers to tie into the New Sewer System. For any such additional work, the City and/or the County shall be solely responsible for all costs, including any design and administration costs, for such modifications or additions to the New Sewer System. The City or the Consulting Engineer shall identify to Duke those bid items which the City considers to be enhancements that are outside the scope of the Project. The City shall obtain from the bidders a break-out of any increases in cost to the New Sewer System caused by the enhancements.

## ARTICLE VI (OWNERSHIP AND OPERATION)

Section I. The City shall own the New Sewer System as installed under this Agreement and shall collect any and all usage fees and charges for services to be rendered by the City to Duke related to the New Sewer System and shall be responsible for any additional connections by third parties to the New Sewer System. The City shall be responsible for the operation and maintenance of the New Sewer System installed under this Agreement. Duke shall pay to the City a monthly fee for operation and maintenance of the system as defined in the City's published sewer rate schedule(s). Future sewer rates and fees shall be in accordance with the City's published rate schedule, and any increases in the rates and fees shall be calculated using formulas similar to other classes of industrial sewer customers connecting to the City's sewer system.

Section II. Duke shall be responsible for normal user and impact fees associated with the sanitary system in Oconee County. These shall include the normal City user fee of \$94,500 and the Oconee County Sewer Commission impact fee of \$94,500, as well as the standard sewer connection fee. Duke shall not be responsible for a project reimbursement impact fee. Duke shall be allocated capacity in the system of a maximum sanitary sewerage flow of sixty-three thousand (63,000) gallons per day.

## ARTICLE VII (INDEMNIFICATION)

Section I. The parties shall indemnify, defend and hold each other harmless from and against any and all costs, expenses, claims, damages and liabilities for personal injury and death or property damage to the extent such injury, death or damage shall result from, arise out of, or

IN WITNESS WHEREOF, Duke has caused this instrument to be signed in its name  
the day and year first above written.

DUKE POWER, a Division of DUKE ENERGY CORPORATION

Bruce H. Hamilton

Name: Bruce H. Hamilton

Title: Vice President, Oconee Nuclear Station

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

I, Sheila A Smith, the undersigned, a Notary Public of  
Oconee County and State aforesaid, verify that Bruce H. Hamilton  
personally appeared before me this day and acknowledged that he is Vice President, Oconee  
Nuclear Station, of Duke Energy Corporation, a North Carolina corporation, and that he, as Vice  
President, Oconee Nuclear Station, being authorized to do so, executed the foregoing instrument  
on behalf of the corporation.

Witness my hand and official stamp and seal, this 24 day of March,  
2006.

By:

Sheila A Smith  
Notary Public

My Commission Expires: 6/12/2013

IN WITNESS WHEREOF, Duke has caused this instrument to be signed in its name the day and year first above written.

DUKE POWER, a Division of DUKE ENERGY CORPORATION

H. B. Barron, Jr.

Name: H. B. Barron, Jr.

Title: Group VP Nuclear Generation and Chief Nuclear Officer

Approved  
As to Form  
S.W.C.  
S. W. Coleman

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, PHOEBE P. ELLIOTT, the undersigned, a Notary Public of MECKLENBURG County and State aforesaid, certify that H. B. Barron, Jr., personally appeared before me this day and acknowledged that he is Group VP Nuclear Generation and Chief Nuclear Officer, of Duke Energy Corporation, a North Carolina corporation, and that he, as Group VP Nuclear Generation and Chief Nuclear Officer, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official stamp and seal, this 3<sup>rd</sup> day of APRIL, 2006.

By:

Phoebe P. Elliott

Notary Public

My Commission Expires: June 26, 2006

IN WITNESS WHEREOF, Oconee County has caused this instrument to be signed in its name the day and year first above written.

**OCONEE COUNTY**

\_\_\_\_\_  
Name: H. Frank Ables, Jr.

Title: Chairman, Oconee County Council

**STATE OF SOUTH CAROLINA**

**COUNTY OF OCONEE**

I, \_\_\_\_\_, the undersigned, a Notary Public of \_\_\_\_\_ County and State aforesaid, certify that H. Frank Ables, Jr., personally appeared before me this day and acknowledged that he is Chairman, Oconee County Council, and that he, as Chairman, Oconee County Council, being authorized to do so, executed the foregoing instrument on behalf of this governing body.

Witness my hand and official stamp and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

By:

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the City of Seneca has caused this instrument to be signed in its name the day and year first above written.

**CITY OF SENECA**

\_\_\_\_\_  
Name: Dan Alexander  
Title: Mayor

**STATE OF SOUTH CAROLINA**

**COUNTY OF OCONEE**

I, \_\_\_\_\_, the undersigned, a Notary Public of \_\_\_\_\_ County and State aforesaid, certify that Dan Alexander, personally appeared before me this day and acknowledged that he is Mayor of the City of Seneca, and that he, as Mayor of the City of Seneca, being authorized to do so, executed the foregoing instrument on behalf of this entity.

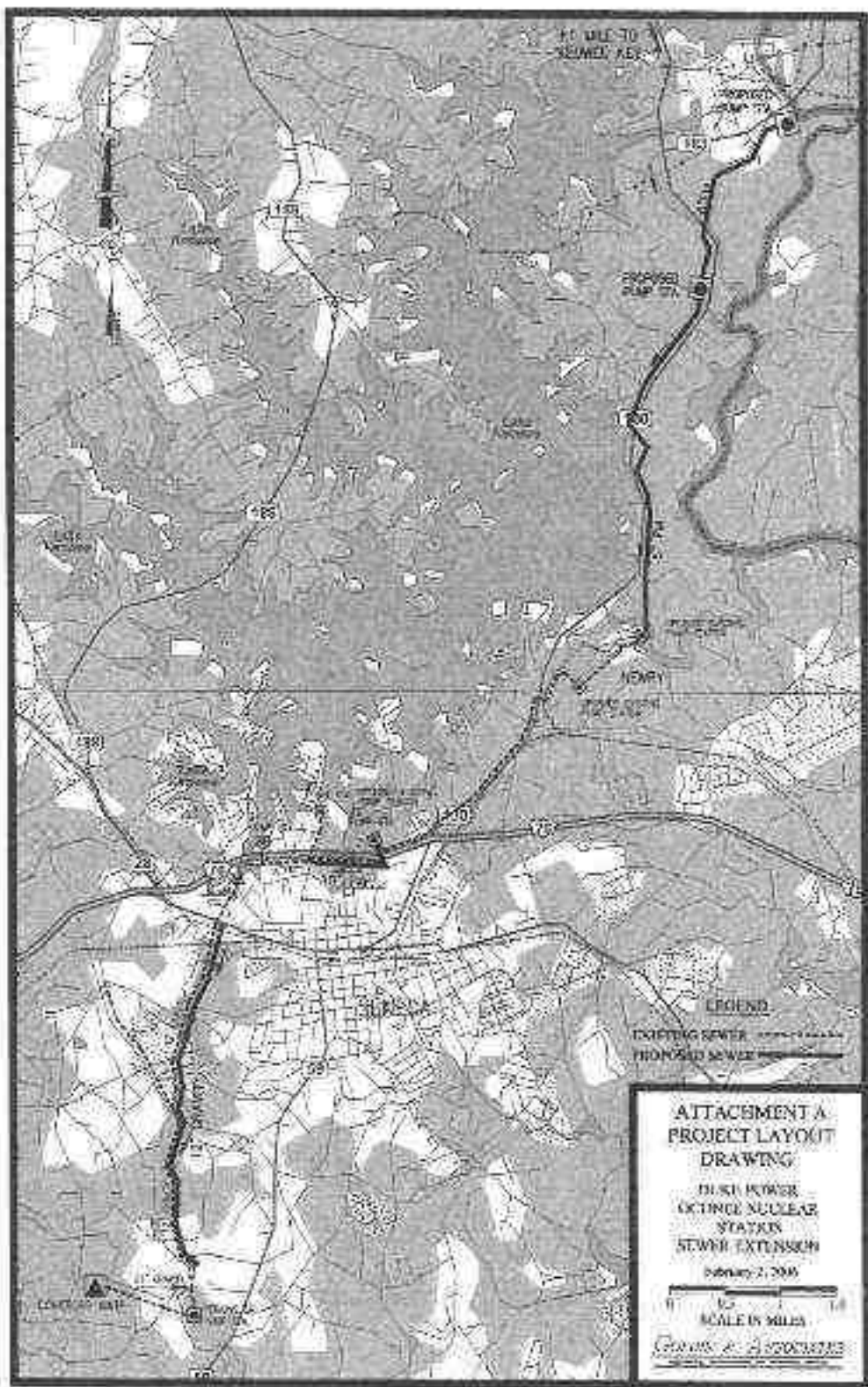
Witness my hand and official stamp and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

By:

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_





AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: 4/18/06

COUNCIL MEETING TIME: 6 PM

ITEM TITLE OR DESCRIPTION:

Discussion & Consideration of Approval of Dual party Interlocal Agreement between Oconee County and the City of Seneca.

BACKGROUND OR HISTORY:

The agreement between Oconee County and the City of Seneca sets forth a reimbursement mechanism for Seneca to levy an impact fee in the amount of \$1,500 per thousand gallons while Duke Power will pay an impact fee of \$1,000 per thousand gallons until Oconee County recoups the investment in extra capacity sewer line project from the Duke Oconee nuclear facility into the county.

SPECIAL CONSIDERATIONS OR CONCERNS:

Execution of this agreement will allow Duke Power to abandon its old sewer package plant and for the County to receive the waste and to gain new sewer capacity for future growth that will largely (three-quarters) be paid for by Duke Power. This Dual party agreement with Seneca will allow the County to be reimbursed by Seneca's impact fees, which in turn, will allow the County to refund the no interest "loan" or investment provided up-front by Duke Power.

STAFF RECOMMENDATION:

Staff recommends adoption of the Dual party Interlocal Agreement between Oconee County & the City of Seneca.

FINANCIAL IMPACT:

An additional impact fee of \$1,500 per unit will be levied by Seneca which shall be remitted to Oconee County. These fees shall continue to be paid to Oconee County by Seneca until the County recoups the \$1,000,000 up-front investment that Duke Power paid to make this extended sewer capacity project possible, which will be paid back to Duke Power over ten (10) years with no interest payment.


ATTACHMENTS:

Dual party Interlocal Oconee County/City of Seneca Agreement

Submitted or Prepared by:

Opal O. Green  
(Department Head/Elected Official)

Approved By:

  
Ron H. Rahun,  
Oconee County Administrator

Reviewed By/ Initials:

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

\_\_\_\_\_ Finance

\_\_\_\_\_ Other

C: Clerk to Council

Revised 3/21/06  
(Office of Brad Norton)

STATE OF SOUTH CAROLINA }  
COUNTY OF OCONEE } INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement made and entered into this \_\_\_\_\_ day of March, 2006, by and between Oconee County, hereinafter called "the County", and the City of Seneca, hereinafter called "the City", and it is hereby contracted and agreed by and between the parties hereto as follows:

The governing bodies of the County and the City have found this Agreement to be in the best interest of the public and each has approved this Agreement and authorized its execution by the undersigned officers.

NOW THEREFORE, for and in consideration of the terms and conditions herein, the parties hereby agree as follows:

**Section I:** The City is a municipal corporation duly chartered by the State of South Carolina and pursuant to applicable constitutional statutory provisions relative thereto. The City has heretofore established and now operates a municipal water and sewer system, which generally serves the entire area of the City and populated areas immediately adjacent to its corporate limits.

**Section II:** The County is a body corporate and politic which is governed by a County Council, and which is fully empowered to enter into this Intergovernmental Agreement.

**Section III:** The City and County entered into an Intergovernmental Agreement on February 28, 2005 which is commonly referred to as the "SWAG" Agreement.

**Section IV:** The City and the County have been in negotiations with Duke Power Company, a corporation authorized to do business in the State of South Carolina and who operates a nuclear power plant in Oconee County. Duke Power has contacted the County and the City about constructing a sewer line to handle Duke Power's non-nuclear wastewater hereinafter referred to as "the Project." The City, County and Duke Power Company have negotiated a Sewer System Agreement which the parties anticipate will be executed by the three parties thereto.

**Section V:** The estimated cost of the Project is Four Million Four Hundred Twenty-three Thousand (\$4,423,000). Pursuant to the Sewer System Agreement referred to above, Duke Power Company shall pay the cost for the sewer system.

**Section VI:** Pursuant to Article III, Section V of the above referenced Sewer System Agreement, the County has agreed to reimburse Duke Power Company the sum of one million (\$1,000,000.00) dollars in ten (10) equal payments of one-hundred thousand (\$100,000.00) dollars each beginning annually on July 1, 2008.

**Section VII:** The County and City agree that Oconee County shall be entitled to reimbursement for its payments to Duke Power Company under the Sewer System Agreement.

The total capacity of the Project system shall be a minimum of 253,000 gallons per day. Duke Power Company shall be allocated 63,000 gallons per day in the new system. For purposes of this Agreement, the Project System is defined as the sewer line from Duke Power Company's Oconee Nuclear Station to the City of Seneca's line at the Ingles grocery store.

In addition to any ordinary tap fees and/or impact fees to be paid by users of the City of Seneca Sewer System, there shall be an additional System Reimbursement Impact Fee charged to new users of the Project system in the minimum amount of One Thousand Five Hundred (\$1,500.00) Dollars per unit. A unit is defined as 400 gallons/day capacity in the system. Duke Power Company shall not be responsible for payment of the System Reimbursement Impact Fee. The City shall remit the System Reimbursement Impact Fee to the County upon receipt to reimburse County for its capital investment in the Project. In addition, users of the Project System (with the exception of Duke Power Company) shall pay a Reimbursement User Fee in the amount of one thousand (\$1,000.00) dollars per thousand gallons. These fees shall be paid until the County recoups its entire investment in the Project.

Signed, sealed and executed for the City of Seneca and Oconee County:

Witness:

CITY OF SENECA

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Fed. ID No. \_\_\_\_\_

Witness:

OCCONEE COUNTY

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Fed. ID No:

**AGENDA ITEM SUMMARY**  
**OCCONEE COUNTY, SC**  
**COUNCIL MEETING DATE: 4/18/06**  
**COUNCIL MEETING TIME: 6:00 pm**

**ITEM TITLE OR DESCRIPTION:**

Public hearing & third and final Reading of Ordinance 2006-07: "AN ORDINANCE IMPOSING A SIX MONTH MORATORIUM ON THE APPROVAL OF SITE PLANS AND BUILDING PERMITS FOR ANY CONSTRUCTION PROJECT WITHIN ONE THOUSAND (1,000') OF LAKES THAT SUPPLY POTABLE WATER IN OCCONEE COUNTY UNLESS SAID PROJECT INCLUDES A TWENTY-FIVE (25') ROCK NATURAL BUFFER AND A SIX MONTH MORATORIUM ON THE APPROVAL OF SITE PLANS AND/OR BUILDING PERMITS FOR ANY SUBDIVISION AS DEFINED IN THIS ORDINANCE THAT WILL RESULT IN THE NEED TO UPGRADE A COUNTY ROAD IN ACCORDANCE WITH THIS ORDINANCE"

**BACKGROUND OR HISTORY:**

Council gave first reading to this ordinance 3/21/06 and second reading on 4/4/06.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The Occanee County Planning Department, County Engineer and County Attorney have made proposed changes to this ordinance that include definitions, road safety and upgrading of roadway(s) a developer if the proposed development creates traffic safety problems or the proposed development requires the upgrading of the roadway(s).

**STAFF RECOMMENDATION:**

- (1) Staff recommends Council conduct the public hearing as required by state statute.
- (2) Staff recommends Council consider adoption of this ordinance on third and final reading.

**FINANCIAL IMPACT:**

N/A

**ATTACHMENTS:**

Proposed Ordinance 2006-07

Submitted or Prepared By:

Opal O. Green

Reviewed by/initials:

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

Approved for Submittal to Council:

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

\_\_\_\_\_  
Finance

STATE OF SOUTH CAROLINA  
OCONEE COUNTY COUNCIL

ORDINANCE NO. 2006-07

**AN ORDINANCE IMPOSING REGULATIONS ON THE APPROVAL OF SUBDIVISIONS, SITE PLANS AND/OR BUILDING PERMITS FOR ANY CONSTRUCTION PROJECT WITHIN ONE THOUSAND FEET (1,000') OF LAKES THAT SUPPLY POTABLE WATER IN OCONEE COUNTY UNLESS SAID PROJECT INCLUDES A TWENTY-FIVE (25') FOOT NATURAL BUFFER AND ON THE APPROVAL OF SUBDIVISIONS, SITE PLANS AND/OR BUILDING PERMITS FOR ANY SUBDIVISION AS DEFINED IN THIS ORDINANCE THAT WILL RESULT IN THE NEED TO UPGRADE A COUNTY ROAD UNLESS SAID ROAD IS UPGRADED IN ACCORDANCE WITH THIS ORDINANCE.**

**BACKGROUND AND FINDINGS**

1) Oconee County's borders encompass significant portions of three large lake reservoirs: Lake Jocassee, Lake Keowee and Lake Hartwell, as well as a number of smaller lakes. These lakes provide water supply, recreation opportunities, and tourism revenues within Oconee County, and are therefore increasingly vital to the economy and quality of life of Oconee County's citizens. Based on current and predicted future growth rates, it is expected that water providers in Oconee County will necessarily expand their use of these lakes to meet the increased need for potable water in Oconee County; at the same time, the shores of the lakes are expected to become home to significant numbers of new residents. Many construction projects providing for this growth will be on sites located along the shores of these lakes, often with steeply sloped terrain offering little natural vegetation to filter storm water runoff thereby increasing the potential for harm to the lakes from storm water run-off, shore erosion, sedimentation, lawn fertilizers and pesticides, and other factors associated with the anticipated construction.

Therefore, the Oconee County Council finds that it is vital to Oconee County's future to protect these water sources by taking preventative action.

2) In the year preceding the passage of this Ordinance, the Oconee County Planning Commission and the Oconee County Council have been drafting proposed amendments to the Subdivision and Land Development Chapter of the Unified Performance Standards Ordinance. Included in the proposed amendments are a number of regulations dealing with County roads, including provisions that classify roads based on average daily traffic counts (ADT's). The purpose of these classifications is to insure that the road infrastructure will be adequate to safely and efficiently accommodate any increases in traffic resulting from development in Oconee County. The adequacy of County roads is especially important for the use of emergency vehicles such as fire trucks and ambulances, and maintaining sufficient capacity to accommodate anticipated traffic in the event of evacuations.

Therefore, the Oconee County Council finds that to protect the health and safety of both current and future citizens, it is necessary to take preventative action.

**NOW THEREFORE, THE OCONEE COUNTY COUNCIL ORDAINS AS FOLLOWS:**

To insure sufficient time to determine how best to protect these vital water resources, while duly taking into account the interests of the various stakeholders, Oconee County's citizens, and the general public;

And to insure sufficient time to promulgate regulations concerning the adequacy and safety of county roads, while duly taking into account the interests of the various stockholders, Oconee County's citizens, and the general public.

**THERE SHALL BE IMPOSED THE FOLLOWING REGULATIONS:**

THAT while the Oconee County Planning Commission and the Oconee County Council study and enact regulations to protect the lakes of Oconee County, there is enacted the following regulation: The approval of subdivisions, site plans and/or building permits for construction projects to be located within one thousand feet (1000') of lakes that provide potable water to citizens in Oconee County shall be contingent upon the establishment of a natural buffer of a width no less than twenty-five (25') feet, with a view lane width of no more than 15% of the total length of the buffer. This regulation shall exempt projects that: are located on parcels lying no closer than twenty five (25') feet from a lake shoreline that provides a potable water source or are located on parcels that are not traversed, either in full or in part, by a perennial stream, designated wetland, or other water course within one thousand (1000') feet of a lake that provides potable water to citizens in Oconee County.

THAT while the Oconee County Planning Commission and the Oconee County Council study and enact regulations on Subdivisions and Land Development, including County roads, there enacted the following regulation:

In order for Oconee County to approve a subdivision site plan, a subdivision plat or a building permit for a subdivision project, the county road or network of county roads that serve said proposed development must be adequate to accommodate any increase in traffic resulting from said proposed development. The County Planner and the County Engineer shall review subdivision site plans, subdivision plats or building permits for a subdivision project and determine whether said development is located on a site served by county roads adequate to accommodate any increase in traffic resulting from said development. If the existing county roads are determined to be adequate, the County may approve the subdivision site plan, the subdivision plat or the building permit. If the existing county road(s) is determined not to be adequate to serve a proposed development, in order for the County to approve the subdivision site plan, the subdivision plat or the building permit, the developer/subdivider shall submit a traffic impact/road capacity study demonstrating the impact of traffic upon any County road servicing the subdivision, either directly or indirectly. The traffic impact/road capacity study shall be reviewed by the Oconee County Planning Director and the County Engineer. In the event that the County Planning Director and the County Engineer determine that the subdivision will increase the average daily traffic (ADT) on a County road to the extent that said road will need to be upgraded to safely accommodate the increase in traffic, improvements to the road must be made in accordance with Road Classification set forth below in the Definitions section of this Ordinance. The developer/sub-divider shall be responsible for all costs (including right of way acquisition) necessary to upgrade the road.

**DEFINITIONS:**

When used in the Ordinance, the following words and terms shall have the meaning indicated. Words and terms not herein defined shall have their customary dictionary definitions. The term "shall" is mandatory. When not inconsistent with the content, words



used in the singular number include the plural and those used in the plural number include the singular.

*S. 1000* (1) Apartment Complex - A building or portion thereof, other than a hotel, divided into more than two dwelling units which are arranged in such a manner as to be used for lodging by separate households.

(2) Average Daily Traffic - The number of vehicles that will be utilizing a road, intersection or other reference point in a twenty four (24) hour period.

(3) Building Permit - A document or certificate issued by Oconee County authorizing construction, enlargement, alteration, moving of, or demolition of a building or structure, or the placement of a mobile home (manufactured housing).

(4) Condominium Complex - A building or group of buildings containing more than two dwelling units in which dwelling units are individually owned and where the structure, common areas and other facilities are owned by the developer and/or the owners of the individual units on a proportional or individual basis.

(5) Dwelling - A building or portion of a building arranged and/or designed to provide living quarters for one or more families where each dwelling is provided with separate kitchen and bathroom facilities.

A. Single Family Dwelling- A detached dwelling designed for or occupied exclusively by one family on a single lot.

B. Duplex- A building arranged or designed to be occupied by two (2) families living independently of each other on a single lot.

C. Group Dwelling- A group of two or more principal structures built on a single lot, parcel or tract of land and designed for occupancy by separate families.

D. Multi-Family Dwelling- A building or series of buildings on the same lot used or designed as a dwelling place for two (2) or more families living independently of each other.

(6) Dwelling Unit - One or more rooms connected together and constituting a separate, independent housekeeping establishment, with provisions for cooking, eating and sleeping, and physically set apart from any other rooms or dwelling units in the same structure.

(7) Natural Buffer - Plants, trees, and vegetation that are indigenous to Oconee County.

(8) Oconee County Road - Any paved road, gravel road, dirt road or bridge that is owned and/or regularly maintained by Oconee County and considered part of the County road system.

(9) Perennial Stream- Any creek, river, or other water course that has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year, and groundwater is the primary source of water for stream flow. Run-off from rainfall is a supplemental source of water for stream flow.

(10) Potable Water - Water used or treated by a water company or utility to be sold for human consumption.

(11) Planning Commission - The Oconee County Planning Commission and planning staff specifically authorized to carry out certain functions on its behalf.

(12) Plat - A map or drawing which is an accurate graphical representation of a subdivider's plan for a subdivision.

A. Sketch plan - A simple sketch of a proposed subdivision layout showing roads and other principal features. The sketch plan is preparatory to the preliminary and final plats and may enable the subdivider to save time and expense in reaching general agreement as to the form of the plat and the objectives of these regulations.

B. Preliminary plat - A drawing which shows the proposed layout of a subdivision in sufficient detail to indicate its working ability in all aspects.

C. Final plat - The map of the subdivision to be recorded after approval by the Planning Director and any accompanying material as described in these regulations.

(13) Road, County - Roads, avenues, boulevards, roads, highways, freeways, lanes, courts, thoroughfares, collectors, minor roads, cul-de-sacs and other ways including the entire right-of-way considered public and both dedicated to and accepted by Oconee County. The following classifications shall be used in reference to roads regulated by the standards put forth in this ordinance:

A. Arterial Road - A major road that serves as an avenue for circulation into, out of, or around the County. Typical number of average daily traffic (ADT) exceeds 5000.

B. Collector Road - A road that has the primary purpose of intersecting traffic from intersecting local roads and handling movements to the nearest arterial road. A secondary function is to provide direct access to abutting properties. Typical number of average daily traffic (ADT) exceeds 800.

C. Local Road (major) - A road that has two or more access points. The primary purpose is to provide access to abutting properties. Typical number of average daily traffic (ADT) ranges from 401 to 800.

D. Local Road (minor) - A road that has the primary purpose of providing access to abutting properties. Typical number of average daily traffic (ADT) ranges from 0 to 400.

(14) Road Classification- Upgrades of County roads, including paving specifications, shall be in accordance with the standards set forth in Oconee County Ordinance 82-14 and the County's Performance Standards Subdivision Regulations. Minimum right-of-way and pavement widths shall be as follows:

Road Type	Right-of-Way	Pavement
Arterial	66 feet	28 feet
Collector	50 feet	24 feet

Local (Major)	50 feet	22 feet
Local (Minor)	50 feet	22 feet

(15) Road Right-of-Way Width - The distance between property lines measured at right angles to the centerline of the street on a platted right-of-way, or the distance on each side of the center line of the road as set forth in a deeded right-of-way.

(16) Site Plan - The development plan for one or more lots on which is shown the existing and proposed conditions of the lot, including topography, vegetation, drainage, flood plains, wetlands, and waterways; landscaping and open spaces; walkways; means of ingress and egress; circulation; utility services; structures and buildings; signs and lighting; berms, buffers, and screening devices; surrounding development; and other information that reasonably may be required in order that an informed decision can be made by Oconee County.

(17) Subdivider - Any person, firm, corporation owner, agent, developer, or other legal entity who directly or indirectly attempts to subdivide land within the jurisdiction of this ordinance. See also "Developer".

(18) Subdivision - All divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, lease, or building development, and includes all division of land involving a new street or change in existing streets, and includes re-subdivision which would involve the further division or relocation of lot lines of any lot or lots within a subdivision previously made and approved or recorded according to law; or, the alteration of any streets or the establishment of any new streets within any subdivision previously made and approved or recorded according to law, and includes combinations of lots of record. A subdivision shall include townhouses, condominiums, apartments and multi-family housing.

The following exceptions are included within this definition only for the purpose of requiring that the local planning agency be informed and have a record of the subdivisions:

(a) the combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standards of the County;

(b) the division of land into parcels of five acres or more where no new street is involved and plats of these exceptions must be received as information by the County Planning Commission which shall indicate that fact on the plats; and

(c) the combination or recombination of entire lots of record where no new street or change in existing streets is involved.

(19) Townhouse - A building or group of buildings containing a dwelling unit or units constructed in a series or group of attached units with property lines separating such units.

(20) View Lane - The portion of a natural buffer utilized and maintained by the property owner to enhance observation of the lake and surrounding landscapes. Typically, the vegetation in the view lane is lower in height and/or smaller in diameter than that found in the rest of the buffer.

This Ordinance shall remain in effect for six (6) months from the date of approval on third and final reading. If any portion of this Ordinance is determined by a Court of competent jurisdiction to be unconstitutional or unlawful, all remaining provisions of this Ordinance shall remain in full force and effect.

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** April 18, 2006  
**COUNCIL MEETING TIME:** 7 PM

**ITEM TITLE OR DESCRIPTION:**

THIRD AND FINAL READING OF ORDINANCE 2006-01 AUTHORIZING THE COUNTY TAX COMMITTEE WHICH IS COMPOSED OF THE COUNTY AUDITOR, TREASURER, AND ASSESSOR TO REVIEW AND TAKE APPROPRIATE ACTION ON AGRICULTURAL AND RESIDENTIAL 4% APPLICATIONS FILED AFTER THE STATUTORY DEADLINE.

**BACKGROUND OR HISTORY:**

Section 12-43-220 of the South Carolina Code of Laws provides a substantial property tax discount to taxpayers who both own and occupy a home and to land owners whose property is used for agricultural purposes. In order for a taxpayer to receive these discounts for the first time they must first make application for the Agricultural and Residential 4% Classification with the County Assessor and be approved based on the laws governing these classifications.

One of those laws requires that the application must be filed prior to the first penalty date for the tax year, which is normally January 15<sup>th</sup> except where that date falls on the weekend or holiday. In those situations the deadline is extended to the end of the next business day. Failure to apply by that date constitutes a waiver of the special assessment for that tax year. However, the law also says "the governing body may extend the time for filing upon showing satisfactory to it that the person had reasonable cause for not filing on or before the first penalty date". In the past (2004 & before), a previous Administrator accepted applications after the statutory deadline and not all taxpayers were aware that we are now enforcing the statute properly.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The Assessor normally receives between 30 and 50 late applications annually. Adding these to Council's normally full Agenda would be difficult. Therefore, it is recommended that this authority be delegated to the Tax Committee since they are already empowered to rule on other property tax matters such as refund requests, and already meet regularly.

The judgment to be made by Council, or their designee, in their review of late 4% Residential and Agricultural Applications is limited to determining whether or not the reason given by the taxpayer for not filing in a timely manner is sufficient to justify the extension of the deadline. Upon extension of the deadline the Assessor would still be required to ensure all other requirements are met before granting the 4% Residential or Agricultural Classification.

**STAFF RECOMMENDATION:**

Approval for third and final reading of this proposed ordinance.

**FINANCIAL IMPACT:**

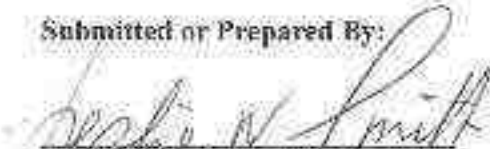
Regardless of who reviews late 4% Residential and Agricultural Applications it is unlikely that there will be any noticeable impact regarding revenue. The reason is that most late applications are for the 4% residential classification and there is a provision in Section 12-43-220 which would permit a taxpayer to pay the current year taxes at the higher rate and then request a refund in accordance with provisions contained in Section 12-60-2560 of the South Carolina Code of laws.

Regarding administrative cost, none would be added by the delegation of this authority to the Tax Committee since all members are full time county officials.

**ATTACHMENTS:**

- Proposed Ordinance
- Section 12-43-220 of the South Carolina Code of Laws (with pertinent sections highlighted)
- Section 12-60-2560 of the South Carolina Code of Laws

**Submitted or Prepared By:**

  
 Leslie N. Smith, County Assessor

**Approved for Submittal to Council:**

  
 Ron H. Rabun, County Administrator

**Reviewed By/ Initials:**

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

 \_\_\_\_\_ Finance

\_\_\_\_\_ Other

C: Clerk to Council

**STATE OF SOUTH CAROLINA**

**COUNTY OF OCONEE**

**ORDINANCE 2006-01**

**AN ORDINANCE AUTHORIZING THE COUNTY TAX COMMITTEE WHICH IS COMPOSED OF THE COUNTY AUDITOR, TREASURER AND ASSESSOR TO REVIEW AND TAKE APPROPRIATE ACTION ON AGRICULTURAL AND RESIDENTIAL 4% APPLICATIONS FILED AFTER THE STATUTORY DEADLINE.**

**WHEREAS**, Section 12-43-220 of the Code of laws of South Carolina (1976), as amended, sets forth the classifications and assessments for classes of property within the state subject to ad valorem taxation to be collected by local governments; and

**WHEREAS**, the laws of the State of South Carolina provide a substantial property tax discount to taxpayers who both own and occupy a home or use their land for agricultural purposes; and

**WHEREAS**, in order for a taxpayer to qualify for the discount the property must first be classified as either Residential 4% or Agricultural by the County Assessor; and

**WHEREAS**, the law requires that a South Carolina Department of Revenue approved application be filed with the County Assessor on or before the first penalty date for taxes due for the first tax year in which the special assessment is claimed; and

**WHEREAS**, the law permits the County Assessor to consider applications submitted after the statutory deadline only upon a ruling by the governing body that the taxpayer's reason for not filing the application in a timely manner was sufficient to warrant special consideration; and

**WHEREAS**, it is anticipated that in the current and future years the large number of late applications submitted for review may result in a delay in rendering decisions; and

**WHEREAS**, it is the desire of Council to establish a more efficient procedure for the review of these applications, thereby avoiding an inconvenience to taxpayers; and

**WHEREAS**, the County Tax Committee is comprised of full time county officials who meet regularly for the purpose of deciding other tax related issues which they are empowered by state law to rule on; and

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

Effective immediately upon passage of this Ordinance the County Tax Committee is authorized on behalf of the governing body of Oconee County to review all late 4% Residential and Agricultural Applications. The purpose of the review being solely to determine whether or not the reasons presented for failure to make application in a timely manner were sufficient to warrant an extension of the deadline as provided for in Section 12-43-220 of the South Carolina Code of Laws.

**SECTION 12-43-220.** Classifications shall be equal and uniform; particular classifications and assessment ratios; procedures for claiming certain classifications; roll-back taxes.

Except as otherwise provided, the ratio of assessment to value of property in each class shall be equal and uniform throughout the State. All property presently subject to ad valorem taxation shall be classified and assessed as follows:

(a) All real and personal property owned by or leased to manufacturers and utilities and used by the manufacturer or utility in the conduct of the business must be taxed on an assessment equal to ten and one-half percent of the fair market value of the property.

Real property owned by or leased to a manufacturer and used primarily for research and development is not considered used by a manufacturer in the conduct of the business of the manufacturer for purposes of classification of property under item (a) of this section. The term "research and development" means basic and applied research in the sciences and engineering and the design and development of prototypes and processes.

Real property owned by or leased to a manufacturer and used primarily as an office building is not considered used by a manufacturer in the conduct of the business of the manufacturer for purposes of classification of property under item (a) of this section if the office building is not located on the premises of or contiguous to the plant site of the manufacturer.

Real property owned by or leased to a manufacturer and used primarily for warehousing and wholesale distribution of clothing and wearing apparel is not considered used by a manufacturer in the conduct of the business of the manufacturer for purposes of classification of property under item (a) of this section if the property is not located on the premises of or contiguous to the manufacturing site of the manufacturer.

(b) All inventories of business establishments shall be taxed on an assessment equal to six percent of the fair market value of such property and all power driven farm machinery and equipment except motor vehicles registered with the Department of Motor Vehicles owned by farmers and used on agricultural lands as defined in this article shall be taxed on an assessment equal to five percent of the fair market value of such property; provided, that all other farm machinery and equipment and all livestock and poultry shall be exempt from ad valorem taxes.

**(c)(1) The legal residence and not more than five acres contiguous thereto, when owned totally or in part in fee or by life estate and occupied by the owner of the interest, and additional dwellings located on the same property and occupied by immediate family members of the owner of the interest, are taxed on an assessment equal to four percent of the fair market value of the property.** If residential real property is held in trust and the income beneficiary of the trust occupies the property as a residence, then the assessment ratio allowed by this item applies if the trustee certifies to the assessor that the property is occupied as a residence by the income beneficiary of the trust. When the legal residence is located on leased or rented property and the residence is owned and occupied by the owner of a residence on leased property, even though at the end of the lease period the lessor becomes the owner of the residence, the assessment for the residence is at the same ratio as provided in this item. If the lessee of property upon which he has located his legal residence is liable for taxes on the leased property, then the property upon which he is liable for taxes, not to exceed five acres contiguous to his legal residence, must be assessed at the same ratio provided in this item. If this property has located on it any rented mobile homes or residences which are rented or any business for profit, this four percent value does not apply to those businesses or rental properties.



For purposes of the assessment ratio allowed pursuant to this item, a residence does not qualify as a legal residence unless the residence is determined to be the domicile of the owner-applicant.

(2)(i) To qualify for the special property tax assessment ratio allowed by this item, the owner-occupant must have actually owned and occupied the residence as his legal residence and been domiciled at that address for some period during the applicable tax year. A residence which has been qualified as a legal residence for any part of the year is entitled to the four percent assessment ratio provided in this item for the entire year, for the exemption from property taxes levied for school operations pursuant to Section 12-37-251 for the entire year, and for the homestead exemption under Section 12-37-250, if otherwise eligible, for the entire year.

**(ii) This item does not apply unless the owner of the property or the owner's agent applies for the four percent assessment ratio before the first penalty date for the payment of taxes for the tax year for which the owner first claims eligibility for this assessment ratio.** In the application the owner or his agent must certify to the following statement:

"Under penalty of perjury I certify that:

(A) the residence which is the subject of this application is my legal residence and where I am domiciled at the time of this application and that I do not claim to be a legal resident of a jurisdiction other than South Carolina for any purpose; and

(B) that neither I nor any other member of my household is residing in or occupying any other residence which I or any member of my immediate family has qualified for the special assessment ratio allowed by this section."

(iii) For purposes of sub item (ii) (B) of this item, "a member of my household" means:

(A) the owner-occupant's spouse, except when that spouse is legally separated from the owner-occupant; and

(B) any child of the owner-occupant claimed or eligible to be claimed as a dependent on the owner-occupant's federal income tax return.

(iv) In addition to the certification, the burden of proof for eligibility for the four percent assessment ratio is on the owner-occupant and the applicant must provide proof the assessor requires including, but not limited to:

(A) a copy of the owner-occupant's most recently filed South Carolina individual income tax return;

(B) copies of South Carolina motor vehicle registrations for all motor vehicles registered in the name of the owner-occupant;

(C) other proof required by the assessor necessary to determine eligibility for the assessment ratio allowed by this item.

If the assessor determines the owner-occupant ineligible, the six percent property tax assessment ratio applies and the owner-occupant may appeal the classification as provided in Chapter 60 of this title.

(v) A member of the armed forces of the United States on active duty who is a legal resident of and domiciled in another state is nevertheless deemed a legal resident and domiciled in this State for purposes of this item if the member's permanent duty station is in this State. A copy of the member's orders filed with the assessor is considered proof sufficient of the member's permanent duty station.

(vi) No further applications are necessary from the current owner while the property for which the initial application was made continues to meet the eligibility requirements. If a change in ownership or use occurs, the owner who had qualified for the special assessment ratio allowed by this section shall notify the assessor of the change in classification within six months of the change. Another application is required by the new owner to qualify the residence for future years for the four percent assessment ratio allowed by this section.

(vii) If a person signs the certification, obtains the four percent assessment ratio, and is thereafter found not eligible, or thereafter loses eligibility and fails to notify the assessor within six months, a penalty is imposed equal to one hundred percent of the tax paid, plus interest on that amount at the rate of one-half of one percent a month, but in no case less than thirty dollars nor more than the current year's taxes. This penalty and any interest are considered ad valorem taxes due on the property for purposes of collection and enforcement.

**(viii) Failure to file within the prescribed time constitutes abandonment of the owner's right for this classification for the current tax year, but the local taxing authority may extend the time for filing upon a showing satisfactory to it that the person had reasonable cause for not filing before the first penalty date.**

**(3) Notwithstanding any other provision of law, a taxpayer may apply for a refund of property taxes overpaid because the property was eligible for the legal residence assessment ratio. The application must be made in accordance with Section 12-60-2560. The taxpayer must establish that the property in question was in fact his legal residence and where he was domiciled. A county council, by ordinance, may allow refunds for the county government portion of property taxes for such additional past years as it determines advisable.**

(4) A legal residence qualifying for the four percent assessment ratio provided by this item must have an assessed value of not less than one hundred dollars.

(5) To qualify for the four percent assessment ratio, the owner-occupant of a legal residence that is being purchased under a contract for sale or a bond for title must record the contract for sale or the bond for title in the office of the register of mesne conveyances or the clerk of court in those counties where the office of the register of mesne conveyances has been abolished.

For purposes of this subsection, a contract for sale or a bond for title is the sale of real property by a seller, who finances the sale and retains title to the property solely as security for the debt.

(6) Notwithstanding any other provision of law, a purchaser who purchases a residential property intending that the property shall become the purchaser's primary residence, but subject to vacation rentals as provided for in Title 27, Chapter 50, Article 2 for no longer than ninety days, may apply for the four percent assessment ratio when the purchaser actually occupies the property. If the owner actually occupies the residence within ninety days of acquiring ownership, the four percent assessment ratio, if the owner is otherwise qualified, applies retroactively to the date ownership was acquired.

(7) Notwithstanding any other provision of law, the owner-occupant of a legal residence is not disqualified from receiving the four percent assessment ratio allowed by this item if the taxpayer's residence meets the requirements of Internal Revenue Code Section 280A(g) as defined in Section 12-6-40(A) and the taxpayer otherwise is eligible to receive the four percent assessment ratio.

**(d)(1) Agricultural real property which is actually used for such agricultural purposes shall be taxed on an assessment equal to:**

**(A) Four percent of its fair market value for such agricultural purposes for owners or lessees who are individuals or partnerships and certain corporations which do not:**

- (i) Have more than ten shareholders.
- (ii) Have as a shareholder a person (other than an estate) who is not an individual.
- (iii) Have a nonresident alien as a shareholder.
- (iv) Have more than one class of stock.

**(B) Six percent of its fair market value for such agricultural purposes for owners or lessees who are corporations, except for certain corporations specified in (A) above.**

(2)(A) "Fair market value for agricultural purposes", when applicable to land used for the growth of timber, is defined as the productive earning power based on soil capability to be determined by capitalization of typical cash rents of the lands for timber growth or by capitalization of typical net income of similar soil in the region or a reasonable area of the region from the sale of timber, not including the timber growing thereon, and when applicable to land used for the growth of other agricultural products the term is defined as the productive earning power based on soil capability to be determined by capitalization of typical cash rents or by capitalization of typical net annual income of similar soil in the region or a reasonable area of the region, not including the agricultural products thereon. Soil capability when applicable to lands used for the growth of timber products means the capability of the soil to produce such timber products of the region considering any natural deterrents to the potential capability of the soil as of the current assessment date. The term, when applicable to lands used for the growth of other agricultural products, means the capability of the soil to produce typical agricultural products of the region considering any natural deterrents to the potential capability of the soil as of the current assessment date. The term "region" means that geographical part of the State as determined by the department to be reasonably similar for the production of the agricultural products. After average net annual earnings have been established for agricultural lands, they must be capitalized to determine use-value of the property based on a capitalization rate which includes:

1. an interest component;
2. a local property tax differential component;
3. a risk component;
4. an illiquidity component.

Each of these components of the capitalization rate must be based on identifiable factors related to agricultural use of the property. The interest rate component is the average coupon (interest) rate applicable on all bonds which the Federal Land Bank of Columbia, which serves South Carolina farmers, has outstanding on July first of the crop-years being used to estimate net earnings and agricultural use-value. Implementation of the provisions contained in this section is the responsibility of the department.

(B)(i) For tax year 1988 and subsequent tax years, fair market value for agricultural purposes must be determined by adjusting the applicable base year value by an amount equal to the product of multiplying the applicable base year value by a percentage factor obtained through the formula provided in this item. For tax year 1988, the applicable base year is 1981. The fair market value for agricultural purposes determined for the 1991 tax year is effective for all subsequent years.

(ii) The percentage factor provided in this item is derived from the most recent edition of the United States Department of Agriculture publication "AGRICULTURAL LAND VALUES AND MARKETS", specifically, from "Table 1--Farm Real Estate Values: Indexes of the average value per acre of land and buildings . . ." as listed for this State. The formula to determine the applicable percentage factor is the index of the year of change less the index of the base year with the resulting amount being divided by the index of the base year and rounded to the nearest whole number. For purposes of the formula, the base year is the last year in which values were adjusted under this item.

**(3) Agricultural real property does not come within the provisions of this section unless the owners of the real property or their agents make a written application therefore on or before the first penalty date for taxes due for the first tax year in which the special assessment is claimed. The application for the special assessment must be made to the assessor of the county in which the agricultural real property is located, on forms provided by the county and approved by the department and a failure to apply constitutes a waiver of the special assessment for that year. The governing body may extend the time for filing upon a showing satisfactory to it that the person had reasonable cause for not filing on or before the first penalty date. No additional annual filing is required while the use of the property remains bona fide agricultural and the ownership remains the same. The owner shall notify the assessor within six months of a change in use. For failure to notify the assessor of a change in use, in addition to any other penalties provided by law, a penalty of ten percent and interest at the rate of one-half of one percent a month must be paid on the difference between the amount that was paid and the amount that should have been paid, but not less than thirty dollars nor more than the current year's taxes.**

(4) When real property which is in agricultural use and is being valued, assessed, and taxed under the provisions of this article, is applied to a use other than agricultural, it is subject to additional taxes, hereinafter referred to as roll-back taxes, in an amount equal to the difference, if any, between the taxes paid or payable on the basis of the valuation and the assessment authorized hereunder and the taxes that would have been paid or payable had the real property been valued, assessed, and taxed as other real property in the taxing district, in the current tax year (the year of change in use) and each of the five tax years immediately preceding in which the real property was valued, assessed, and taxed as herein provided. If in the tax year in which a change in use of the real property occurs the real property was not valued, assessed, and taxed under this article, then the real property is subject to roll-back taxes for each of the five tax years immediately preceding in which the real property was valued, assessed, and taxed hereunder. In determining the amounts of the roll-back taxes chargeable on real property which has undergone a change in use, the assessor shall for each of the roll-back tax years involved ascertain:

(A) the fair market value without consideration of the standing timber of such real property under the valuation standard applicable to other real property in the same classification;

(B) the amount of the real property assessment for the particular tax year by multiplying such fair market value by the appropriate assessment ratio provided in this article;

(C) the amount of the additional assessment on the real property for the particular tax year by deducting the amount of the actual assessment on the real property for that year from the amount of the real property assessment determined under (B) of this section;

(D) the amount of the rollback for that tax year by multiplying the amount of the additional assessment determined under (C) of this section by the property tax rate of the taxing district applicable for that tax year.

(5) Any other provision of law to the contrary notwithstanding, a dockside facility whose primary use is the landing and processing of seafood is considered agricultural real property.

(6) Any property which becomes exempt from property taxes under Section 12-37-220(A) (1) or any economic development property which becomes exempt under Section 12-37-220(B) is not subject to rollback taxes.

(e) All other real property not herein provided for shall be taxed on an assessment equal to six percent of the fair market value of such property.

(f) Except as specifically provided by law, all other personal property must be taxed on an assessment of ten and one-half percent of fair market value of the property, except that commercial fishing boats, and commercial tugboats and pilot boats must be taxed on an assessment of five percent of fair market value. As used in this item "commercial fishing boats" means boats used exclusively for commercial fishing, shrimping, or crabbing and (1) licensed by the Department of Natural Resources, or (2) on or from which is used commercial fishing equipment licensed by the Department of Natural Resources. As used in this item, "commercial tugboats" shall mean boats used exclusively for harbor and ocean towing, documented with the U.S. Coast Guard, constructed of steel, and being at least seventy-nine feet in length and having a gross tonnage of at least ninety-nine tons. As used in this item, "pilot boats" shall mean boats used exclusively for pilotage and operated exclusively by state pilots who are licensed by the Commissioners of Pilotage pursuant to Chapter 15 of Title 54 and Chapter 136 of the regulations issued pursuant thereto.

(g) All real and personal property owned by or leased to companies primarily engaged in the transportation for hire of persons or property and used by such companies in the conduct of such business and required by law to be assessed by the department shall be taxed on an assessment equal to nine and one-half percent of the fair market value of such property.

The department shall apply an equalization factor to real and personal property owned by or leased to transportation companies for hire as mandated by federal legislation.

Notwithstanding any other provision of this article, on June 3, 1975, if it is found that there is a variation between the ratios being used and those stated in this section, the county may provide for a gradual transition to the ratios as herein provided for over a period not to exceed seven years; provided, however, that all property within a particular classification shall be assessed at the same ratio, provided, further, however, that all property enumerated in subsection (a) shall be assessed at the ratio provided in such subsection and the property enumerated in subsections (b), (c), (d), (e), (f), and (g) shall be increased or decreased to the ratios set forth in this article by a change in the ratio of not less than one-half of one percent per year nor more than one percent per year.

Provided, however, that notwithstanding the provisions of this section, a county may, at its discretion, immediately implement the assessment ratios contained in subsections (b), (c), (d), (e), and (f). Provided, however, that livestock shall not be subject to ad valorem taxation unless such livestock is physically located within the State for a period in excess of nine months. Provided, that this section shall not apply to farm animals and farm equipment in use on a farm in those counties which do not tax such property as of June 3, 1975.

Provided, however, all agricultural or forest land within easements granted to public bodies, agencies, railroads, or utilities for rights of way of thirty feet in width or greater shall be assessed at the same cropland value per acre as soil class 7 in schedule 1 of R 117-126 of the State Department of Revenue. In order to receive such assessment the landowner must apply to the tax assessor of the county where the easement is located, with documentation of the existence, location, and amount of acreage contained in the easement.

**SECTION 12-60-2560. Filing claim for refund; contents.**

(A) Subject to the limitations in Section 12-60-1750, and within the time limitation of Section 12-54-85(F), a property taxpayer may seek a refund of real property taxes assessed by the county assessor and paid, other than taxes paid on property the taxpayer claims is exempt, by filing a claim for refund with the county assessor who made the property tax assessment for the property for which the tax refund is sought.

The assessor, upon receipt of a claim for refund, shall immediately notify the county treasurer and the county auditor for the county from which the refund is sought. The majority of these three officials shall determine the taxpayer's refund, if any, and shall notify the taxpayer in writing of their decision.

(B) Within thirty days after the decision is mailed to the taxpayer on the claim for refund, a property taxpayer may appeal the decision to the county board of assessment appeals. The board may rule on any timely refund appeal relating to the correctness of the property tax assessment. Conferences conducted by the board are pursuant to the same rules and procedures provided in Section 12-60-2530 except that a taxpayer's denied claim for refund is considered the assessor's response to a protest of property tax assessment.

(C) Within thirty days after the board's decision is mailed to the taxpayer, a property taxpayer or county assessor may appeal the decision issued by the board by requesting a contested case hearing before the Administrative Law Judge Division. Requests for a hearing before the Administrative Law Judge Division must be made in accordance with its rules.

If a taxpayer requests a contested case hearing before the Administrative Law Judge Division without exhausting his prehearing remedy because he failed to file a claim for refund or attend the conference with the county board of assessment appeals, the Administrative Law Judge shall dismiss the action without prejudice. If the taxpayer failed to provide the county board with the facts, law, and other authority supporting his position, he shall provide the representative of the county at the hearing with the facts, law, and other authority he failed to present to the county board earlier. The Administrative Law Judge shall then remand the case to the county board for reconsideration in light of the new facts or issues unless the representative of the county at the hearing elects to forego the remand.

Upon remand the county board has thirty days, or a longer period ordered by the Administrative Law Judge, to consider the new facts and issues and amend its decision. The county board shall issue its amended decision in the same manner as the original. The taxpayer has thirty days after the date the county board's decision was mailed or delivered to the taxpayer to again request a contested case hearing. Requests for a hearing before the Administrative Law Judge Division must be made in accordance with its rules.

If the county board fails to issue its amended decision within thirty days of the date of the remand, or a longer period ordered by the Administrative Law Judge, the taxpayer can again request a contested case hearing. At the new hearing the facts, law, and other authority presented at the original hearing must be deemed to have been presented in a timely manner for purposes of exhausting the taxpayer's prehearing remedy. The statute of limitations remains suspended by Section 12-54-85(G) during this process.

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 4/18/06  
COUNCIL MEETING TIME: 6:00 PM

**ITEM TITLE OR DESCRIPTION:**

Second Reading of Ordinance 2006-09, "AN ORDINANCE REGULATING FALSE FIRE ALARMS TO WHICH OCONEE COUNTY RURAL FIRE DEPARTMENTS RESPOND"

**BACKGROUND OR HISTORY:**

The False Fire Alarm Ordinance adopted by Council in 2004 (Ordinance 2004-30) to serve as an incentive for fire alarm users to install and maintain reliable fire alarm systems, and to curtail the dispatching of fire equipment and manpower to respond to a non-existent fire. It is a very good tool, but the fee schedule should be periodically updated to make sure that a fee is of a sufficient size to get a violator's attention. County staff has updated the fee schedule for Council's consideration.

**SPECIAL CONSIDERATION:**

If Council adopts this ordinance these new fees should considerably reduce false alarm calls by serving as an incentive for owners to repair faulty alarm systems.

**STAFF RECOMMENDATIONS FOR COMMITTEE ACTION:**

All Cities have been sent copies of this new ordinance in the hope that they might adopt a similar ordinance.

**Staff recommends Council adopt this ordinance on second reading.**

**FINANCIAL IMPACT:**

Current Fee Schedule:

- ❖ 1<sup>st</sup> & 2<sup>nd</sup> false call - no charge
- ❖ 3<sup>rd</sup> & each additional false call - \$100 each

Proposed Fee Schedule:

- ❖ 1<sup>st</sup> & 2<sup>nd</sup> false call - no charge
- ❖ 3<sup>rd</sup> & 4<sup>th</sup> false call - \$250 each
- ❖ 5<sup>th</sup> false call - \$500
- ❖ 6<sup>th</sup> & each additional call - \$1,000 each

**ATTACHMENTS:**

- (1) Proposed 2006-09 Ordinance
- (2) Current 2004-30 Ordinance



Submitted or Prepared By:

Approved for Submittal to Council

Opal O. Green  
Department Head

  
Ron H. Rabun, County Administrator

Reviewed By:

n/a County Attorney

n/a Finance

n/a Other

PROPOSED ORDINANCE

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2006-09

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

**ORDINANCES 2004-30 & 2004-05 ARE HEREBY RESCINDED IN THEIR ENTIRETY AND A NEW ORDINANCE IS ADOPTED TO READ AS FOLLOWS:**

**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 considerable money and manpower and exposes themselves and the public to danger and liability; and

**WHEREAS,** County Rural Fire Departments are unable to determine whether an alarm is false without responding to the call, thereby necessitating a response to each alarm; and

**WHEREAS,** it is the responsibility of the owner or lessee of every establishment or residence to purchase and maintain a reliable, approved and permitted fire alarm system.

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

- (A) Maximum annual limit. Every establishment or resident within the unincorporated areas of Oconee County having an approved and permitted fire alarm system shall be entitled to report a maximum of two (2) false alarms to an Oconee County Rural Fire Department with a one year (12 month) 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 fee shall be levied against the owner or lessee as follows:
- (1) 1<sup>st</sup> and 2<sup>nd</sup> false alarm call – no charge
  - (2) 3<sup>rd</sup> and 4<sup>th</sup> false alarm call within one year (12 month) period – \$250.00 each
  - (3) 5<sup>th</sup> false alarm call - \$500
  - (4) 6<sup>th</sup> false alarm call and each additional false alarm call within one year (12month) - \$1,000.00 each

(C) Upon a violation of Section (B)(2) of this Ordinance, the County Fire Chief or his/her designee shall present an invoice for the fee imposed. The County Rural Fire Department Office shall keep a duplicate of the invoice. The offending party shall have thirty (30) days to pay said invoice to the County. In the event that the offending party does not pay the invoice within thirty (30) days, Oconee County may file a civil action for the collection of said invoice. If Oconee County files a civil action to collect said invoice, Oconee County shall also be entitled to attorney's fees, Court costs and costs incurred for collecting said invoice.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
H. Frank Ables, Jr.  
Chairman  
Oconee County Council

Attest:

\_\_\_\_\_  
Opal O. Green, Clerk to Council

1<sup>st</sup> Reading: \_\_\_\_\_  
2<sup>nd</sup> Reading: \_\_\_\_\_  
3<sup>rd</sup> Reading: \_\_\_\_\_

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ORDINANCE 2004-30

AN ORDINANCE AMENDING ORDINANCE 2004-05, AN ORDINANCE  
AMENDING TO REGULATE FALSE FIRE ALARMS TO WHICH OCONEE  
COUNTY RURAL FIRE DEPARTMENTS RESPOND

ORDINANCE 2004-05 IS HEREBY AMENDED TO READ AS FOLLOWS:

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 fee shall be levied against the owner or lessee as follows:

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

(C) Upon a violation of Section (B)(2) of this Ordinance, the Fire Chief or his/her designee of the responding Rural Fire Department shall present to the offending party with a bill for the fee imposed. The Rural Fire Department shall keep a duplicate of the bill. The offending party shall have thirty (30) days to pay said fee to the responding Rural Fire Department. In the event that the offending party does not pay the fee within thirty (30) days, the responding Rural Fire Department and/or Oconee County may file a

civil action for the collection of said fee. If the responding Rural Fire Department and/or Oconee files a civil action to collect said fee, the responding Rural Fire Department and/or Oconee County shall also be entitled to attorney's fees and costs for collecting said fee.

  
H. Frank Ables, Jr., Chair  
Oconee County Council

Attest:

  
Opal O. Green, Clerk

1<sup>st</sup> Reading: November 30, 2004  
2<sup>nd</sup> Reading: December 7, 2004  
3<sup>rd</sup> Reading: January 4, 2005

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC  
COUNCIL MEETING DATE: 4/18/06  
COUNCIL MEETING TIME: 7:00 pm

**ITEM TITLE OR DESCRIPTION:**

Second Reading of Ordinance 2006-10, "OCONEE COUNTY LITTER CONTROL ORDINANCE"

**BACKGROUND OR HISTORY:**

This ordinance was approved by the Goosee Planning Commission on March 20, 2006 and is a result of the Planning Commission's review and improvement of Ordinance 2004-29, "LITTER CONTROL ORDINANCE OF OCONEE COUNTY".

**SPECIAL CONSIDERATIONS OR CONCERNS:**

This ordinance creates the Litter Mitigation Fund. This fund will primarily be financed by fines imposed under this ordinance. The fund is to provide financial assistance to citizens in litter clean up and removal. The fund will be administered by the Goonee County Litter Mitigation Committee. Ten percent of all fines are to go to the Goonee County Sheriff's Department. These monies will be for supplies to aid in litter pickup.

**STAFF RECOMMENDATION FOR COMMITTEE ACTION:**

Staff recommends adoption of this ordinance on second reading.

**FINANCIAL IMPACT:**

This ordinance, if aggressively enforced, should generate revenue for litter abatement and for the Sheriff's Department.


**ATTACHMENTS:**

Ordinance 2006-10

Submitted or Prepared By:

Opal O. Green  
Department Head

Approved for Submittal to Council:

  
Ron H. Rabun, Administrator

Reviewed By/Initials:

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

\_\_\_\_\_ :Finance

\_\_\_\_\_ :Other

Revised March 29, 2006  
(office of Brad Norton)

**OCONEE COUNTY  
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**

Whereas, the Oconee County Council has become aware of increased littering of public and private property in the unincorporated areas of Oconee County; and

Whereas, said littering degrades the environment and threatens the beauty and quality of life traditionally enjoyed by Oconee County citizens; and

Whereas, said littering causes public detriment, creates health and safety hazards, diminishes property values, and negatively impacts efforts to further economic development; and

Whereas, Oconee County's citizens and taxpayers are unduly burdened by the costs of these effects of littering, as well as its cleanup and remediation; and

Whereas, the mitigation of the deleterious effects of litter benefits all of Oconee County's citizens and taxpayers,

It is the purpose of this Ordinance to establish regulations for the control of litter in the unincorporated areas of Oconee County, and to establish penalties such as are necessary to discourage the violations of these standards, and provide for recovery of costs incurred by Oconee County in the cleanup and remediation of said litter.

**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:

**Best Management Practices.** Actions and methods recommended and/or mandated by governmental agencies, trade associations and other authoritative entities associated with a particular industry or business.

**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.

**Enforcement Officer.** Duly authorized law enforcement officers of Oconee County, including but not limited to, all law enforcement officers and deputies employed by the Oconee County Sheriff's Department, and designated Code Enforcement Officers employed by the County Administrator and duly certified as Code Enforcement Officers by the State of South Carolina.

**Garbage.** Waste food and food-related materials that may include, but shall not be limited to, fast-food scraps, grease from grease traps, discarded or leftover food from events such as parties, picnics and cookouts, and other food and food-related materials not properly stored for human or animal consumption.

**Litter.** All waste materials, on public or private property, not stored in secure litter receptacles meeting standards established in this document. Such materials may include, but shall not be limited to, disposable packages or containers, trash, garbage or refuse, or any other matter which may create a hazard to public health, safety and welfare. This definition shall also include unsolicited newspapers and/or advertisement materials placed on private property after due notification to the responsible party of the owner's desire not to receive said newspaper advertisement, or publication. This definition shall not include either (1) waste materials produced through the primary processes of mining, dredging, logging, agricultural, commercial and industrial operations utilizing accepted best management practices in the handling and storage of such materials, including visual blight; or (2) scrap, salvage, and/or recyclable materials stored on private property in a manner that meets all local, state and federal regulations including visual blight.

**Littering.** The act of dumping, throwing, dropping, depositing, discarding, placing, or in any way disposing of litter upon any public or private property within the jurisdictional boundaries of Oconee County.

**Litter receptacle.** Containers, boxes, barrels and other devices that allow for the sanitary, safe, secure, and orderly temporary storage of litter.



**Owner.** The term "owner" includes any person owning or having title, possession or control over real or personal 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.

**Trash.** Discarded waste materials and objects which may include, but shall not be limited to, old newspapers, food wrappers and containers, cigarettes, boxes, and other items not properly stored for disposal or recycling.

## **SECTION 5. - APPLICATION**

**(A) Prohibition of Litter-** No person shall dump, throw, drop, deposit, discard, place or in any way dispose of litter upon any public or private property, or along any public roadway, in any stream, pond, lake or other water course, located in the jurisdictional area of Oconee County.

Exception:

Authorized persons meeting all facility rules and regulations that utilize properties designated for the disposal of solid waste by Oconee County and/or the State of South Carolina.

### **(B) Litter on Private Property-**

1) All persons found by the Magistrate's Court, or Court of Competent Jurisdiction, to be responsible for littering on private property shall be held liable for cleanup and removal of said litter, and shall bear any and all financial costs or hardship incurred by either the property owner or Oconee County in remediation efforts.

2) In the event that the party responsible for littering is unknown, or is outside the jurisdiction of Oconee County for whatever reason, the owner of the property upon which the litter is located shall be liable for the removal of litter in accordance with Section 8, below.

3) In the event litter is moved by wind or other force of nature from one private property onto another private property, the owner of the property of origin shall be held responsible for cleanup and removal.

4) Property owners determined by the Magistrate's Court, or Court of Competent Jurisdiction, to be liable for removal of litter may request the Court's referral

to the Oconee County Litter Mitigation Committee for financial assistance from the Oconee County "Litter Mitigation Fund", created in Section 7 of this ordinance. If, in the Court's opinion, the said property owner produces sufficient evidence to show that compliance with these regulations would prove to be unduly burdensome, an application may be made for financial assistance from the "Litter Mitigation Fund".

**(C) Transportation of Loose Materials-** It shall be unlawful for any person, firm, corporation, institution, organization, contractor or subcontractor, or leaseholder, to transport any loose materials by truck, trailer or other motor vehicles within the corporate limits of Oconee County unless said material is covered or secured in such a manner as to prevent litter, leakage or spillage. Lack of adequate covering or securing of material while the loaded truck, trailer, moving vehicle, or other motor vehicle is in motion shall constitute a violation of this section.

**(D) Responsibility of Driver of Vehicle-** Whenever possible, the individual(s) responsible for the act of littering shall bear all liabilities associated with remediation; however, in the event that the Magistrate's Court, or Court of Competent Jurisdiction, determines that an act of littering was committed by one or more occupants of a motor vehicle, but is unable to ascertain the identity of the individual(s) responsible, the driver of said vehicle shall be held in violation of this article. If the Court is unable to ascertain the identity of the vehicle's driver at the time of the violation, the owner of the vehicle, or all occupants shall bear an equal share of any financial penalties and/or clean up and removal fees that result.

#### **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 remediation or 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. Ten (10%) percent of the fines collected by the County pursuant to this Ordinance shall be remitted to the Oconee County Sheriff's Department to help defray the cost of enforcing this Ordinance. The Magistrate's Court shall have jurisdiction to enforce this Ordinance.

#### **SECTION 7. - LITTER MITIGATION FUND**

**(A) Creation of Fund-** This section hereby establishes the "Litter Mitigation Fund," a financial account separately maintained by Oconee County, comprised solely of any and all fines collected by the County under the provisions of this ordinance (less any administrative, publication, and court costs and the portion to be remitted to the Sheriff's Department), and donations and grant monies specifically designated for litter mitigation and/or remediation in Oconee County. No tax revenues shall be utilized to support the Litter Mitigation Fund. Available financial assistance to applicants shall be limited to

monies in the fund at the time of application by the individual property owner; therefore, the establishment of this fund should in no way be construed as an obligation on behalf of Oconee County or any party associated with Oconee County to provide financial assistance to individual property owners in meeting the requirements of this ordinance.

**(B) Purpose of Fund-** The Litter Mitigation Fund shall be used only for providing financial assistance to individual property owners found under the provisions of this ordinance to be unduly burdened by the financial cost of litter clean up and removal. In no instance shall the amount of financial assistance awarded a property owner exceed the cost of clean up and removal of litter.

**(C) Administration of Fund-** The monies comprising the Litter Mitigation Fund shall be administered under the direction of the "Oconee County Litter Mitigation Committee", a body hereby created and composed of seven (7) residents of the unincorporated areas of Oconee County. The membership shall be composed as follows:

One (1) member from each of the five (5) respective Council Districts;

One (1) staff member from the Finance Department, nominated by the County Administrator;

One (1) at-large member of the public.

All members shall be approved by a vote of County Council, and shall serve 3-year terms. Initial terms shall be staggered, with individual term lengths determined by chance.

The Committee shall operate under by-laws approved by County Council; however, all meetings and actions shall be open to the public. The Committee shall be subject to County audit, and shall publish an annual report in a newspaper of general circulation detailing all revenues and expenditures.

**(A) Operation of Fund-** The Litter Mitigation Fund shall be operated as follows:

1. Applications for financial assistance from the fund may be submitted to the Litter Remediation Committee from individual property owners determined by the Magistrate's Court, or Court of Competent Jurisdiction, to be unduly burdened by the cost of complying with the provisions of this ordinance. No applications for assistance shall be considered without a referral from the Magistrate's Court. An application for assistance from the fund shall in no way alter a determination by the Magistrate's Court, or extend any deadline for compliance; however, if funds are available, an award by the Committee may in some cases help offset the financial cost of complying with the standards put forth in this ordinance.

2. The Litter Remediation Committee shall consider each application

in open meeting, and make a determination of need based on estimated litter clean up and removal costs as determined by county staff. In the event that available funds are anticipated to fall short of estimated costs, the Committee shall prioritize submitted applications based on greatest potential health and safety concerns. The amount of assistance awarded by the Committee shall be limited to monies available in the fund. Every attempt will be made to seek outside funding assistance from private non-profit or governmental resources.

3. Unless the needed work is determined by the County Administrator to be beyond the scope of expected capacity of County staff and equipment, all litter clean up and removal work financed by the Litter Mitigation Fund shall be performed by Oconee County. The cost of such work shall be determined by Oconee County staff. In the event that the County Administrator deems a mitigation project to be beyond the County's ability to perform, for whatever reason, the Procurement Director shall seek bids from independent contractors based on adopted standard bidding procedures. The schedule for completion of work shall be based on availability of manpower and resources. Failure by Oconee County or a contractor employed by Oconee County to complete a project on or before the date specified by the Magistrate's Court in no way alters the property owner's liability to comply with the Court's decision.

## **SECTION 8. - ENFORCEMENT**

(A) Enforcement of the provisions of this article shall be carried out by enforcement officers comprised of duly authorized code enforcement or law enforcement officers of Oconee County, including but not limited to, all law enforcement officers and deputies employed by the Sheriff's Department; and designated Code Enforcement Officers employed by the County Administrator and duly certified as Code Enforcement Officers by the State of South Carolina. These enforcement officers shall be authorized to:

1. cause the inspection of any public or private property within the unincorporated limits of the county whenever it shall be necessary to enforce the provisions of this article;
2. issue a uniform summons to any person violating the provisions of this article in their presence;
3. serve written notice on the owner of a property containing litter as defined by this ordinance, requiring abatement or removal of same litter within 15 calendar days.

(B) Any property owner refusing or neglecting to abate or remove litter from property within 15 calendar days of receiving a written notice from an enforcement officer shall be served with a uniform summons and shall be subject to prosecution in accordance with

Section 6, above. In addition, the enforcement officer may cause the removal or abatement of such litter, with all expenses, including administrative, incurred in so abating or removing such litter 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 manner as debts or like amounts are now recoverable by law.

(C) 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. The prevailing party in an action brought under this section shall be entitled attorney's fees and costs.

APPROVED on FIRST READING this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by a vote of:

\_\_\_\_\_ YES

\_\_\_\_\_ NO

\_\_\_\_\_  
OPAL O. GREEN, COUNCIL CLERK

APPROVED on SECOND READING this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by a vote of:

\_\_\_\_\_ YES

\_\_\_\_\_ NO

\_\_\_\_\_  
OPAL O. GREEN, CLERK

APPROVED on THIRD READING this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by a vote of:

\_\_\_\_\_ YES

\_\_\_\_\_ NO

\_\_\_\_\_  
Frank Ables, Chairman  
Cocoon County Council

Attest:

\_\_\_\_\_  
OPAL O. GREEN, CLERK

**AGENDA ITEM SUMMARY**  
**OCONEE COUNTY, SC**  
**COUNTY MEETING DATE: 4/18/06**  
**COUNCIL MEETING TIME: 7:00 pm**

**ITEM TITLE OR DESCRIPTION:**

Second Reading of Ordinance 2006-11, "AN ORDINANCE REGULATING THE USE OF COUNTY ROADS"

**BACKGROUND OR HISTORY:**

This ordinance requires that persons or entities that damage County roadways repair the roadways. Further, it requires encroachment permits when entities temporarily alter a roadway or right-of-way. This ordinance regulates parking and placement of signs in the County right-of-way. The ordinance also provides a method for the County to address drainage problems caused by roadways. The Planning Commission has reviewed this ordinance.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

This ordinance is a result of the Oconee County Planning Commission's review of the Litter Control Ordinance for Oconee County.

**STAFF RECOMMENDATION FOR COUNCIL ACTION:**

Staff recommends adoption of this ordinance on second reading.

**FINANCIAL IMPACT:**

This ordinance should have a positive financial impact for Oconee County as it shifts the financial burden of repairing damaged roadways to the party responsible for damaging the roadway.

**ATTACHMENTS:**

Proposed Ordinance

Submitted or Prepared By:

Opal O. Green  
Department Head

Approved for submittal to Council:

  
Ron H. Rabun, Council Administrator

Reviewed By/Initials:

\_\_\_\_ n/a \_\_\_\_ : County Attorney

\_\_\_\_ n/a \_\_\_\_ : Finance

\_\_\_\_ n/a \_\_\_\_ : Other

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

OCONEE COUNTY COUNCIL ORDINANCE NO. 2008-

REGULATING THE USE OF COUNTY ROADS

WHEREAS, Oconee County maintains both paved roads, gravel roads and rights of way within the geographical limits of Oconee County, South Carolina; and

WHEREAS, paving and maintaining roads and rights of way are expensive; and

WHEREAS, various activities of third parties may cause damage to County roads, resulting in the additional expenditure of money to maintain said roads; and

WHEREAS, there can arise water drainage problems along roads and road rights of way; and

WHEREAS, parking on or near the pavement or on the right of way, or stacking or piling material near the pavement or right of way creates traffic hazards; and

WHEREAS, unauthorized signs create line of sight problems for drivers, and the signs deteriorate and become unsightly and create litter;

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL duly assembled with quorum present and voting and upon third and final reading the following:

Section 1.

Definitions

- (a) "Person" shall mean any individual, corporation, company, partnership, utility and or municipality.
- (b) "Road" shall mean any paved road, gravel road, dirt road or bridge that is owned and/or maintained by Oconee County or as part of the County Road System.

- (c) "Right-of-way" shall mean all of that area presently used, owned, or dedicated to or by the County and/or S.C. Department of Transportation (SCDOT) for a road, including driveway aprons, and all other areas of the right-of-way whether or not physically incorporated in the street.

**Section 2. Damage**

- (a) Any person, entity or utility that engages in an activity which causes damage to a County road or road structure shall be responsible for repairing said County road or road structure to SCDOT standard specifications for highway construction. This does not include normal wear and tear to a road caused by normal use of said road.
- (b) Any person driving, operating or moving any vehicle, object or contrivance upon any County road or road structure shall be liable for any damage which road or structure may sustain as a result of dragging, scraping, breaking or any other damage done to said road or structure. Any such persons will also be liable to the County for the cost of such injury or damage.
- (c) Any person making unauthorized modifications to a County road or road structure shall be responsible for the costs of returning the road or structure to its original condition.

**Section 3. Drainage**

- (a) Property owners adjoining the road right-of-way may request that the County perform work to assist the property owner with a drainage problem. The County may construct berms, swales and/or ditches, or install plastic or concrete pipe along the County maintained road right-of-way. The property owner shall pay two and one-half (2 1/2) times the material costs to cover the material cost and labor for said project. The property owner shall sign a hold harmless agreement releasing the County from any liability associated with future drainage problems, in advance of scheduling the project. Projects will be scheduled on a first pay, first scheduled basis.
- (b) The County Engineer, or his designee, will provide a cost estimate for the material costs of the project. Special services or equipment needed to complete the job will be bill as invoiced by the contractor or vendor providing the special service or equipment.



- (d) The County cannot assist in any drainage matter outside of the road right-of-way, and may only perform work within the County right-of-way.

#### **Section 4. Encroachment**

- (a) All persons desiring to excavate within, encroach upon, or in any way alter a County maintained road and/or right-of-way, shall notify the County Engineer and submit to the Oconee County Road Department an application for an encroachment permit, together with the required fees and security as determined periodically by County Council, at least forty-eight (48) prior to initiating such work. A schedule of required fees and securities shall be available for review from the Oconee County Road Department.
- (b) Upon completing the permitted activity, the applicant shall restore the County-maintained road and/or right-of-way to its original condition, insuring that all repairs conform to the requirements contained in the SCDOT standard specifications for highway construction. Eighteen (18) months after the permitted activity, the security shall be returned to the applicant provided the County Engineer, upon final inspection, approves the repair. If the County Engineer deems the repair to be unacceptable, the security shall be retained by the County and used to properly repair and restore the road and/or right-of-way to its original condition. Once the road and/or right-of-way has been properly repaired, any excess security will be returned to the applicant.

#### **Section 5. Road Safety**

- (a) All persons shall park vehicles and equipment at least three (3) feet from the edge of the pavement on all roads. Parked vehicles and equipment shall not block ditches and swales or in any way inhibit drainage.
- (b) No person shall place any type of material within three (3) feet of the pavement.
- (c) No person shall place a sign on a road in Oconee County that will restrict visibility or inhibit sight lines of drivers.
- (d) Signs on roads in Oconee County, remaining for more than 7 days, will require an encroachment permit from the Road Department.

Section 5. Penalties

Failure to comply with any of the requirements of this ordinance constitutes a misdemeanor and shall be punishable by a fine not to exceed one thousand (\$1,000.00) dollars. In addition, in the event that Oconee County must file a civil suit in order to enforce its rights under this ordinance, the County shall be entitled to reasonable attorney's fees.

APPROVED on FIRST READING this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by a vote of:

\_\_\_\_\_ YES

\_\_\_\_\_ NO

\_\_\_\_\_  
OPAL O. GREEN, COUNCIL CLERK

APPROVED on SECOND READING this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by a vote of:

\_\_\_\_\_ YES

\_\_\_\_\_ NO

\_\_\_\_\_  
OPAL O. GREEN, CLERK

APPROVED on THIRD READING this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by a vote of:

\_\_\_\_\_ YES

\_\_\_\_\_ NO

\_\_\_\_\_  
Frank Ables, Chairman  
Oconee County Council

Attest:

\_\_\_\_\_  
OPAL O. GREEN, CLERK

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 4/18/06  
COUNCIL MEETING TIME: 7:00

**ITEM TITLE OR DESCRIPTION:**

Authorization to rescind and modify action taken at the March 21, 2006 Council meeting to change the local grant match provided by Council in the Emergency Management FY 2006-07 budget.

**BACKGROUND OR HISTORY:**

On March 21, 2006 Council took action approving a FY 2006-07 \$13,250 grant match request for the Federal Assistance to Firefighters Grant Program (See Below).

**A. Original Request:**

<u>Agency</u>	<u>Estimated Grant Amount</u>	<u>Match Requirement</u>
County Dive/Special Rescue	\$50,000	\$10,000 (20% match)
Oakway Rescue Squad	\$65,000	\$3,250 (5% match)

The Emergency Management Director reports that the Dive Team made an error in the estimated base grant amount (\$85,400 instead of \$65,000) that also increases the local match share to \$17,080 instead of \$10,000.

Since the March 21<sup>st</sup> meeting, Oakway Rescue Squad has withdrawn their local grant match request due to their failure to meet the grant deadline.

**B. MODIFIED BUDGET FOR COUNCIL ACTION**

<u>Agency</u>	<u>Grant Amount</u>	<u>Match Requirement</u>
County Dive/Special Rescue	\$85,400	\$17,080 (20% match)

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The dive team grant, if approved, will provide funds to purchase a variety of equipment (see attached list). The need for this equipment is critical, because either the current equipment is old and worn out, out of date, or they simply do not have it in their possession.

The grant amount provided to Council at the March 21<sup>st</sup> meeting was based on a good faith estimate by the dive team prior to their receipt of written quotes.

<u>Agency</u>	<u>Grant Amount</u>	<u>Match Requirement</u>
County Dive/Special Rescue	\$85,400	\$17,080

**STAFF RECOMMENDATION:**

Motion to RESCIND Council action of March 21, 2006 to approve two (2) local grant matches of \$10,000 to the Dive Team and \$3,250 to Oakway Rescue Squad, and instead approve a FY 2006-2007 local grant match of \$17,080 for the Dive Team grant application.

**FINANCIAL IMPACT:**

County Dive/Special Rescue Local Grant Match - \$17,080 from the FY 2006-07 Budget

**ATTACHMENTS:**

Equipment list.

Submitted or Prepared By:

*Vivanda Holcombe-Lewis*

Reviewed By/ Initials:

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

\_\_\_\_\_ Finance

\_\_\_\_\_ Other

C: Clerk to Council

Approved for Submittal to Council:

*Ron H. Rabun*

Ron H. Rabun, County Administrator

## **EQUIPMENT REQUESTED FOR GRANT PURCHASE**

### DIVE / SPECIAL RESCUE

1. (20) Project 25 (P-25) digital radios for all search, rescue, and dive missions
2. (4) Scott Air Packs for confined space rescue
3. (2) entry/escape air packs for confined space rescue
4. (10) Extrication Jump Suits for personal protection for technical rescue, confined space rescue, and heavy duty rescue
5. (8) dry suits for Swiftwater Rescue Team
6. (4) dry suits for dive team cold water operations
7. RCD Fortuna raft for swiftwater rescue
8. Rescue/fire pump for the Dive Team

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: 4/18/06  
COUNCIL MEETING TIME: 7:00**

**ITEM TITLE OR DESCRIPTION:**

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

**BACKGROUND OR HISTORY:**

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

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

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The funds available to Oconee Memorial Hospital EMS in this state DHEC Grant-in-Aid program will allow the Hospital to provide training and purchase much needed equipment. Funds will be utilized to train an additional six hospital dispatchers in the upcoming year (staff training, training materials, and instructor costs will be covered).

Additional funds will be used to purchase APCQ Institute MEDS Software to complement the current New World Systems CAD program. This will enhance the Emergency Medical Dispatch (EMD) program by decreasing response time of dispatchers by integrating the CAD program with electronic EMD Guide Cards. This system will allow hospital dispatchers to continue to dispatch and enter call information and point and click the electronic EMD Guide Card appropriate for the response without ever needing to take their attention away from the caller on the computer screen. This system will greatly enhance the Emergency Medical Services for Oconee Memorial Hospital and Oconee County.

**STAFF RECOMMENDATION:**

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

**FINANCIAL IMPACT:**

EMS Grant-in-Aid request = \$8,080.00

Local Cash Match (**PAID by OMH**) = \$500.00

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

**ATTACHMENTS:**

Submitted or Prepared By:

Veronda H. Leonard - Luv3

Approved for Submittal to Council:

Ron H. Rabun  
Ron H. Rabun, County Administrator

Reviewed By/Initials:

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

RF Finance

\_\_\_\_\_ Other

C: Clerk to Council



**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 18, 2006  
COUNCIL MEETING TIME: 6:00 p.m.**

**ITEM TITLE OR DESCRIPTION:**

**CONTRACT FOR TITLE SEARCH SERVICES FOR DELINQUENT TAX COLLECTOR.** This Request for Proposal (RFP) was issued to select a contractor to conduct approximately 1500 title searches of various parcels of real property for the Delinquent Tax Office in preparation for the annual Tax Sale on October 2, 2006. Also, there will be approximately 200 title updates on previously searched parcels.

**BACKGROUND OR HISTORY:**

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

**SPECIAL CONSIDERATIONS OR CONCERNS:**

**It is important that this RFP be awarded April 18, 2006** in order to provide contractor with a sales list of delinquent taxpayers' names and parcels numbers by May 5, 2006 for the title searches to be completed according to statute 12-49-220. An RFP is awarded on other factors other than cost, such as, experience, location, references, ability to meet the schedule. The Evaluation Committee interviewed and scored three respondents. The Committee then voted to recommend Council approve award to the Number 1 ranked proposal from Anna Prater of Liberty, SC for an estimated amount of \$91,000 (see attached Bid Tabulation).

**STAFF RECOMMENDATION FOR COUNCIL ACTION:**

Staff recommends that County Council approve the RFP and contract to Anna Prater of Liberty, SC for an estimated cost of \$93,000 to conduct required title searches for delinquent tax sale on October 2, 2006. The Evaluation Committee is recommending Anna Prater despite the higher cost than United States Service Corporation (USSC) because of Ms. Prater's experience in working in Oconee County. USSC has no experience working in Oconee County. The Committee believes that a job of this magnitude requires superior knowledge and experience. Accordingly, Ms. Prater's firm is recommended for selection.

**FINANCIAL IMPACT:**

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

**ATTACHMENTS:**

- (1) Bid Tab sheet
- (2) Contract

Submitted or Prepared By:

Marianne A. Dillard  
Department Head/Elected Official

Approved for Submittal to Council:

Ron H. Rabun  
Ron H. Rabun, County Administrator

Reviewed By/ Initials:

RM County Attorney

Finance

L.S./D.O. Delinquent Tax Collector

C: Clerk to Council

Approved Budget: 0 clearance amount for the 2008-09 fiscal year from 9000 collected.  
Budget: 000000

I hereby certify that to the best of my knowledge this  
tabulation of bids to be posted.

*Marianne Dillard*  
Procurement Director

Bidders		Anna Prater		TitlePro, LLC		United States Service Corp.	
Address		Liberty, SC		Seneca, SC		Miami, FL	
Approx Qty	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
	submitted proposal	yes		yes		yes	
1500	Title Search	60.00	90,000.00	70.00	105,000.00	43.00	64,500.00
200	Title Update	15.00	3,000.00	20.00	4,000.00	11.00	2,200.00
	Ranking	1		3		2	
	Estimated Total		93,000.00		109,000.00		66,700.00

**COUNTY OF OCONEE**  
**STATE OF SOUTH CAROLINA**

**Title Search Contract**

This contract is made and entered into this \_\_\_\_\_ day of April 2006 by and between and Anna Prater of Liberty, SC (hereinafter called the "Provider") and the County of Oconee (hereinafter called the "County"). The contract is subject to the conditions and provisions set forth herein. The County's Request for Proposal (RFP) 405-14 issued March 6, 2006, and Provider's response dated March 20, 2006 are incorporated herein by this reference, and shall be a part of this contract instrument.

For the purpose of this Contract, the term "Contract Period" shall be defined as an annual contract period commencing on April \_\_\_\_\_, 2006. Both parties understand that each contract period will be for approximately seventeen months. This period of time is required for title updates to be performed on all property that is not redeemed within the twelve-month period after the initial title search has been completed.

Provider will accept responsibility for performing **20-year title searches** on all parcels submitted to Provider by the Delinquent Tax Collector. The Delinquent Tax Collector will provide Provider with a sales list including taxpayer's name and parcel number by May 5, 2006, for the 2006 tax year.

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

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

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

- ✓ Parcels A - M - submitted by June 15, 2006
- ✓ Parcels N - R - submitted by July 15, 2006
- ✓ Parcels S - Z - submitted by August 15, 2006

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

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

Provider agrees that experienced, qualified abstractors will perform all title searches. Part-time students will be not be acceptable.

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

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

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

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

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

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

Witness (as to the Provider)

\_\_\_\_\_

\_\_\_\_\_  
Anna Prater

Witness (as to the County)

\_\_\_\_\_

\_\_\_\_\_  
Oconee County

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** April 18, 2006  
**COUNCIL MEETING TIME:** 6:00 PM

**ITEM TITLE OR DESCRIPTION:**

Request for approval of ATAX grant request from Walhalla Merchants Association in the amount of \$9,898.00 for hosting and promotion of Oconee Cultural Festival, scheduled for May 5 & 6, 2006 as approved in ATAX committee 04/05/06 by unanimous vote.

**BACKGROUND OR HISTORY:**

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

**SPECIAL CONSIDERATIONS OR CONCERNS:**

This is the sixth year for the Oconee Cultural Festival. The Oconee Cultural Festival is a two day event. This year's festival will feature a juried art and fine crafts show along with a children's art show in conjunction with the local schools. The festival will be advertised throughout the region and in Georgia and North Carolina in an effort to increase tourism visitation, overnight stays, and spending in Oconee County.

**STAFF RECOMMENDATION:**

Approval of ATAX grant request in the amount of \$9,898.00.

**FINANCIAL IMPACT:**

\$9,898.00 of state ATAX funds which are available. If this request is approved, \$25,560.81 will remain in this fund.

**ATTACHMENTS:**

None.

**Submitted or Prepared By:**

Phil Shirley, PRT Director  
Department Head/Elected Official

**Approved for Submittal to Council:**

  
Ron H. Rabun, County Administrator

**Reviewed By/ Initials:**

N/A County Attorney

RJ Finance

N/A Other

C: Clerk to Council

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 18, 2006  
COUNCIL MEETING TIME: 6:00 p.m.

**ITEM TITLE OR DESCRIPTION:**

Bid 05-10, Play Structures and Surfaces for Certain County Parks.  
Structure and Surface at South Cove County Park  
Structure and Surface at High Falls County Park  
Structure only at Chau Ram County Park (Park personnel will use existing cross-ties and mulch at this site)

**BACKGROUND OR HISTORY:**

This project was approved by Recreation Commission on November 15, 2005 and Oconee County Council on December 6, 2005 to use Local Accommodations Tax (LAT) funds to purchase playground structures and surfaces for South Cove, High Falls and Chau Ram County Parks. The surfaces to be installed are bonded rubber surfacing made of 100% clean, ground recycled rubber tires.

**BID SOLICITATION HISTORY:**

On March 29, 2006, four (4) bids were received in response to our formal advertised Invitation to Bid for Playground Structures and Surfaces for the three County Parks. The low bidder was Playground Safety Services, Inc. of Shelby, NC (see Bid Tabulation attached).

After review of the bids, Phil Shirley, PRT Director and Marianne Dillard, Procurement Director recommend award of the low bid in the amount of \$77,768 to Playground Safety Services, Inc. of Shelby, NC.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

As two (2) of these parks are leased from Duke Power, they have approved the changes for South Cove and High Falls County Parks. The estimated completion time for turn-key installation is 45-60 days upon award.

**STAFF RECOMMENDATION FOR COUNCIL ACTION:**

Staff recommends that County Council award the low bid award to **Playground Safety Services, Inc. of Shelby, NC in the amount of \$77,768** for playground structures and surfaces for South Cove, High Falls and Chau Ram County Parks, paid (100%) by Local Accommodations Tax (LAT) funds.

**FINANCIAL IMPACT:**

Funding has been approved in an amount up to \$80,000 with all funds coming from the "75% Recreation" portion of the Local Accommodations Tax (LAT) Fund, with no matching requirement and no impact to the general fund budget.

The remaining balance in the LAT fund is \$175,939, if this request is approved.

**ATTACHMENTS:**

I. Bid Tabulation:

**Submitted or Prepared By:**

Marianne A. Billard  
Marianne A. Billard, Procurement Director

**Approved for Submittal to Council:**

Ron H. Rabun  
Ron H. Rabun, County Administrator

**Reviewed By/ Initials:**

MC OMB

n/a DGAS

n/a Department

**C: Clerk to Council**



Approved Budget Ordinance amount for bid item \$50,000.  
Budget Code 013-705-90097

I hereby certify that to the best of my knowledge this  
tabulation of bids is correct.

*Marianne Dillard*  
Procurement Director

Bidders		Churchich Recreational Design, Inc.		Cunningham Associates		Leisure Lines, Inc.	
Address		Bluffton, SC		Charlotte, NC		Morrow, GA	
Approx Qty	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
3	Structures	22,500.00	87,500.00	21,194.85	63,584.55	31,271.52	93,814.56
	<b>Safety Zone Surface</b>						
2	1st Choice - Poured in place	15,985.00	31,970.00	5,467.00	18,934.00	20,510.89	41,021.78
	2nd Choice - Recycled shredded rubber fill	8,400.00		7,250.50		7,815.53	
	3rd Choice - Safety certified wood fill mulch	3,300.00		2,679.00		2,764.12	
	<b>Grand Total</b>		<b>99,470.00</b>		<b>82,518.55</b>		<b>134,838.34</b>
	Completion Time	45 days		60 days		60 days	

Bidders		Playground Safety Services, Inc.		Peggs Recreation, Inc.			
Address		Shelby, NC		Kannapolis, NC			
Approx Qty	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
3	Structures	18,384.00	55,152.00	No Bid			
	<b>Safety Zone Surface</b>						
2	1st Choice - Poured in place	11,308.00	22,616.00				
	2nd Choice - Recycled shredded rubber fill	6,408.00					
	3rd Choice - Safety certified wood fill mulch	2,590.00					
	<b>Grand Total</b>		<b>77,768.00</b>				
	Completion Time	45-60 days					

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** April 18, 2006

**COUNCIL MEETING TIME:** 6 PM

**ITEM TITLE OR DESCRIPTION:**

Annual renewal of the Oconee County Employee Health Plan, effective May 1, 2006

**BACKGROUND OR HISTORY:**

Oconee County is self-funded for medical, dental and prescription insurance. Currently, we have 484 members, which include 67 retirees and 417 employees (394 active employees and 23 vacant positions and employees on a 90-day waiting period). Our current stop-loss policies are with American National, a third party advisor, with an attachment point of \$5,304,454 carrying a specific deductible of \$70,000. Due to better claims experience this year and changes in the plan document, renewal for the same coverage by the same provider has a lower attachment point of \$4,927,428 and a specific deductible of \$75,000. **This has produced an actual dollar decrease in our "premium" of \$377,026, or a 12% reduction, whereas, last year we experienced a 37% annual increase in our health insurance cost.**

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Many hours have been spent analyzing our plan as well as the available options to fund coverage for next year. Although health insurance is a significant cost item, for the County, we believe that the staff recommendation to renew is in the best overall interest for both the County and the employee with each of us sharing the costs and preventing major changes to the current schedule of benefits. Last year, the ratio of county-paid to employee-paid costs was 90% county, 10% employee. This year those costs will be 85% county, 15% employee.

**STAFF RECOMMENDATION:**

**Authorize County Administrator to renew the Oconee County Health Benefits Plan from May 1, 2006 to April 30, 2007 under the following parameters:**

- Employee will pay a \$25 per office visit co-pay with a \$700 deductible in-network/\$350 deductible out-of-network (3 per family) with \$2,500 out-of-pocket in-network/\$5,000 out-of-pocket out-of-network (cumulative \$5,000 in/\$10,000 out). This would make the employees cost for office visits a flat fee with deductibles where there was none, versus the employee paying 20% of the visit's charges.
- Employee will pay \$8 for generic prescriptions bought at local pharmacies. This is a savings to the employee of \$17 over the previous year's \$25 prescription co-pay. This will encourage employees to purchase generic drugs at a lesser cost than the name-brand drugs; thereby, benefiting both the employee and the County.

- The specific deductible will increase from the prior year's \$70,000 to \$75,000, which means the county will assume the risk of \$5,000 more on catastrophic claims, but will in turn experience significant reinsurance premium savings.
- Update the short-term disability benefit to the employee from \$125 per week to \$200 per week. Since allowing employees to contribute accumulated leave time to other employees who require short-term disability benefits, we have only had the need to use \$3,000 of the \$24,000 of Hartford premium for the current plan year. Most employees use donations from other employees to receive a full week's pay in lieu of the county paying an insurance premium for this benefit. This would save the count \$20,000.
- As a result of these plan design savings, the amount budgeted per employee in departmental budgets can be decreased from its current value of \$860.00 each month to \$805.58 each month, effective July 1, 2006.

**FINANCIAL IMPACT:**

- In this proposal, the changes in the plan document will result in an actual dollar decrease of \$377,026, or 12% decrease over last year's cost.

**ATTACHMENTS:**

Attachment 1) Bid Sheet

Submitted or Prepared by:

  
 Department Head/Elected Official

Approved for Submittal to Council:

  
 Ron H. Rabun, County Administrator

Reviewed By/ Initials:

    N/A     County Attorney  
    RJ     Finance  
           Human Resources  
    N/A     Other

C: Clerk to Council

5/1/2008  
(Based on Distribution Below)  
Projected Monthly Cost

	Current		Renewal		Option 1	
	American National		American National		LOBE Insurance	
	70,000		70,000		70,000	
	24-12		24-12		24-12	
	N/A		N/A		N/A	
	24-12		24-12		24-12	
	No \$ Limit		No \$ Limit		847,934	
	Monthly		Monthly		Monthly	
	Single	Family	Single	Family	Single	Family
Claims & Administrative Fee	13.50	13.50	13.50	13.50	13.50	13.50
Specific Stop Loss Premium	24.02	80.31	43.85	100.86	64.95	94.51
Aggregate Stop Loss Premium	4.55	4.16	4.26	4.26	4.24	4.24
Aggregate Reconciliation	-	-	-	-	-	-
Utilization Review - Medical	1.85	1.65	1.65	1.65	1.65	1.65
PPO Network - Medical	6.00	4.00	4.00	4.00	4.00	4.00
Broker Fee	-	-	-	-	-	-
Prescription Card Admin.	-	-	-	-	-	-
HIPAA Administration	-	-	-	-	-	-
COBRA Administration	-	-	-	-	-	-
Termination Liability	1.00	1.00	1.00	1.00	1.00	1.00
Monthly Blinded Fixed Cost	59.22	104.61	68.26	128.27	68.24	118.90
*Health Claims Funding	555.80	1,249.87	641.99	1,226.23	752.48	1,298.47
*Dental Claims Funding	-	-	-	-	-	-
*Prescription Care Funding	-	-	-	-	-	-
*Weekly Disability Funding	-	-	-	-	-	-
*Vision Funding	-	-	-	-	-	-
*Recommended Total Funding Level	614.72	1,554.48	613.25	1,351.50	621.72	1,410.37
Document Fee (1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Administration Fee (2)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
*Total Fixed Cost (3)	\$ 476,494.20	\$ 963,811.72	\$ 563,811.72	\$ 916,518.64	\$ 516,518.64	\$ 916,518.64
*Estimated Attachment Point (6)	\$ 5,304,452.96	\$ 5,204,117.26	\$ 5,204,117.26	\$ 5,450,881.84	\$ 5,450,881.84	\$ 5,450,881.84
*Maximum Cost (1+2+3+4)	\$ 6,780,948.16	\$ 6,767,929.00	\$ 6,767,929.00	\$ 6,907,400.48	\$ 6,907,400.48	\$ 6,907,400.48
Explored Claims (75% of attachment)	\$ 3,976,340.47	\$ 3,903,061.95	\$ 3,903,061.95	\$ 4,086,168.78	\$ 4,086,168.78	\$ 4,086,168.78
Total Cost Based on Expected	\$ 4,434,834.67	\$ 4,463,893.68	\$ 4,463,893.68	\$ 4,631,667.37	\$ 4,631,667.37	\$ 4,631,667.37

\*Projections are based on current rates. Actual numbers may vary depending on years of group's attainment on the effective date and throughout the policy year. Certain minimums may apply.

Signature to Attach Quote:

Current

**Oconee County**

5/12/06  
(Based on Distribution Review)  
Projected Monthly Cost

Benefit Administrators, Inc.

Single 219  
Family 250

Specific Deductible  
Specific Contract  
Specific Run-In Limit  
Aggregate Contract  
Aggregate Run-In Limit  
Quick Accepted (Check Box: Yes)

Option 2  
American National  
70,000  
24-12  
N/A  
24-12  
1,083,405  
Monthly

Option 3  
American National  
70,000  
24-12  
N/A  
24-12  
866,025  
Monthly

Claims & Administrative Fee  
Specific Stop Loss Premium  
Aggregate Stop Loss Premium  
Aggregate Accommodation  
Utilization Review (sewer)  
PPO Network (swine)  
Broker Fee  
Prescription Card Admin.  
HIPAA Administration  
COBRA Administration  
Termination Liability

Single 13.50  
48.27  
4.88  
-  
1.65  
4.00  
-  
1.00

Family 13.50  
111.01  
4.58  
-  
3.65  
4.00  
-  
1.00

Single 13.50  
57.15  
3.47  
-  
1.65  
4.00  
-  
1.00

Family 13.50  
110.73  
3.47  
-  
1.65  
4.00  
-  
1.00

Monthly Blended Fixed Cost  
Health Claims Funding  
Dental Claims Funding  
Prescription Card Funding  
Weekly Disability Funding  
Vision Funding

73.30  
597.15  
-  
-  
-  
-  
-  
1.00

136.04  
1,343.57  
-  
-  
-  
-  
-  
1.00

80.77  
613.15  
-  
-  
-  
-  
-  
1.00

142.35  
1,321.33  
-  
-  
-  
-  
-  
1.00

Included

Included

593.92  
1,463.48  
-  
-  
-  
-  
-  
515,546.28

Document Fee (1)  
Annual Administration Fee (2)  
Total Fixed Cost (3)  
Estimated Attachment Point (4)  
Maximum Cost (1+2+3+4)

\$  
\$  
\$ 810,167.12  
\$ 5,702,131.98  
\$ 6,312,298.08

\$  
\$  
\$ 348,871.92  
\$ 5,417,003.44  
\$ 6,086,555.36

Expected Claims (75% of attachment)  
Total Cost Based on Expected

\$ 4,278,556.22  
\$ 4,696,735.34

\$ 4,062,262.08  
\$ 4,712,134.50

\*Projections are based on current contracts. Actual numbers may vary depending on status of group's commitment on the effective date and throughout the policy year. Certain attachments may apply.

Signature to Accept Quote:

(Based on Distribution Below)  
Projected Monthly Cost

	Alternate 1 (Plan Design changes)		Alternate 2 (Current Benefits)		Alternate 3 (Plan Design changes)	
	Single	Family	Single	Family	Single	Family
Single	13.50	13.50	13.50	13.50	13.50	13.50
Family	42.15	96.95	41.20	94.95	38.71	91.33
Specific Deductible	4.05	4.05	4.20	4.28	4.07	4.07
Specific Contract	-	-	-	-	-	-
Specific Run-In Limit	1.65	1.65	1.65	1.65	1.65	1.65
Aggregate Contract	4.00	4.00	4.00	4.00	4.00	4.00
Aggregate Run-In Limit	-	-	-	-	-	-
Quota Accepted (Check as to need)	1.00	1.00	1.00	1.00	1.00	1.00
Claim & Administrative Fee	65.35	124.15	66.72	119.38	63.93	115.55
Specific Stop Loss Premium	511.73	1,151.46	549.36	1,238.08	516.02	1,161.03
Aggregate Stop Loss Premium	-	-	-	-	-	-
Aggregate Accommodation	-	-	-	-	-	-
Utilization Review Markup	-	-	-	-	-	-
PPO Network MedCost	-	-	-	-	-	-
Broker Fee	-	-	-	-	-	-
Prescription Card Admin.	-	-	-	-	-	-
RIPA Administration	-	-	-	-	-	-
CDERA Administration	-	-	-	-	-	-
Terminal Liability	-	-	-	-	-	-
Monthly Billable Fixed Cost	65.35	124.15	66.72	119.38	63.93	115.55
Health Claims Funding	511.73	1,151.46	549.36	1,238.08	516.02	1,161.03
Dental Claims Funding	-	-	-	-	-	-
Prescription Card Funding	-	-	-	-	-	-
Weekly Disability Funding	-	-	-	-	-	-
Vision Funding	-	-	-	-	-	-
Recommended Total Funding Level	578.08	1,272.55	615.08	1,355.44	579.95	1,276.58
Document Fee (1)	\$	\$	\$	\$	\$	\$
Annual Administration Fee (2)	\$	\$	\$	\$	\$	\$
Total Fixed Cost (3)	\$	\$	\$	\$	\$	\$
Estimated Attachments Point (4)	\$	\$	\$	\$	\$	\$
Maximum Cost (1+2+3+4)	\$	\$	\$	\$	\$	\$
Expected Claims (75% of attachment)	\$	\$	\$	\$	\$	\$
Total Cost Based on Expected	\$	\$	\$	\$	\$	\$

\*Projections are based on current census. Actual numbers may vary depending on status of group's enrollment on the effective date and throughout the policy year. Certain attachments may apply.

Signature to Accept Quote: \_\_\_\_\_

RENEWAL

**AGENDA ITEM SUMMARY**  
**OCONEE COUNTY, SC**  
**COUNCIL MEETING DATE: 4/18/06**  
**COUNCIL MEETING TIME: 6:00 pm**

**ITEM TITLE OR DESCRIPTION:**

Request \$25,000 from contingency fund for Rural Fire Vehicle Maintenance account, line item 010-721-80102.

**BACKGROUND OR HISTORY:**

The Rural Fire line item for vehicle maintenance is for routine maintenance, small parts, and the replacement of tires. This line item is not designed to pay for the repair of major damage from accidents and non-routine failure of major parts.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

During this fiscal year the Rural Fire budget has been hit hard by necessary repair and testing of the two platform trucks (ladders), a tanker, and Engine No. 7 that have outstripped our original budget. (See partial costs incurred at Attachment #1 at the amount of \$13,785.)

The final amounts to be expended for repairs to our 2 ladder trucks are expected to exceed the amount of this transfer request.

**STAFF RECOMMENDATION FOR COMMITTEE ACTION:**

Staff recommends that Council approve the request of \$25,000 from contingency for line item 010-721-80102.

**FINANCIAL IMPACT:**

The approval of this request will remove \$25,000 from contingency leaving a remaining balance of \$156,523. Should Council not approve the request all fire vehicle maintenance will have to be halted until the 2006-07 budget goes into effect.

**ATTACHMENTS:**

- (1) Example work orders of major repairs this fiscal year of \$13,785.

**Submitted or Prepared By:**

Tom Hendricks  
Public Safety & Planning Director

**Approved for Submittal to Council:**

  
Ron H. Rabun, Administrator

**Reviewed By/Initials:**

  n/a   County Attorney                 Finance                 Risk Manager

# SLAGLE'S FIRE EQUIPMENT & SUPPLY CO., INC

1818 OLD DUNBAR RD  
W. COLUMBIA, SC 29172-1937  
803-791-4555

FAX 803-739-2327 WWW.SLAGLEFIRE.COM

Repair Order #4001429

Date : 3/16/06

Page : 1

Center : 1

P.O.# :43171

Customer : OCONEE COUNTY  
Address : 415 SOUTH PINE STREET  
City : WALHALLA, SC 29691  
Phone 1 : ( 864 ) 638-4220 Ext : F.D.  
Phone 2 : ( 864 ) 638-4225 Ext : FAX

BUILDER : 3889 GRAM GRUMMAN  
UNIT # : PLATFORM 1 STYL : AER 102  
VIN : 1G9ACDDTXKR088020  
Engine : DETROIT 8V92TA PUMPS : WCMU-150  
Mileage : 20143 S.O. : 18205

Op	Tech	Description	Part Description	Reason for Replacement	Labor	Parts Price	Subtotal
RM58	MUL	1. PERFORM LEVEL 5- 66-POINT AERIAL PREVENTATIVE MAINTENANCE. (16.0) QUOTE \$1600.00 (RP) STARTED PM. (RA) TOOK OIL SAMPLE. (RP) (TV) CONTINUED PM. (TT) EXTENDED OUTRIGGERS AND CHANGE BOTH HYDRAULIC FILTERS. (RA) (RP) PREFORMED PM.			1287.44	312.56	1600.00
	1.00	BL-OIL SAMPLE	OIL SAMPLER			25.00	
	1.00	LH-202001112A	HYDRAULIC ELEMENT			22.00	
	1.00	FS-932288	FILTER, HIGH PRESSURE			255.19	
INFD	942	2. PTO ENGAGE LIGHT IS BROKEN LOOSE IN SOCKET. (1.0) (RP) REPLACED PTO ENGAGED LIGHT INDICATOR. HAD TO ALSO REPLACE WIRE TERMINAL.			141.85	33.15	175.00
	1.00	1P-330-0543-01-0	LIGHT ASSY			33.15	
SO26	MUL	3. BREATHING AIR FLEX HOSES ARE DRY ROTTED FROM TAKES TO VIP OF LADDER. (16.0) (RO) (RA) REMOVED BREATHING AIR LINES FROM LADDER. (RA) (JT) MEASURED BREATHING AIR LINES FOR REPLACEMENT. (HA) (RO) (JT) INSTALLED NEW BREATHING AIR LINES. CLEANED AND SECURED BREATHING AIR LINES.			1312.68	1087.32	2400.00
	1.00	SUNAR-4P0226	2 FLEX HOSES, EACH			1087.32	
SO10	646	4. NON SKID MATERIAL AT LADDER PIVOT MISSING. (2.0) (RA) CLEANED BOTTOM RING OF LADDER AND APPLIED SKID GUARD.			150.00		150.00
IC70	MUL	5. ADJUST ALL TYP CONTROL SPEEDS (16.0) (RP) REMOVED PANELS AND PLUG TO GAIN ACCESS. (RP) SET TYP CONTROL TIMING ON AERIAL FUNCTIONS. COULD NOT SET VOLTAGE ON SWING CONTROLLER. LOWER/RAISE CONTROLLER OPERATE AT START. NEED TO REPLACE BOTH CONTROLLERS DUE TO WEAR. (RP) ADJUSTED VOLTAGE ON NEW SQ CONTROLLERS TO SLOW DOWN ROTATION SPEED. REINSTALLED PANELS AND COVER. SET ANNY LADDER.			1148.23	51.77	1200.00
	1.00	CC-SC1 800 562	ADJUSTER			51.77	
LT70	042	6. SMALL LEAK AT REAR OF LADDER IN SWIVEL AREA. PRESSURE WASH TO FIND LEAK AND GIVE ESTIMATE ON REPAIR. (2.0) (RP) SET TRUCK UP AND PRESSURE WASH SWIVEL AREA. RAN LADDER. NO LEAKS FOUND.			150.00		150.00
LT70	042	7. LEFT REAR OUT RIGGER WORK LIGHT IS INOPERABLE. BULB OR WIRING ONLY. (1.0) (RP) REPLACED BULB AND REPAIRED WIRING.			71.94	3.06	75.00
	1.00	1P-82571	MINI BULB			3.06	
LD73	046	8. ALL 4 OUT RIGGER JACK PADS ARE TIGHT IN MOUNTING BRACKETS (3.0) (HA) CLEANED, STRAIGHTENED AND LAMED OUTRIGGER PAD CRACKS. OUTRIGGER PADS AND CRACKS HAVE TOO CLOSE TOLERANCES TO WORK PROPERLY AFTER PADS BECOME CRACK FROM USE.			285.00		285.00
BD01	045	9. TRUSS PLATE AT BASE OF LADDER HAS LOOSE AND STRIPPED SCREWS. (1.0) (RA) TAPPED OUT MOUNTING HOLES AND REPLACED FASTENERS.			105.00		105.00
ED70	042	10. WOULD NOT HOLD DRIPT DOWN TEST AT 0 DEGREE LADDER ELEVATION. (RP) REASSEMBLE AERIAL DRIPT DOWN TEST PROCEDURES. DURING NORMAL TEST DRIPT WAS OK BUT WHEN WE REMOVED AIR HOSE AT 0 DEGREE, LADDER ELEVATION WOULD NOT HOLD. (RP) SET UP AERIAL FOR DRIPT TEST 5" (4.5") (RP) SET TRUCK UP TO PROPER ELEVATION DRIPT. NOW EXCESSIVE DRIPT NOTED. (RP) SET LADDER UP TO DO DRIPT TEST. ADDED CONTAINER TO TYP WITH WATER FOR LOAD. APPROXIMATELY 400 LBS. MEASURED AT			350.00		350.00



# SLAGLE'S FIRE EQUIPMENT & SUPPLY CO., INC

1818 OLD DUNBAR RD  
W. COLUMBIA, SC 29172-1937  
803-791-4555

FAX 803-739-2327 WWW.SLAGLEFIRE.COM

Repair Order #4001429

Date : 3/16/06

Page : 2

Center : 1

P.O.# :43171

<b>Customer :</b> OCONEE COUNTY <b>Address :</b> 415 SOUTH PINE STREET <b>City :</b> WALHALLA, SC 29691 <b>Phone 1 :</b> ( 864 ) 638-4220 <b>Ext :</b> F.D. <b>Phone 2 :</b> ( 864 ) 638-4225 <b>Ext :</b> FAX	<b>BUILDER :</b> 1989 GRUM GRUMMAN <b>UNIT # :</b> PLATFORM 1 <b>STYL :</b> AER 102 <b>VIN :</b> 1G9ACDDTXKR088020 <b>Engine :</b> DETROIT 8V92TA <b>PUMPS :</b> WCMU-150 <b>Mileage :</b> 20143 <b>S.O. :</b> 18205
--	--

Op	Tech	Description	Part Number	Part Description	Reason for Replacement	Labor	Parts	Subtotal
		3" ON CYLINDER						
2000		M02 11. RIGHT REAR GRAB BAR AT REAR OF BODY IS LOOSE.				50.00		50.00
		(RA) TIGHTENED ALL FASTENERS FOR REAR GRAB BARS. SOME ARE STRIPPED.						
		(TT) REMOVED ACCESS PANELS ON BOTH SIDES AND REPLACED ALL MOUNTING BARRERS.						
		SECURED WIPER NUTS. POT COVERS BACK ON.						
1000		042 12. LADDER RAISE/LOWER AND SWING LEFT AND RIGHT CONTROLLERS ARE BAD.				50.18	1589.82	1640.00
		(RP) REPLACED PD CABLE CONTROLLERS. (RP) REMOVED FUNCTION LABELS FROM OLD CONTROLLERS. REMOVED ADHESIVE AND REINSTALLED LABELS ON NEW CONTROLLERS.						
		1.83	EM-10231030	CONTROLLER, ROTATION			774.01	
		1.00	RM-10231020	CONTROLLER, ROTARY			194.81	
MISC		48 13. WASH TRUCK. NO CHARGE TO CUSTOMER.				0.00		
LD00		042 14. SET UP AERIAL AND OPERATE FOR FIRE DEPT. AND ADJUST PLATFORM LEVELING SPEED. NO CHARGE TO CUSTOMER. (RP) SET UP AERIAL AND OPERATED.				0.00		
		ADJUSTED PLATFORM LEVELING SPEED.						

OK	Bad	Recommendation	OK	Bad	Recommendation	OK	Bad	Recommendation

P.O. # 43171

\*\*\*\*\* INVOICE \*\*\*\*\*

TERMS: NET 10 DAYS    WARRANTY IS 90 DAYS, UNLESS SPECIFIED OTHERWISE.

Please remit in the enclosed envelope to:

SLAGLE FIRE EQUIPMENT  
1100 BILL TUCK HIGHWAY  
SOUTH BOSTON, VA 24592-7136

Labor : \$5,112.32  
Parts : \$3,077.68  
Subtotal : \$0.00  
Other Fees : \$0.00  
Misc/Supply : \$0.00  
Subtotal : \$8,190.00  
Sales Tax : \$153.88

Paid By :  
Dr Account    Total : \$8,343.88  
Pay Ref :        Paid : \$0.00  
                    Due : \$8,343.88

Rapid Service  
Nationwide HOT Line

SOUTH BOSTON, VA.

NATIONWIDE  
1-800-446-8896

QUOTATION FROM



FIRE APPARATUS  
New & Used  
EQUIPMENT & SUPPLIES

-MAIN OFFICE-

1100 BILL TUCK HWY - SOUTH BOSTON, VA 24592-7138  
PHONE (804) 575-7905 FAX (804) 572-3373

-BRANCH OFFICE-

1818 OLD DUNBAR ROAD P.O. BOX 2184 CAYCE, S.C. 29171  
PHONE (803) 791-4555 FAX (803) 739-2327

Rapid Service  
Nationwide HOT Line

CAYCE (Columbia) SC

NATIONWIDE  
1-800-446-8896

COLUMBIA CUSTOMERS  
803-791-4555

Q No 014774

TO Ron Smith  
Ocean Vehicle Maintenance

ATTENTION \_\_\_\_\_

For the 1-864-888-1450

QUOTED FROM VA OFFICE OR REP   
SC OFFICE OR REP

DATE 02-27-06

WE ARE PLEASED TO QUOTE AS FOLLOWS:

		PRICE
①	Labor to Install 2 Controllers on Pumper / LADDER	\$ 350.00
②	Two Controllers at \$794.91 each / TRUCK	\$ 1589.82
③	Does Not Include Tax or Freight Total Parts and Labor	
THIS QUOTATION VALID FOR _____ DAYS. PLEASE CALL IF EXTENSION IS NEEDED		\$ 1939.82

TERMS:  Net 30 on invoice delivered  
 Cash on delivery of items  
 \_\_\_\_\_  
 FOB:  Shipping point (Cayce/South Boston/Branch)  
 Destination  
 \_\_\_\_\_  
 DELIVERY: \_\_\_\_\_

REMARKS \_\_\_\_\_

JACK L. SLAGLE FIRE EQUIPMENT  
& SUPPLY CO., INC.

BY Roger B. [Signature]

NOTE: Standing Guarantee - Products supplied by us are warranted to be free from defects in material and workmanship at time of shipment. Our liability hereunder is limited to the purchase price of any merchandise proved defective or, at our option, to the replacing of such merchandise upon its return to us by the buyer, transportation charges prepaid, with other merchandise of the grade warranted and with due allowance made for the service rendered by the merchandise returned.

# COMPLETED WORK ORDERS

OCONEE COUNTY

Sorted By: Work Order ID

4/8/2008

WOP: 27744 Asset ID: AERIAL 1 Description: 1555 PLATFORM TRK Type: Master Asset: Assigned To:	Code: Model: BVEZTA Group:	Date Created: 7/7/2005 Serial#: 1G9ACEDTXMRO88Q20 Schedule: Budget ID: 102	Date Completed: 7/29/2005 Miles: User 3: User 4:
--	----------------------------------	---	---

FREE'S RADIATR: \$200 CORE CREDIT'D

Description Of Work

PartNo	Description	Units	Unit Cost	Quantity	Total Cost	Stock
04 0635	MOTR. BOGGS		\$72.83	1,000	\$72.83	Y
122000	ELEC KIT. BOGGS		\$55.68	1,000	\$55.68	Y
2 3/8"	HOS. BOGGS		\$2.66	2,500	\$6.70	Y
20431	HOSE		\$11.82	1,000	\$11.82	Y
23503925	THERM 150.WW WILLIAMS		\$46.60	2,000	\$93.20	Y
25-7280	V-BELT NAPA		\$5.82	2,000	\$11.64	Y
25-9610	B-BELT NAPA		\$10.86	3,000	\$32.64	Y
32	RANDO HYD OIL/BULK GALLN		\$3.81	6,000	\$22.86	Y
4105	COOL FILTR STRIP		\$1.81	1,000	\$1.81	Y
5132155	SFAL VVW WMS		\$17.00	2,000	\$34.00	Y
60833	HOS. BOGGS TRACTR		\$31.06	2,000	\$62.12	Y
611	STIK HOS. NAPA		\$6.04	1,000	\$6.04	Y
619	STIK HOS. NAPA		\$10.13	1,000	\$10.13	Y
620	STIK HOS NAPA		\$10.79	2,000	\$21.58	Y
700-1006	BK TEST KIT. NAPA SE		\$50.80	1,000	\$50.80	Y
ANTIFRZ	COOLANT GAL		\$7.25	6,000	\$43.50	Y
EW86428	BOIL. OUT&REPAIR RADIATR. FREE'S		\$1,275.00	1,000	\$1,275.00	Y
H-151	HEAT HOS. NAPA		\$1.22	3,000	\$3.66	Y
H-158	HEAT HOS. NAPA		\$0.73	4,000	\$2.92	Y
M720	CLEANR		\$1.51	2,000	\$3.02	Y
PD35470	MISC GASKTS. WW WMS		\$13.93	1,000	\$13.93	Y
R23508802	H2O PUMP 6&8V/\$200 CORE CREDIT		\$211.24	1,000	\$211.24	Y

# COMPLETED WORK ORDERS

OCONEE COUNTY

Sorted By: Work Order ID

WOW-2006s Asset ID: HAZMAT	Code: Model: F600	Date Created: 8/16/2005 Serial#: R50DVCG88D5	Date Completed: 8/31/2005
Description: 1978	Type: UNKNOWN EQUIP/Group: 15	Schedule:	Mile: 0.0
Master Asset:	Assigned To:	Budget ID: 102	User 3: User 4:

Description Of Work

Part#	Description	Units	Unit Cost	Quantity	Total Cost	Stock
PO42800	FRONT-END REBLT. MCLERS GARAGE		\$1,472.94	1.000	\$1,472.94	N
Notes: 1V88894/ADDITIONL. 8 TOR-RIGHT. 23641/DE						

Employee	Hours	Labor Rate	Labor Cost

Parts Total:	\$1,472.94
Labor Total:	80.00
<b>Total:</b>	<b>\$1,472.94</b>

ReBlt Front End and Alignment.

# COMPLETED WORK ORDERS

OCONEE COUNTY

Sorted By: Work Order ID

Page 2 of 2

4/6/2006

WOI: 27744      Code:      Date Created: 7/7/2005      Date Completed: 7/29/2005  
 Asset ID: AERIAL 1      Model: SV92TA      Serial#: 1G9ACDDTAKR088020  
 Description: 1988 PLATFORM TRK      Schedule:      Miles:  
 Type:      Group:      Budget ID: 102  
 Master Asset:      User 3:  
 Assigned To:      User 4:

Part No	Description	Units	Unit Cost	Quantity	Total Cost	Stock
YK10282	STANT RADIATR CAP, 900GS		\$10.71	2.000	\$21.42	Y

Employee	Hours	Labor Rate	Labor Cost

Parts Total:      \$2,068.75  
 Labor Total:      \$0.00  
 Total:      \$2,068.75

*New water pump and Radiator repair.*

# COMPLETED WORK ORDERS

OCONEE COUNTY

Sorted By: Work Order ID

Page 1 of 1

4/6/2008

WOE: 28441	Code:	Date Created: 2/2/2008	Date Completed: 2/28/2008
Asset ID: AERIAL 1	Model: 84S2TA	Serial#: 1G9AC0011XKRO88020	
Description: 1988 PLATFORM TRK	Type: UNKNOWN EQUIPMENT group: 21	Schedule:	Mile: 19,450.0
Master Asset:	Budget ID: 102	User 3:	
Assigned To:		User 4:	

### Description Of Work

Part No	Description	Units	Unit Cost	Quantity	Total Cost	Stock
AB9138	5" AKRON VLV KIT SLAGLE <i>Notes: IV 10023198-01</i>		\$121.19	1.000	\$121.19	N
FREIGHT	FRT CHGS SLAGLE <i>Notes: IV 10023198-01</i>		\$36.75	1.000	\$36.75	N
FREIGHT	LFS SLAGLE <i>Notes: IV 10023198-02</i>		\$28.97	1.000	\$28.97	N
KM11140841	WEAR PADS SLAGLE <i>Notes: IV 10023198-02</i>		\$70.89	2.000	\$141.38	N
KM11140881	WEAR PADS SLAGLE <i>Notes: IV 10023198-02</i>		\$63.73	2.000	\$127.46	N

Employee	Hours	Labor Rate	Labor Cost

Parts Total:	\$458.75
Labor Total:	\$0.00
<b>Total:</b>	<b>\$458.75</b>

*WEAR PADS FOR LADDER.*

# COMPLETED WORK ORDERS

OCONEE COUNTY

Sorted By: Work Order ID

Work: 29769	Code:	Date Created: 2/7/2006	Date Completed: 2/28/2006
Asset ID: TANKER 9	Model: XME FL80	Serial#: 1FVASK8831HJ35467	Mileage: 5,800.0
Description: 2001 TANKER FREIGHTLINER	Type: UNKNOWN EQUIPMENT Group: 21	Schedule:	Budget ID: 102
Master Asset:	Assigned To:	User 3:	User 4:

Description of Work

PartNo	Description	Units	Unit Cost	Quantity	Total Cost	Stock
60W90 PAIL	5 GALLON		\$89.32	1.000	\$89.32	Y
C2808U	EXHAUST BRAKE		\$504.90	1.000	\$504.90	Y

Employee	Hours	Labor Rate	Labor Cost

Parts Total:	\$574.22
Labor Total:	\$0.00
<b>Total:</b>	<b>\$574.22</b>

EXHAUST BRAKE

# COMPLETED WORK ORDERS

COCKEE COUNTY

Sorted By: Work Order ID

4/6/2006

WOV: 28932      Code:      Date Created: 1/5/2006      Date Completed: 1/31/2006  
 Asset ID: ENGINE 7      Model: 1999 FREIGHTLINR      Serial#: 1FV6JLCB3XHA27251  
 Description: FL80 FIRETRUCK      Schedule:      Miles: 0.0  
 Type: UNKNOWN EQUIPMENT Group: 21      Budget ID: 102  
 Master Asset:      User 3:  
 Assigned To:      User 4:

Description of Work

01/05/06 TH CORES CREDIT'D W/CHRISTOPHR TRKS @ \$150-

12-12-05  
 COMPLAINT: BRAKES BAD  
 RESOLUTION: REPLACED ALL BRAKES AND DRUMS  
 MECH: GARRY HIGHTOWER AND DALE CULP

PartNo	Description	Units	Unit Cost	Quantity	Total Cost	Stock
40B	15W40 BULK OIL		\$1.37	4.000	\$5.47	Y
DEX	EXXON TRAN FLUID QT		\$1.62	4.000	\$6.49	Y
GUN3900AX	BRAK DRUM CHRISTOPHR TRKS <small>Notes: REQ#43097AV#2 15193</small>		\$117.76	2.000	\$235.52	N
GUN378X	BRAK DRUM CHRISTOPHR TRKS		\$115.00	2.000	\$230.18	N
TDA/XK3014707QP	RELINED BRAKE CHRISTOPHR TRKS		\$88.01	2.000	\$176.02	N
TDA/XK3014720QP	REMAN-SHO CHRISTOPHR TRKS		\$105.85	2.000	\$211.70	N

Employee	Hours	Labor Rate	Labor Cost

Parts Total: \$665.37  
 Labor Total: \$0.00  
 Total: \$665.37

*Brake Repair*



# KEOWEE FIRE COMMISSION

115 Maintenance Road  
Salem SC 29676  
864-944-8666  
[KFC@KKFD.org](mailto:KFC@KKFD.org)

## Commissioners

Tom Alms  
Don Chamberlain  
Thelma Graeb  
Jack Leitch  
Ray Schmitter

March 8, 2006

To: Mr. Ron Rabun, County Administrator

RE: Amendments to County Ordinance 2003-12

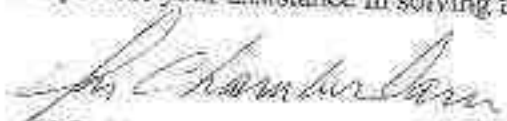
Dear Mr. Rabun,

Attached please find a suggested change to the Ordinance 2003-12 in order to clarify the Ordinance for the Keowee Fire Tax District. The critical components include a rotation for election of Commissioners as well as replacement should that be required.

I have also attached a letter from the Office of the Secretary of State regarding reporting requirements for the State of South Carolina. We do feel that the Oconee County Administrator should receive an annual report along with the next year's budget and request for tax rate. The Administrator can distribute these documents to the appropriate departments as required.

Thank you for your assistance in solving some of our Ordinance issues. Please let me know if I can clarify any issue or aid in obtaining passage of this request by the Oconee County Council. It is important to pass the voting changes in timely fashion so that the voting changes can take effect at this year's General Election.

Thank you for your assistance in solving these Ordinance issues.



Donald S. Chamberlain M.D.  
Chairman, Keowee Fire Commission

# KEOWEE FIRE COMMISSION

115 Maintenance Road  
Salem SC 29676  
864-944-8666

March 8, 2006

To: Oconee County Council  
Re: Request to modify Ordinance 2003-12

The Keowee Fire Commission requests modification of Ordinance 2003-12 to meet the needs of the Commission and clarify the document.

In order to remedy the current situation of having the entire Keowee Fire Commission elected in the same year, the Commission proposes Section 3.02 be changed to read:

*Section 3.02, Election of Commissioners. The Commission shall consist of five Commissioners, each elected to a 4-year term in the regular November general election in even number of years. To achieve this rotation, the three candidates receiving the highest number of votes in the 2006 general election shall be elected as Commissioners to four-year terms. The next two highest candidates shall be elected to two-year terms. All five Commissioners term of office shall begin January 1, 2007. In the 2008 general election, the two candidates receiving the highest number of votes shall be elected to four-year terms and the term of office shall begin January 1, 2009. The term of office in all subsequent elections shall be four years. Candidates for Commissioner shall be qualified electors of the Tax District and shall meet the candidate filing and reporting requirements of the County. Up to five initial Commissioners shall be elected in a special election held on August 12, 2003 and shall take office upon their election for terms ending December 31, 2004.*

To avoid having a vacant seat on the Keowee Fire Commission, the Commission proposes the first sentence in Section 3.03 be changed to read:

*Section 3.03, Filling of Vacancies. Any vacant seat on the Commission may be filled by appointment of an interim Commissioner by the remaining members of the Commission. The seat of this interim Commissioner shall be filled at the next general election. In the event all five Commission seats become vacant, County Council shall appoint one person, who is a qualified elector of the Tax District, to serve as Acting Commissioner only until such time as an election can be held and one or more new Commissioners are elected.*

The Keowee Fire Commission recommends the deletion in Section 4.04 of the requirement for a biannual filing to the South Carolina Secretary of State since the SC Secretary of State attorney has ruled that this is not required for our Special Tax District. (see letter attached).

Also modification of the requirement to provide a biannual report to the County Auditor since that requirement cannot be found in the statutes for a Special Fire Tax District.

*Section 4.04, Reporting Responsibilities. The Commission shall be responsible for submitting a year-end report accompanied by a budget and request for the next year tax rate (in mills) to the Oconee County Administrator who will distribute the report to the Council and County offices and departments as required.*

Thank you for your review and recommendations on modifying the Ordinance that determines the actions of the Keowee Fire Commission.

Don Chamberlain  
Chairman  
Keowee Fire Commission

State of South Carolina  
Office of the Secretary of State  
The Honorable Mark Hammond

1305 PENDLETON STREET, SUITE 525  
COLUMBIA, SC 29201

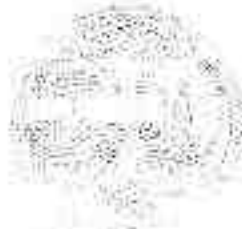
Information  
(803) 734-2170  
www.sosof.com

Business Filings  
(803) 734-2138

P.O. BOX 11380  
COLUMBIA, SC 29211

Boards/Commissions  
(803) 734-3119

Notaries  
(803) 734-2512



July 19, 2005

Dan Chamberlain  
2 Caxswain Place  
Salem, SC 29676

Re: Keowee Special Fire Tax District

Dear Mr. Chamberlain:

Thank you for your correspondence regarding the above-referenced entity. At this time, our office has determined that special tax districts are not included in the notification requirements to our office under S.C. Code Ann. §6-11-1610 *et seq.* (Act 488 of 1984). Oconee County Ordinance 2003-12 appears to establish this entity as a special tax district. Please note that you should contact your county auditor and/or county attorney regarding reporting requirements of other offices.

I hope this is of assistance. If you have further questions, please contact me at (803) 734-0246.

With regards,

  
Susan J. Rose  
Deputy General Counsel

Charles  
(803) 734-1790

Trademarks  
(803) 734-1790

Employment Agencies  
(803) 734-1958

Fax  
(803) 734-2164

Information  
Technology  
(803) 734-2145

Investigation  
(803) 734-1792

**PROPOSED FISCAL YEAR 2006-07 BUDGET SCHEDULE:**

**Tuesday, April 25, 2006:**

**Mr. Rabun release budget to Council**

**Budget Workshops/Meetings:**

**10:00 am Tuesday, May 2, 2006**

**9:00 am Wednesday, May 3, 2006**

**9:00 am Thursday, May 4, 2006**

**10:00 am Thursday, May 11, 2006 (School**

**District present their request)**

**9:00 am Monday, May 15 (if needed)**

**Budget Readings:**

**1<sup>st</sup> Reading: 5/16/06 – 7:00 pm**

**2<sup>nd</sup> Reading & Public Hearing: 6/6/06 – 3:00 pm**

**3<sup>rd</sup> Reading: 6/20/06 – 7:00 pm**

Joy, I m trying to schedule some budget meetings right now, can I get back with you toward the end of the week to let you know what I have. Thanks, og

---

**From:** Joy Brooks  
**Sent:** Monday, April 10, 2006 2:23 PM  
**To:** Opal Green  
**Subject:** council chambers

May I use the Council Chambers for training on the following dates and times:

Tues. May 9 10am, 2pm, 4pm

Thursday May 11 2pm, 5pm

Tuesday May 23 10am, 2pm

Thursday May 25 2pm, 5pm

Tuesday May 30 10am, 2pm

Thursday June 1 2pm, 5pm

And is there anything going on during this time that would prevent me from leaving the equipment set up and against the walls?

Jay A. Brooks, Director

Oconee County Voter Reg. & Elections

415 S. Pine Street

Walhalla, SC 29688