

6/6/06

MAY 23, 2006

BERRY NICHOLS
211 WEST PARK DR
WALLHALLA, S.C. 29691

TO:

MR. RON KABUN CO ADM.
MR. FRANK ABLIS CO COUNCIL
MR. THOMAS CRUMPTON CO COUNCIL
MR. STEVEN MOORE CO COUNCIL
MR. MARTIN LYLES CO COUNCIL
MR. WILLIAM RINEHART CO COUNCIL

SENATOR THOMAS ALEXANDER: TXA@statehouse.sc.gov
REPRESENTATIVE BILL WHITMIRE: WhitmirB@statehouse.sc.gov
REPRESENTATIVE BILL SANDIFER: WSB@statehouse.sc.gov
REPRESENTATIVE BECKY MARTIN: BRM@statehouse.sc.gov

SUBJECT: REFERENDUM TO INCREASE COUNCIL/SCHOOL BOARD MEMBERS

REFERENDUM THAT WILL ALLOW VOTERS IN OCONEE CO. DECIDE IF THEY WANT TO INCREASE THE NUMBER OF ELECTED OFFICIALS ON COUNCIL AND SCHOOL BOARD FROM FIVE TO SEVEN MEMBERS.

THIS IS TO PREVENT HAVING A VOTE TAKEN, WITH ONLY THREE MEMBERS PRESENT AN ORDINANCE OR BUDGET CAN BE PASSED BY A MAJORITY OF TWO. I AM ASKING THAT YOU TAKE THIS INTO CONSIDERATION IN ORDER TO HELP EVERYONE IN OCONEE CO. RECEIVE THE VERY BEST REPRESENTATION POSSIBLE AND TO INSURE THAT WE CONTINUE TO KEEP THIS CORNER OF SOUTH CAROLINA AS GOLDEN/GREEN AS POSSIBLE.

WE HAVE COLLECTED APPROXIMATELY 2000 VOTER SIGNATURES, HOWEVER WE ARE RUNNING OUT OF TIME. THIS IS WHY I AM ASKING FOR YOUR HELP IN GETTING THIS REFERENDUM ON THE NOVEMBER BALLOT.

WITH YOUR HELP AND INPUT, I HOPE THIS CAN BE ACCOMPLISHED.

SINCERELY
Berry Nichols
BERRY NICHOLS



Oconee County Sewer Commission

623 Return Church Road Seneca, South Carolina 29678

Phone: 864-972-3900 Fax: 864-972-3917

June 6, 2006 REVISED

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

RE: 2006-2007 Sewer Commission Budget

Dear Mr. Rabun,

Attached find a copy of the Oconee County Sewer Commission's 2006-2007 Budget which includes the 2005-06 Supplemental for your review. This budget will be presented for approval by the Sewer Commission at the June 5, 2006 meeting. We are requesting to be included on the agenda for the June 6, 2006 County Council Meeting to present the budget and answer questions.

Members of the Finance Committee and Mr. Robert Winchester, our General Superintendent, will accompany me and be available to discuss the budget.

Facts about the Budget

- A) The total budget is down \$171,961.00 overall.
- B) This budget contains major Capital Projects in the amount of \$345,000 all of which are carryover projects from the 2005-06 Budget. These Capital Projects include the replacement of existing equipment from the Depreciation Fund. (schedule attached)
- C) The SWAG Capital Upgrades and Expansion expense of \$609,947 is added. This expense will be paid by the cities from funds received from the county per the SWAG Agreement.
- D) Infrastructure Projects expense is in the amount of \$1,000,000 and is carried over from the 2005-06 Budget. This cost will be transferred from OCSC Depreciation Fund.
- E) The user fees to the cities will decrease by \$26,430 due to a change in accounting procedures for unmetered flows. In actuality, the sewer fee will be the same \$2,480,823.00 including the unmetered flows. **Pro rata shares for the cities were determined at the June 5, 2006 Oconee County Sewer Commission meeting per the attached worksheet.**
- F) Transfer from Retained Earnings from Prior Years decreased \$14,414.00.
- G) The O&M costs plus a contingency fund of \$90,000 and principal payments for the SRLF loan increased a total of \$76,539. This includes \$46,667.00 added to Pretreatment Expense that will be reimbursed by Industrial Pretreatment for site specific studies. The total cost of the site specific studies is \$70,000.00 to be invoiced over an 18 month period.
- H) The budget includes a total of 20 employees. The same number as last year.
- I) A 3 % Cost of Living increase is included in the Salaries Line Item.

- J) Employer Retirement Costs increased from 7.55% to 8.20%.
- K) Health insurance costs only increased 6% (medical only).
- L) Building, Vehicle and Liability Insurance Budget remained the same.
- M) The actual funding of Depreciation expense in the sewer use fees will remain at \$445,591.
- N) Interest expense for the Loan is included in the O&M budget in the amount of \$195,197.
- O) The budget does not contain any County funding.

The Sewer Commission requests that County Council approve the proposed 2006-2007 budget, to include the transfer from contingency to make adjustments to line items within the total budget.

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

Sincerely,

Howard S. Adams
Chairman OCSC

CC: County Council Members by e-mail via Opal Green
Commissioners

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

Gallons Metered, All Cities

2005 Flow = 1,150,479,472 Gallons

Percentages and Metered Flows By Cities

	<u>Seneca</u>		<u>Walhalla</u>		<u>Westminster</u>	
	<u>%</u>	<u>Gallons</u>	<u>%</u>	<u>Gallons</u>	<u>%</u>	<u>Gallons</u>
2005	58.25	670,112,872	23.82	274,011,500	17.93	206,355,100
Monthly Base		55,842,739		22,834,292		17,186,258

Gallons/Year Based on 2005 Flow
1,150,479,472

User fees needed to balance budget = 2,454,393

Seneca	=	\$1,429,683.92 /yr.	=	\$119,140.33 /mo.
Walhalla	=	\$584,636.41 /yr.	=	\$48,719.70 /mo.
Westminster	=	\$440,072.66 /yr.	=	\$36,672.72 /mo.

Total	\$2,454,393	\$204,532.75
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Total July 2005 - April 2006 unmetered flows (\$21,848.77) were credited to the cities on a monthly basis in fiscal year 2005-06 based on the following percentages:

Total Unmetered Flows = \$21,848.77			
Seneca	61.84%	\$13,511.28 /yr.	1,351.13 /mo.
Walhalla	22.33%	\$4,878.83 /yr.	487.88 /mo.
Westminster	15.83%	\$3,458.66 /yr.	345.87 /mo.

Infrastructure Funds To Be Billed to the Cities

County Revenue Shares to the Cities (SWAG)		\$609,947
Seneca	58.25%	\$355,294.13
Walhalla	23.82%	\$145,289.37
Westminster	17.93%	\$109,363.50

OCONEE COUNTY SEWER COMMISSION
2006-07 BUDGET

Fig. 1

ACCOUNT CODE	LINE ITEM	SECOND SUPPLEMENTAL		
		2005/06 BUDGET/YR	2005/06 BUDGET/YR	2006/07 BUDGET/YR
5000	Salaries	637,066	636,566	689,101
5020	Overtime	15,918	20,000	18,934
5040	Social Security	50,134	50,390	54,096
5060	Retirement	50,482	50,719	57,985
5080	Workers' Compensation	21,000	18,600	21,000
5090	Commission Compensation	10,800	10,800	10,800
5100	Travel & POV Mileage	780	100	200
5120	Seminars, Meetings, Workshops	2,500	2,500	2,500
5140	Professional Dues and Fees	1,400	1,400	1,400
5160	Training Courses & Materials	800	800	800
5180	Accounting Fees	1,000	500	1,000
5200	Audit Fees	9,000	9,011	9,000
5220	Engineering Fees	20,000	20,000	20,000
5240	Legal Fees	20,000	20,000	20,000
5280	SRLF Management Fees	1,200	1,200	1,200
5300	SCDHEC Fees	4,000	4,000	4,000
5320	SCDHEC Fines			
5340	Insurance, Health	85,990	71,000	90,612
5360	Insurance, Buildings	10,000	8,978	10,000
5380	Insurance, Vehicles	5,000	4,179	5,000
5400	Insurance, Liability	4,000	4,225	4,600
0000	Insurance, Unemployment	0		
420	Surety Bond	1,200	1,180	1,200
5440	Supplies, Safety Equipment	1,800	2,200	1,800
5460	Supplies, Office	3,520	3,520	3,500
5480	Office Equip. & Service Contracts	2,000	2,100	2,100
5500	Supplies, Janitorial	1,000	1,000	1,000
5520	Lubricants	4,000	4,000	4,000
5540	Supplies, Medical	100	100	100
5560	Medical, Hepatitis B Vaccine	500	150	500
5580	Supplies, Operations	2,000	2,000	2,000
5600	Laboratory, Supplies	12,000	16,500	13,000
5620	Laboratory, Equipment Calib.	750	750	750
5640	Laboratory, Toxicity Analysis	7,000	7,800	8,000
5660	Laboratory, Inf./Eff. Analysis	8,000	10,000	10,000
5680	Process Chemicals	50,000	60,000	60,000
5700	Uniforms	6,650	6,150	4,355
5720	Telephone	4,500	3,500	3,500
5730	Garbage	250	275	250
5740	Electricity	400,000	410,000	405,000
5760	Water, Plant	1,600	2,200	2,000
5780	Water, Pump Stations	1,500	1,600	1,500
5790	Natural Gas	140,000	150,000	145,000
5800	Fuels	12,500	12,500	13,600
5820	Printing and Publications	900	1,200	1,200
5840	Postage	1,750	1,850	1,750
5860	Equipment Rentals	1,000	1,000	1,000
5900	Advertising	500	100	500
5920	Miscellaneous	500	750	1,000
6000	Misc., UPS, Shipping, Freight	500	500	500
6020	Misc., Employee Physicals	675	125	625
6040	Misc., Employee Christmas	1,500	1,492	1,750

6090 Sludge Disposal 55,000 50,000 60,000

OCONEE COUNTY SEWER COMMISSION
2006-07 BUDGET

Pg. 2

COUNT CODE	LINE ITEM	SECOND SUPPLEMENTAL		
		2005/06 BUDGET/YR	2005/06 BUDGET/YR	2006/07 BUDGET/YR
6120	Maint., Vehicles	8,000	8,000	5,000
6140	Maint., Off-Road Vehicles	4,000	5,500	5,000
6180	Maint., Buildings	3,000	6,000	5,000
6180	Maint., Grounds	2,000	2,000	2,000
6200	Maint., Pump Stations	30,000	34,000	35,000
6210	Maint. Sludge Dryer	20,000	27,000	25,000
6220	Maint. Treatment Plant	23,000	123,000	25,000
6240	Maint., Service Contracts	4,500	5,000	4,500
6260	Maint., Tools Purchased	2,000	2,000	2,000
6280	Maint., Trunk Lines	6,000	12,000	10,000
6320	Capital Expenditures	16,000	2,500	16,000
6340	Capital Expend., Vehicles	60,000	60,500	0
6360	Cap. Exp., Safety Equipment	3,000	3,000	3,000
6400	Depreciation (Amt to be covered by current y. revenues = \$445,591)	787,486	787,486	757,859
7200	Interest Expense	212,366	212,366	195,197
	Pretreatment Expenditures (see attached schedule)	97,800	97,710	146,553
	O & M TOTAL	2,953,737	3,107,467	3,013,107
1340	Contingent Fund	90,000	70,819	80,000
480	SRI F Principal & Loan Coverage Payments (5731,036 - 5166,107)	519,570	519,570	538,739
	SUBTOTAL	609,570	590,389	626,739
	Capital Improvements	593,500	525,500	345,000
	SWAG Capital Upgrades & Expansion	609,947	609,947	609,947
	Infrastructure Projects (Martins Creek)	1,000,000	1,000,000	1,000,000
	GRAND TOTAL	5,766,754	5,833,303	5,594,793

PROJECTED REVENUE SOURCES

A.	Sewer Usage Fees	2,480,823	2,480,823	2,454,393
	Unmetered Flows (Westminster)		26,430	26,430
B.	SWAG Capital Upgrades & Expansion Fees (Cities)	609,947	609,947	609,947
C.	Septic Tank Services	86,000	86,000	86,000
D.	Interest Income (non-restricted)	15,000	55,000	55,000
E.	Industrial Pretreatment	117,000	117,719	180,553
F.	Budgeted from Prior Years Retained Earnings	863,884	863,884	849,470
G.	Transfer from Gross Revenue			
H.	Transfer from Depreciation	593,500	593,500	545,000
I.	Transfer from Special Expansion Fund			
J.	Infrastructure Projects (Depreciation Transfer)	1,000,000	1,000,000	1,000,000
	REVENUE TOTAL	5,766,754	5,833,303	5,594,793
	VARIANCE	(0)	(0)	0

OCONEE COUNTY SEWER COMMISSION
2006-07 BUDGET

Page 3

ACCOUNT CODE	LINE ITEM	SECOND SUPPLEMENTAL		
		2005/06 BUDGET/YR	2005/06 BUDGET/YR	2006/07 BUDGET/YR

ATTACHMENT:
SCHEDULE OF EXPENSES FOR CONTRACT SERVICES
Industrial Pretreatment Program

4520	Pretreatment, Salaries	48,403	48,503	49,917
4540	Pretreatment, FICA	3,703	3,718	3,819
4560	Pretreatment, Retirement	3,728	3,740	4,093
4580	Pretreatment, Workers' Comp.	1,313	1,313	1,352
4600	Pretreatment, Insurance	4,613	4,603	4,855
4620	Pretreatment, Materials	650	650	650
4640	Pretreatment, Laboratory	30,000	30,000	30,000
4680	Pretreatment, Travel	3,200	3,200	3,200
4680	Pretreatment, Miscellaneous	2,000	2,000	48,867
TOTAL		97,800	97,719	148,553

Oconee County Sewer Commission
CAPITAL PROJECTS
2006-07

a)	Pumps – Inventory (9) (carryover)	\$200,000
b)	GIS Mapping – sewer system (carryover)	\$ 30,000
c)	Maintenance Management Program (carryover)	\$ 25,000
d)	Painting Light Poles, Pump Stations & Silo (carryover)	\$ 40,000
e)	Repair Floor Secondary Clarifier #1 (carryover)	\$ 20,000
f)	I/I Equipment (carryover)	\$ 30,000
	TOTAL	\$345,000

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: June 6, 2006

COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Public Hearing for Ordinance 2006-15, "THE 2006-2007 BUDGET APPROPRIATIONS ORDINANCE FOR OCONEE COUNTY",

BACKGROUND OR HISTORY:

The County Administrator has presented his proposed 2006-2007 appropriations ordinance for Oconee County to Council for their review in the amount of \$32,462,921 for the fiscal year 2006-2007 budget.

Budget workshops have been held with the Budget and Finance Committee regarding the proposed budget and the implementing ordinance on May 1, May 3, May 4, May 8, May 11, May 16, May 30, and May 31, 2006.

SPECIAL CONSIDERATIONS OR CONCERNS:

First Reading, in title only	May 2, 2006
Second Reading	May 16, 2006
Public Hearing	June 6, 2006
Third and Final Reading	Scheduled for June 20, 2006

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Council receives written and oral comments.

FINANCIAL IMPACT:

The estimated total financial impact of this Ordinance 2006-15 has been included in the information previously submitted to Council.

ATTACHMENTS:

Ordinance #2006-15

Submitted or Prepared By:


Phyllis E. Lombard, CGFO
Department Head

Approved for Submittal to Council:

Ron H. Rabun, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ DDAS

_____ N/A Other

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2006-15

**"THE FISCAL YEAR 2006-2007 BUDGET APPROPRIATIONS ORDINANCE
FOR OCONEE COUNTY"**

Section I: Purpose

PURPOSE: To provide for the levy of taxes and to make appropriations in Oconee County for County purposes; to provide for appropriations and direct expenditures of the County for the fiscal year beginning July 1, 2006 and ending June 30, 2007; to provide for the tax millage for general County purposes.

Section II: 2006-2007 Budget

General Fund:	\$ 39,609,093
Capital Projects Fund:	\$ 4,956,853
Enterprise Funds:	\$ 7,896,975
GRAND TOTAL:	\$ 52,462,921

First Reading, in title only	May 2, 2006
Second Reading	May 16, 2006
Public Hearing	June 6, 2006
Third and Final Reading	Scheduled for June 20, 2006

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 6, 2006
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Public Hearing for Ordinance 2006-16, "THE 2006-2007 BUDGET APPROPRIATIONS ORDINANCE FOR THE SCHOOL DISTRICT OF OCONEE COUNTY AND TRI-COUNTY TECHNICAL COLLEGE".

BACKGROUND OR HISTORY:

The School District presented their proposed appropriations request to Council on Monday, May 8, 2006 for their review.

SPECIAL CONSIDERATIONS OR CONCERNS:

Third and final reading is scheduled for 7:00 p.m. on Tuesday, June 20, 2006.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Council receives written and oral comments.

FINANCIAL IMPACT:

School District of Oconee County

- The School District's estimated total general fund operations and capital budget for fiscal year 2006-2007 is \$77,893,000.
- The total requested funds from local tax levy are \$50,459,900, which includes \$1,633,000 local funds requested for the State mandated Maintenance of Effort. The remainder of the School budget is funded by the State.
- The estimated total tax impact of the Oconee County School District budget ordinance is approximately 131.8 mills (utilizing an estimate of 98% collections rate). This breaks down into 113.8 mills for operations and 18 for school bond debt. The millage will not actually be set until sometime in September or October 2006.

Tri-County Technical College

- The total requested funds from local tax levy are \$867,544. This is an increase of \$44,100 from the prior year.

ATTACHMENTS:

Ordinance #2006-16

Submitted or Prepared By:

Phyllis Lombard

Phyllis E. Lombard, CGFO
Department Head

Approved for Submittal to Council:

Ron H. Rabun, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ DOAS

_____ N/A Other

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2006-16**

**"THE FISCAL YEAR 2006-2007 BUDGET APPROPRIATIONS ORDINANCE
FOR THE SCHOOL DISTRICT OF OCONEE COUNTY AND TRI-COUNTY
TECHNICAL COLLEGE."**

Section I: Purpose

The purpose of this ordinance is to provide for the levy of taxes and to make appropriations in Oconee County for the School District of Oconee County and Tri-County Technical College; to provide for appropriations beginning July 1, 2006 through June 30, 2007; to provide for the tax millage for School operational, capital, and debt purposes and Tri-County Technical College operational purposes.

Section II: SC State Law Provisions

Pursuant to South Carolina Code of Laws § 59-20-40, Oconee County is required to increase the Maintenance of Effort in the amount of \$1,633,000 for the School District of Oconee County.

Section III: 2006-2007 Budget

SCHOOL DISTRICT OF OCONEE COUNTY

School Operations:	\$ 50,459,900
1998 School Bond:	\$ 448,738
2001 School Bond:	\$ 1,358,600
2003 School Bond:	\$ 1,672,888
2004 School Bond:	\$ 1,510,288
2005 School Bond:	\$ 1,755,950
2006 School Bond:	\$ 2,718,342

TOTAL SCHOOLS: \$ 59,924,706

TRI-COUNTY TECHNICAL COLLEGE

Tri-County Tech. Operations: \$ 867,544

TOTAL TRI-COUNTY TECH.: \$ 867,544

GRAND TOTAL SCHOOLS AND TRI-COUNTY TECH. \$ 60,792,250

AGENDA ITEM SUMMARY
COUNCIL MEETING DATE: 6/06/06
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Update regarding "Patriot's Hall" Museum.

BACKGROUND OR HISTORY:

The County owned "Koch Building" located on Short Street, Wailaha, SC on the grounds of the courthouse, was leased to Patriot's Hall Association, Inc. for twenty-five (25) years on August 3, 2003 for the purpose of opening a veteran's museum that was to begin operation no later than three years from August 1, 2003.

CONSIDERATION OR CONCERNS:

While Patriot's Hall has not yet opened we have been informed that the opening is scheduled for July 8, 2006, which is in compliance with the terms of the lease.

STAFF RECOMMENDATION FOR COMMITTEE ACTION:

Update only.

FINANCIAL IMPACT:

At this time, the Patriot's Hall Association has requested no County funds, however, the County is leasing the building to the Association at a cost of \$1.00 annually for twenty-five (25) years.

ATTACHMENTS:

Lease by and between Goose County and Patriot's Hall Association, Inc. dated August 3, 2003.

Submitted or Prepared By:

Opal O. Green
Department Head

Approved for Submittal to Council


Ron H. Rabun, County Administrator

Reviewed By/Initials:

____ N/A _____ Finance

____ N/A _____ Attorney

____ N/A _____ Other

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

LEASE AGREEMENT

THIS AGREEMENT entered into this 8 day of August, 2003, by and between Oconee County, (hereinafter "the Lessor") and Patriot's Hall Association, Inc. (hereinafter "the Lessee"), and the Agreement is executed and delivered in duplicate originals.

ARTICLE I: PREMISES

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

The building known as the Rock Building, located on Shore Street in Walhalla, South Carolina.

ARTICLE II: TERM AND RENTAL

2.1 ORIGINAL TERM

The term of this Lease shall be for a period of twenty-five (25) years, that is, commencing on the 8 day of August, 2003, and ending on the 8 day of August, 2028.

2.2 RENTAL

The rental for the Premises shall be the sum of one (\$1,000) dollar per annum.

2.3 Optional Term

Lessor hereby grants to the Lessee the right and option to renew this Lease for an additional term of twenty-five (25) years, to run consecutively with the original term.

under the same terms and conditions as herein set forth. PROVIDED that the Lessee shall give notice to Lessor of its desire to exercise this option to renew at least nine (9) months prior to the expiration of the original term and PROVIDED FURTHER that all other terms and conditions hereof shall have been fully complied with by the Lessee, and PROVIDED FURTHER that Lessor agrees to renew this Lease. Lessor shall have the right to cancel this lease upon one year's written notice to Lessee if Lessor has a need to use the property for a reason that would give rise to a claim for eminent domain. Lessor agrees that such need shall not include additional parking. Lessor agrees that it will begin operating a veteran's museum within three (3) years of August 1, 2003 and will continue to operate said museum throughout this lease. In the event the premises are uninhabitable because of natural or man-made disaster, Lessee shall have a reasonable amount of time to repair the premises or cancel the lease, at Lessee's option.

ARTICLE III: REPAIR, MAINTENANCE AND UTILITIES

Lessee agrees to accept the Premises which are the subject of the Lease in the same condition and state of repair as exists upon the date of taking possession. Lessee shall be responsible for all maintenance, repairs, improvements and upkeep thereon without exception. Lessor shall have the right to make such changes to the premises as Lessee deems necessary. Lessee agrees that the premises shall comply with all applicable federal, state, and local laws and regulations. Lessee shall be responsible for all utilities associated with the Premises during the term of the Lease and any extensions.

ARTICLE IV: COVENANTS OF LESSORS

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

4.1: To allow Lessees quiet and peaceful possession of the leased Premises so long as same is not inconsistent with the terms of this lease.

4.2: To timely pay any taxes and assessments which may become due and owing on the leased Premises which are not herein assumed by the Lessee.

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

4.4: To allow Lessee to remove their own property and equipment from the Premises at the expiration of the Lease, provided that any damage to the Premises occasioned by such removal be repaired and replaced by Lessee within thirty (30) days of such removal.

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

ARTICLE V: COVENANTS OF LESSEES

The Lessee for itself and its assigns, hereby covenant and agree with the Lessor as follows, to wit:

5.1: To pay the rental when due and not to suffer to exist on the leased Premises any nuisance or any illegal or unlawful activity, nor suffer to exist thereon any condition which would adversely effect the fire insurance rates from those in effect upon the date hereof or which would tend to detract from the general neighborhood. Should the Lessee operate or maintain on the leased Premises any activity or condition which would cause

an increase in the fire insurance rates from those in effect on the date hereof, Lessee shall, upon demand of the Lessor, reimburse Lessor to the full extent of such increase throughout the term of this Lease and any optional period exercised by Lessee.

5.2: That it will not sublet the Premises nor assign this Lease to any other person, firm or corporation, without the prior written consent of the Lessor.

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

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

5.5: That it will, so long as this Lease be in full force and effect and including any optional term, keep and maintain on the leased Premises public liability insurance in such amounts as shall be required from time to time by the Lessor, and in such form as to protect the Lessor and the leased Premises from any claim for injury to person or damage to property upon the leased Premises and shall furnish to the Lessor a copy of the policy

providing such coverage, together with evidence of prompt payment of all premiums due thereon. The Lessor and Lessee agree that the minimum amount of public liability insurance shall be one million (\$1,000,000.00) dollars. The parties shall re-evaluate the amount of minimum coverage needed every five (5) years during the term of this lease. In the event a dispute arises over the amount of coverage needed, the Lessor's determination of the minimum coverage, established with appropriate consultation, shall govern.

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

5.7: Should Lessor find it necessary to bring legal action to cure any default or breach of any covenant or condition hereof, including but not limited to the covenant to pay the rental as stated herein, it is understood and agreed that the Lessor shall be entitled to an award of reasonable attorney's fees, together with all court costs and expenses in connection with the enforcement of its claim.

ARTICLE VI: MUTUAL COVENANTS

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

6.1: If the Lessee shall breach any of the terms of this Lease or if it shall fail to pay the rental for any period in excess thirty (30) days, and if such default continues after ten (10) days written notice to cure the same, then in any such event the Lessor shall have

the right to retake possession of the leased Premises immediately and all rights of possession of the Lessee shall end and the Lessor shall have the right to relet the Premises under such terms and conditions as he may be able, the Lessee remaining responsible for any and all loss of rental suffered by Lessor by reason of a breach of this Agreement.

6.2: If the leased Premises or any portion thereof be hereafter acquired by public authority other than Lessor through eminent domain or condemnation and if such taking or condemnation be such as to materially effect the purpose for which the Premises are rented, the Lessee shall have the right to revoke this Lease. As of the date of entering into this Lease Agreement, the Lessor places no monetary value on the Rock Building and recognizes that Lessee will expend funds to renovate said premises. For this reason, Lessor agrees that if said building is acquired by public authority by condemnation, Lessee shall be entitled to some compensation. It is specifically agreed, however, that the Lessee shall be entitled to compensation for the building only and Lessor shall be entitled to compensation for real property without the building by the taking of the Premises by a condemning authority.

6.3: Dissolution of the corporation, bankruptcy, assignment for the benefit of creditors or receivership by the Lessee, voluntary or involuntary, shall constitute a breach of this Lease at the option of the Lessor, whereupon Lessor shall be entitled to retake possession of the Premises in the same manner as if Lessee had failed to pay the rental when due.

6.4: If the leased Premises be destroyed by fire or other unavoidable casualty which is not due to the negligence of the Lessee or their agents, employees or customers, so as to render the same untenable and unfit for use and occupancy by the Lessees for a

period in excess of thirty (30) days, then at the option of either party this Lease may be rescinded. Provided, however, if the Premises may be repaired and restored to usefulness within a reasonable time, then at the option and expense of the Lessee the Premises may be restored and this Lease preserved and the rental shall cease for such time as the Premises are untenable by the Lessee.

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

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

Sandra C. Smith
Witness

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

Harry B. Hamilton
Oconee County
Lessor

[Signature]
Patriot's Hall Association, Inc.
Lessee

[Signature]
J.B. (Bud) Lorsch
Chairman

Ann Marie H. Butler
Witness

Barbara G. Sokol
Witness

Constance A. Pappas
Witness

Barbara G. Sokol
Witness

Dale O. Rouse
Witness

Constance A. Pappas
Witness

Joseph H. Rouse
Witness

Barbara G. Sokol
Barbara G. Sokol
Vice-Chairman

Rosemary F. Bales
Rosemary F. Bales

Stephen M. Sokol
Stephen M. Sokol
Treasurer

AGENDA ITEM SUMMARY
OCCONEE COUNTY, SC
COUNCIL MEETING DATE: 5/16/06
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Third & Final Reading of Ordinance No. 2006-13 -An Ordinance Amending Ordinance 2005-12 Which Established The Keowee Fire Tax District and The Keowee Fire Commission

BACKGROUND OR HISTORY:

This Ordinance will amend the ordinance that created the Keowee Fire Commission as requested by the Keowee Fire Commission. The amendments will respond to changing state requirements and stagger the terms of office for the Commission. The amendment will also allow the Commission to appoint an Interim Commissioner in case of a vacancy and will remove the requirement to send a year end report to the State of South Carolina.

SPECIAL CONSIDERATIONS OR CONCERNS:

None.

STAFF RECOMMENDATION:

Adoption of Ordinance 2006-13 on third & final reading.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

Proposed Ordinance 2006-13

Submitted or Prepared By:

Brad A. Norton

Reviewed by/initials:

_____ :County Attorney

Approved for Submittal to Council



Ron H. Rahun, County Administrator

_____ :Finance

OCONEE COUNTY COUNCIL

ORDINANCE NO. 2006-13

AN ORDINANCE AMENDING ORDINANCE 2003-12 WHICH ESTABLISHED THE KEOWEE FIRE TAX DISTRICT AND THE KEOWEE FIRE COMMISSION

WHEREAS, the Keowee Fire Tax District and the Keowee Fire Commission were established by Ordinance 2003-12 on August 19, 2003; and

WHEREAS, the Keowee Fire Commission has requested that Ordinance 2003-12 be amended; and

WHEREAS, the Oconee County Council finds that it is in the best interest of the citizens of Oconee County and especially the citizens with the Keowee Fire Tax District to amend Ordinance 2003-12;

NOW THEREFORE, Be It Ordained, by the Oconee County Council, in session, duly assembled, and upon third and final reading, that Ordinance 2003-12 be amended as follows:

1. Section 3.02, Election of Commissioners is amended as follows:

3.02 Election of Commissioners. The Commission shall consist of five commissioners, each elected to a four-year term in the regular November general election in even numbered years. The three candidates with the highest number of votes in the November 7, 2006 election shall serve four-year terms beginning on January 1, 2007 and ending on December 31, 2010. The two candidates with the fourth and fifth highest number of votes shall initially serve a two-year term beginning on January 1, 2007 and ending on December 31, 2008. Thereafter the candidates elected to these two positions shall serve four-year terms. The candidates for Commissioner shall be qualified electors for the tax district and shall meet the candidate filing reporting requirements of the County.

2. 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.

3. Section 4.04, Reporting responsibilities is amended as follows:

4.04 Reporting responsibilities. Each year the Commission shall prepare an annual report on operating and financial results, shall provide copies to citizens on request, and shall hold a public hearing to present the report and hear citizen comments within three months of the calendar year end.

4. The two amendments to Ordinance 2003-12 shall take effect on third and final reading of this Ordinance by the Oconee County Council.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: June 6, 2006
COUNCIL MEETING TIME: 3:00 pm**

ITEM TITLE OR DESCRIPTION:

Second Reading of Ordinance 2006-16. "THE 2006-2007 BUDGET APPROPRIATIONS ORDINANCE FOR THE SCHOOL DISTRICT OF OCONEE COUNTY AND TRI-COUNTY TECHNICAL COLLEGE."

BACKGROUND OR HISTORY:

The School District presented their proposed appropriations request to Council on Monday, May 8, 2006 for their review.

SPECIAL CONSIDERATIONS OR CONCERNS:

Third and final reading is scheduled for 7:00 p.m. on Tuesday, June 20, 2006.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends this ordinance be adopted on second reading.

FINANCIAL IMPACT:

School District of Oconee County

- The School District's estimated total general fund operations and capital budget for fiscal year 2006-2007 is \$77,893,000.
- The total requested funds from local tax levy are \$50,459,900, which includes \$1,633,000 local funds requested for the State mandated Maintenance of Effort. The remainder of the School budget is funded by the State.
- The estimated total tax impact of the Oconee County School District budget ordinance is approximately 131.8 mills (utilizing an estimate of 98% collections rate). This breaks down into 113.8 mills for operations and 18 for school bond debt. The millage will not actually be set until sometime in September or October 2006.

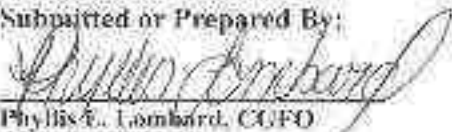
Tri-County Technical College

- The total requested funds from local tax levy are \$867,544. This is an increase of \$44,100 from the prior year.

ATTACHMENTS:

Ordinance #2006-16

Submitted or Prepared By:



Phyllis E. Lombard, CCFO
Department Head

Approved for Submittal to Council:

Ron H. Rabun, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ DCAS

_____ N/A Other

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2006-16**

**"THE FISCAL YEAR 2006-2007 BUDGET APPROPRIATIONS ORDINANCE
FOR THE SCHOOL DISTRICT OF OCONEE COUNTY AND TRI-COUNTY
TECHNICAL COLLEGE."**

Section I: Purpose

The purpose of this ordinance is to provide for the levy of taxes and to make appropriations in Oconee County for the School District of Oconee County and Tri-County Technical College; to provide for appropriations beginning July 1, 2006 through June 30, 2007; to provide for the tax millage for School operational, capital, and debt purposes and Tri-County Technical College operational purposes.

Section II: SC State Law Provisions

Pursuant to South Carolina Code of Laws § 59-20-40, Oconee County is required to increase the Maintenance of Effort in the amount of \$1,633,000 for the School District of Oconee County.

Section III: 2006-2007 Budget

SCHOOL DISTRICT OF OCONEE COUNTY

School Operations:	\$ 50,459,900
1998 School Bond:	\$ 448,738
2001 School Bond:	\$ 1,358,600
2003 School Bond:	\$ 1,672,888
2004 School Bond:	\$ 1,510,288
2005 School Bond:	\$ 1,755,950
2006 School Bond:	\$ 2,718,342

TOTAL SCHOOLS: \$ 59,924,706

TRI-COUNTY TECHNICAL COLLEGE

Tri-County Tech. Operations: \$ 867,544

TOTAL TRI-COUNTY TECH.: \$ 867,544

GRAND TOTAL SCHOOLS AND TRI-COUNTY TECH.: \$ 60,792,250

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL WORKSHOP DATE: June 6, 2006
COUNCIL WORKSHOP TIME: 3PM

ITEM TITLE OR DESCRIPTION:

An ordinance affirmatively implementing values established by the County Assessor and South Carolina Department of Revenue as part of the 2005 reassessment program scheduled for implementation in 2006.

BACKGROUND OR HISTORY:

Section 12-43-217 requires that all counties reassess every 5 years. However, the local governing body may delay implementation for up to one year for good and sufficient cause. Oconee County is scheduled for implementation in 2006. Consequently, all work being performed pertinent to the preparation of tax bills for tax year 2006 are based on reassessment values. Senate Bill S. 1245 was passed on June 1, 2006 automatically postponing Oconee County's implementation of reassessment until 2007, unless the local governing body adopts an ordinance affirmatively implementing the values during the current property tax year.

SPECIAL CONSIDERATIONS OR CONCERNS:

Since all work toward the preparation of the tax roll for the mailing of tax bills in October are based on newly complete reassessment values, it will be very costly to reverse this process and will likely result in the very late mailing of tax bills. This of course will create an additional problem that being cash flow problems for Oconee County governmental agencies, including all cities and schools dependent upon property tax revenue.

It should also be pointed out that recent statistical studies indicate that due to changes in the market over the past 5 years our assessment are no longer equitable, meaning that some taxpayers are paying more than their fair share of the tax burden. Generally speaking this means that the most valuable properties are under assessed resulting in a greater share of the tax burden for the owners of lower and average priced properties.

STAFF RECOMMENDATION:

Passage of an ordinance formally adopting the new values established by the County Assessor and South Carolina Department of Revenue based on a December 31, 2005 valuation date for tax year 2006.

FINANCIAL IMPACT:

It is estimated that it would cost a minimum of \$50,000 in labor cost to postpone reassessment. The cost of computer software modifications could not be determined at this time, but may be in the hundreds of thousands of dollars since the work could not be performed by county personnel.

Projected revenue from the implementation of the reassessment is \$2,006,743 (4.9 mills).

ATTACHMENTS:

1. Proposed Ordinance 2006-19
2. Section 12-43-217 South Carolina Code of Laws
3. Section 59 of Senate Bill S. 1245

Submitted or Prepared By:



Department Head/Elected Official

Approved for Submittal to Council:



Ron H. Rabun, County Administrator

Reviewed By/ Initials:

_____ County Attorney

 _____ Finance

_____ Other

C: Clerk to Council

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ORDINANCE 2006-19

An ordinance formally adopting values established by the County Assessor and South Carolina Department of Revenue based on a December 31, 2005 valuation date for tax year 2006

WHEREAS, Section 12-43-217 of the Code of laws of South Carolina (1976), as amended, requires each county in the state of South Carolina to implement a countywide reassessment program every 5 years to ensure uniformity and equality in property assessments; and

WHEREAS, Senate Bill S. 1245 (Section 59) was recently enacted requiring the local governing body to either postpone reassessment or enact an ordinance affirmatively implementing reassessment values for tax year 2006; and

WHEREAS, all appraisal work performed in the preparation of the tax roll for the mailing of tax bills in October 2006 have been based on reassessment values, and the cost of reversing this process would cost the taxpayers of Oconee County thousands of dollars and delay the mailing of tax bills; and

WHEREAS, the delay in the mailing of tax notices might result in cash flow problems for local government entities whose primary source of funding is property tax revenue;

WHEREAS, recent statistical studies indicate that due to changes in the real estate market over the past 5 years our assessment are no longer fair and equitable, meaning some taxpayers are paying more than their fair share of the tax burden.

WHEREAS, it is in the best interest of the citizens of Oconee County to implement reassessment for tax year 2006 in accordance with Section 12-43-217 of the South Carolina Code of Laws; 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:

That an ordinance be implemented formally adopting values established by the County Assessor and South Carolina Department of Revenue based on a December 31, 2005 valuation date for tax year 2006.

SECTION 12-43-217. Quadrennial reassessment; postponement ordinance.

(A) Notwithstanding any other provision of law, once every fifth year each county or the State shall appraise and equalize those properties under its jurisdiction. Property valuation must be complete at the end of December of the fourth year and the county or State shall notify every taxpayer of any change in value or classification if the change is one thousand dollars or more. In the fifth year, the county or State shall implement the program and assess all property on the newly appraised values.

(B) A county by ordinance may postpone for not more than one property tax year the implementation of revised values resulting from the equalization program provided pursuant to subsection (A). The postponement ordinance applies to all revised values, including values for state-appraised property. The postponement allowed pursuant to this subsection does not affect the schedule of the appraisal and equalization program required pursuant to subsection (A) of this section.

(C) Postponement of the implementation of revised values pursuant to subsection (B) shall also postpone any requirement for submission of a reassessment program for approval by the Department of Revenue.

Big Annual Tax (BAT) Bill - S. 1245

The BAT bill was adopted on Thursday and contains several items of interest. One last minute addition is contained in two different sections of the bill in different forms. Essentially, Section 49 and 50 of the bill require a county council to affirmatively vote to implement any reassessment and equalization program scheduled for 2006.

Memorandum

Date: 6/6/2006
To: Phyllis Lombard
Cc: Ron Rabun
From: Leslie N. Smith

RE: Ordinance 2006-19

As you know, the implementation of reassessment for tax year 2006 is contingent upon approval of the above referenced ordinance by Oconee County Council. Completing this process as expeditiously as possible so that reassessment notices can be mailed at the earliest date possible is very important for a number of reasons. Some of those reasons include the following:

- Property owners will have 90 days from the mailing of notices in which to appeal their new assessment. Successful taxpayer appeals will result in the erosion of the tax base throughout the upcoming fiscal year. Therefore, we must compensate for this factor in the process of setting the millage rate later in the summer. Obviously, the earlier notices are mailed the better information we will have at the time the millage rate is set.
- The earlier assessment notices are mailed the more appeals that can be settled prior to the mailing of tax bills. Once tax bills are printed, the appeals process slows down because the amount of paper work increases. It also increases the workload of the Auditor and Treasurer.
- Dispensing of as many appeals as possible before the end of the calendar year is also important. This being as a result of new bills being required for outstanding appeals based on 80% of the value under appeal. Upon final resolution of the appeal, another bill must be generated reflecting the final value determined through the appeals process. Obviously, this generates even more paper work, which slows the appeals process even further.
- Finally, taxpayers rightfully expect that their appeal will be handled in a timely manner.

For these reasons, I think we should ask that second reading of this Ordinance be placed on the agenda for the June 20th meeting. Opal has advised that Council might consider moving the July 4th meeting to June 27th in order to have a third and final reading as soon as possible. She has indicated that she will make that suggestion when we discuss this topic at the meeting today.

Let me know if you need additional information.

Thank you.

Leslie N. Smith
Phg

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNTY MEETING DATE: 6/06/06
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Approval of Proclamation Declaring the week of June 5 - 11, 2006 as "Hurricane Awareness Week in Oconee County".

BACKGROUND OR HISTORY:

The Honorable Mark Sanford, Governor of the State of South Carolina has declared the week of May 28 - June 30, 2006 as "Hurricane Awareness Week in South Carolina" and if Council so desires they can also adopt a proclamation declaring a week as "Hurricane Awareness Week in Oconee County".

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends Council consider adoption of this proclamation.

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

Proposed proclamation.

Submitted or Prepared By:

Approved for submittal to Council:

Opal O. Green
Department Head

Ken H. Rabun, Council Administrator

Reviewed By/Initials:

____ n/a ____ : County Attorney

____ n/a ____ : Finance

____ n/a ____ : Other

*State of South Carolina
County of Oconee
Proclamation*

WHEREAS, hurricanes pose a serious threat to the lives and property of the residents of South Carolina, especially during the months of June through November; and

WHEREAS, the 2005 Hurricane Season emphasized the massive destruction, human injury, and loss of life these storms can cause; and

WHEREAS, storm surges, tornadoes, severe winds, and flooding attributed to hurricanes can adversely affect coastal and inland residents of the state; and

WHEREAS, the population of coastal counties has grown dramatically since Hurricane Hugo struck the Palmetto State in 1989; and

WHEREAS, many residents of the state may not fully comprehend the serious threat of hurricanes, having never experienced one; and

WHEREAS, being aware of and prepared for the dangers associated with these storms can help mitigate their impact and minimize the risk of property damage, injury, and loss of life.

NOW THEREFORE, the Oconee County Council, in session duly assembled, this 6th day of June 2006 proclaim the week of June 5 - 11 as:

Hurricane Awareness Week in Oconee County

And encourage all Oconee County citizens to join the South Carolina Emergency Management Division and the National Weather Service in their efforts to encourage and foster hurricane preparedness.

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

Attest:

Opal O. Green
Clerk to Council

AGENDA ITEM SUMMARY
OCONEE COUNTY, SOUTH CAROLINA
COUNTY COUNCIL MEETING DATE: JUNE 6, 2006
COUNTY COUNCIL MEETING TIME: 3:00 PM

ITEM TITLE OR DESCRIPTION:

South Carolina Department of Commerce
Grant Fund Application - South Carolina Budget and Control Board

BACKGROUND OR HISTORY:

As the County Council has committed to building a strong foundation for future industrial investment and the creation of jobs for the citizens, the Economic Development Commission has pursued State Budget and Control Board funding.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Economic Development Commission requests permission to file a Grant Fund for 100% funding. Application for funding in the amount of \$300,000 for infrastructure improvements and sewer expansion and development related to the I-85 project.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

The EDC staff recommends that the County Council approve and support the request to file the SC Department of Commerce Grant Fund application.

FINANCIAL IMPACT:

No County match is required, it is the expectation of the Economic Development Commission that the Grant Fund Application will be approved by the Budget & Control Review Board and the funding in the amount of \$300,000 will be awarded to Oconee County to sustain and attract future industrial development through infrastructure upgrades.

ATTACHMENTS:

Submitted / Prepared By:
James W. (Jim) Alexander


Director

Economic Development Commission

Approved for Submittal to Council



Ron H. Rabun, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: June 6, 2006
COUNCIL MEETING TIME: 3:00 p.m.**

ITEM TITLE OR DESCRIPTION:

Emergency repairs to Telsmith 30 X 55 Jaw Crusher plant

BACKGROUND OR HISTORY:

The jaw crusher plant became inoperable on May 22, 2006. Since the jaw crusher plant is critical to the economy of the quarry (if rock cannot be broken down into appropriate products then the products cannot be produced), emergency repair procedures were initiated immediately. An inventory assessment of available product was made and an action plan was developed that could maintain stock piles for approximately six weeks.

BID SOLICITATION HISTORY:

Sole Source Provider/Authorized Repair Service. Purchase orders totaling \$149,834 on May 23, 2006 to Telsmith, Inc. (\$79,834) and Superior Machinery, Inc. (\$70,000), which was the anticipated "worst case scenario".

SPECIAL CONSIDERATIONS OR CONCERNS:

Because an emergency purchase (repair) is critical to the economy of the quarry, The County Administrator and Procurement Director expedited emergency repairs to the jaw crusher. Currently, we anticipate the jaw crusher being back in operation on or about June 30, 2006.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Ratify and confirm County Administrator's action to issue an emergency sole-source purchase order to make necessary repairs to inoperable jaw crusher in the amount of \$79,834 to Telsmith, Inc. and \$70,000 to Superior Machine Co., Inc.

FINANCIAL IMPACT:

The repairs will be paid from the Quarry's Investment Account. The Procurement Office has received more recent repair estimates dated June 1, 2006 from both Telsmith, Inc. (\$68,672.33) and Superior Machinery, Inc. (\$44,300) totaling \$112,972.33. Although these revised quotes were prepared after the crusher was dismantled and taken to the vendor, and are considerably less than the first estimates, these quotes may be subject to change if additional defective parts are identified during the repair stage.

ATTACHMENTS:


1. Telsmith, Inc. quote dated 05/24/06
2. Telsmith, Inc. quote dated 06/01/06
3. Superior Machinery, Inc. quote dated 06/01/06

Submitted or Prepared By:


Mariann A. Dillard, Procurement Director


D. Mack Kelly, Public Works Director

Approved for Submittal to Council


Ron H. Rabun, County Administrator

Reviewed By/ Initials:

n/a County Attorney

 OMB

 DOAS

n/a Department

C: Clerk to Council



SUPERIOR MACHINE COMPANY

MARION MACHINE DIVISION

A DIVISION OF SUPERIOR MACHINE CO. OF SC, INC.

FVI

June 1, 2006

Mr. Rick Martin
Oconee County Rock Quarry
686 Rock Crusher Road
Walhalla, SC 29691

Quote #706HH-930

Dear Rick,

Listed below is the workscope for repairs to your 30 x 55 Tolson Jaw Crusher.

30 X 55 BASE

Weld outboard holes
Machine bases
9Km cut toggle beam area on base
Coat and paint
COST: \$12,000.00

30 X 55 PITMAN

Weld bases
Cut off toe and weld on new toe
Weld wedge area of pitman
Machine complete
Coat and paint
COST: \$18,800.00

30 X 55 TOGGLE BEAM

Weld worn area of ends of beam
Machine beam
Coat and paint
COST: \$3,500.00

THRUST BRACKETS

Weld worn area
Machine brackets
Coat and paint
COST: \$500.00

Mr. Rick Martin
George County Rock Quarry
June 1, 2006
Page 2

CHROME BEARING JOURNAL OF ECCENTRIC SHAFT

COST: \$5,000.00

DISASSEMBLE AND REASSEMBLE OF JAW CRUSHER

COST: \$4,500.00

TOTAL COST: \$44,300.00

Repair time is a four to six weeks. If you have any questions, please call me.

Sincerely,



Harold Huggins
Sales

HH/gz



TELSMITH
10910 N. INDUSTRIAL DRIVE
MEQUON, WI 53092

phone 800-888-6801 fax 262-242-7881

Deliver To:
SUPERIOR MACHINE - #032029
109 MACHINE SHOP ROAD
(ATTN: HAROLD HUSKINS/600-627-1639)
MARION, NC 28752

Invoice To:
O'CONNOR COUNTY ROCK QUARRY - #032029
686 ROCK CRUSHER ROAD/WALHALLA, SD 57851

Confirmation copy

Date: 6/1/2006
Sales order: SO-009572
Order Type: PARTS
Telsmith Contact: Karen D. Bynum
Requisition: 43406
Reference:
Mode of Delivery: SEE NOTE
Terms of Delivery: PPA, (ADD TO INVO)
Payment: NET 30 DAYS
Number: SO-009572-6
Page: 1 of 3

Item number	Item name	Delivery date	Qty	Unit Price	Amount
10G74	PLUG, 1/8" SL HD	6/20/2006	4.00	0.40	1.60
GA-273-1713	SWINGING JAW SHAFT SPACER	6/20/2006	2.00	890.00	1,720.00
Quantity: 2.00 Revision: 00					
80297	BEARING-SPHERICAL ROLLER 390mm	6/20/2006	2.00	6,280.00	12,560.00
Y3N09	BEARING-SPHERICAL (MAIN FRAME)	6/20/2006	2.00	3,630.00	7,260.00
MA-273-1713	SWING JAW BRG INNER SPACER	6/20/2006	2.00	930.00	1,860.00
Quantity: 2.00 Revision: 00					
PA-273-1713W	SWING JAW BEARING RETAINER	6/20/2006	2.00	2,390.00	4,780.00
Quantity: 2.00 Revision: 00					
16V26	HHCS, 7/8"x1-3/4" Gr5	6/20/2006	16.00	1.70	27.20
Quantity: 16.00 Revision: 5					
26B47	CHW, 7/8"	6/20/2006	16.00	0.40	6.40
80296	OIL SEAL 13"	6/20/2006	6.00	390.00	2,340.00
NA-273-1713	MAIN BRG-SWING JAW BRG SPACER	6/20/2006	2.00	2,300.00	4,600.00
Quantity: 2.00 Revision: 00					
BV-17-32	KEY 3/8"x3/8"x5/8"	6/20/2006	2.00	3.50	7.00
Quantity: 2.00 Revision: 6					
KA-273-1713	MAIN FRAME BRG INNER SPACER	6/20/2006	2.00	1,050.00	2,100.00
Quantity: 2.00 Revision: 00					
RA-273-1713	MF BEARING MOUNT (385)	6/20/2006	2.00	4,295.00	8,590.00
Quantity: 2.00 Revision: 00					
F-273-616	KEY 1-1/2"x1"x2-7/16" w/T.HOLE	6/20/2006	2.00	49.50	99.00
Quantity: 2.00 Revision: 0					
10G74	PLUG, 1/8" SL HD	6/20/2006	4.00	0.40	1.60
10G70	PLUG, 1/4" SL HD	6/20/2006	2.00	0.30	0.60
LA-273-1713	MAIN FRAME BRG INNER RETAINER	6/20/2006	1.00	1,710.00	1,710.00
Quantity: 1.00 Revision: 00					
LB-273-1713	MAIN FRAME BRG INNER RETAINER	6/20/2006	1.00	1,780.00	1,780.00
Quantity: 1.00 Revision: 00					
15S88	HHCS, 3/4"-10x1-3/4" Gr5	6/20/2006	16.00	1.00	16.00
26B46	CHW, 3/4"	6/20/2006	16.00	1.00	16.00
NA-273-1713	MAIN FRAME BRG OUTER SPACER	6/20/2006	2.00	1,820.00	3,640.00

PAM,
This is your updated confirmation copy w/additional parts. Call if any questions. THANKS!

Attn: Pam 864-638-4215



TELSMITH
 10910 N. INDUSTRIAL DRIVE
 MEQUON, WI 53092

phone 800-888-8801 fax 262-242-7861

Deliver To:
 SUPERIOR MACHINE - #C32020
 168 MACHINE SHOP ROAD
 (ATTN: HAROLD HUSKINS/800-827-1639)
 WARREN, NC 28752

Invoice To:
 OCONEE COUNTY ROCK QUARRY - #C32020
 695 ROCK CRUSHER ROAD/WALHALLA, SC 29631

Confirmation copy

Date 6/1/2006
 Sales order SO-008572
 Order Type PARTS
 TelSmith Contact Karen D. Gynn
 Requisition 43408
 Reference
 Mode of Delivery SEE NOTE
 Terms of Delivery PPA, (ADD TO INVO)
 Payment NET 30 DAYS
 Number SO-008572-3
 Page 2 of 3

Quantity: 2.00 Revision: 2

Item number	Item name	Delivery date	Qty	Unit Price	Amount
E-273-616	KEY 1/2"SQx3-3/4"Lg w/T.HOLE	6/20/2006	2.00	25.50	51.00
Quantity: 2.00 Revision: 6					
JA-273-1713	MAIN FRAME BRG RETAINING RING	6/20/2006	1.00	2,310.00	2,310.00
Quantity: 1.00 Revision: 2					
JB-273-1713	MAIN FRAME BRG RETAINING RING	6/20/2006	1.00	2,100.00	2,100.00
Quantity: 1.00 Revision: 2					
13V86	HHCS, 3/4"x3" Gr5	6/20/2006	15.00	1.75	27.20
26B46	CHW, 3/4"	6/20/2006	16.00	1.00	16.00
A-273-617	SHAFT WASHER	6/20/2006	2.00	310.00	620.00
Quantity: 2.00 Revision: 00					
15R22	HHCS, 1"x3" Gr5	6/20/2006	4.00	2.90	11.60
10S88	CHW, 1"	6/20/2006	4.00	0.40	1.60
B-273-1708	THRUST SHAFT	6/20/2006	2.00	750.00	1,500.00
Quantity: 2.00 Revision: 00					
E-273-1708	THRUST SHAFT END - BRONZE	6/20/2006	2.00	370.00	740.00
Quantity: 2.00 Revision: 1					
26D36	SHCS, 1/2"x1-1/2"	6/20/2006	4.00	0.80	3.20
A-273-1708	THRUST ROD	6/20/2006	2.00	438.00	876.00
Quantity: 2.00 Revision: 00					
C-273-1708	THRUST WASHER	6/20/2006	2.00	400.00	800.00
Quantity: 2.00 Revision: 00					
61A14	NUT, HEX 2"-12UNF Gr2	6/20/2006	2.00	15.20	30.40
Quantity: 2.00 Revision: 1					
15R26	HHCS, 7/8"x3" Gr5	6/20/2006	12.00	2.90	34.80
26B47	CHW, 7/8"	6/20/2006	12.00	0.40	4.80
60V75	HOSE, HYD, 1/4" #421-4	6/20/2006	4.70	3.90	18.33
60L74	HOSE END 42, JIC, F SW, 4-4	6/20/2006	4.00	6.10	24.40
61A68	ADAPTER "S"(SWIVEL) 1/4" M STEM	6/20/2006	2.00	70.80	141.60
23F00	FTG HYD, JIC, NPT, M CON, 4-4	6/20/2006	4.00	1.45	5.80
23B22	PIPE CPLG, 1/4"	6/20/2006	2.00	1.40	2.80
23C72	FTG LUBE, 1/4", STR, 7/8" LG	6/20/2006	2.00	1.30	2.60



TELSMITH
10910 N. INDUSTRIAL DRIVE
MEQUON, WI 53092

phone 800-688-5601 fax 262-242-7861

Deliver To:
SUPERIOR MACHINE - #C32029
168 MACHINE SHOP ROAD
(ATTN: HAROLD HUSKINS/803-627-1639)
MARION, NC 28752

Invoice To:
OCONEE COUNTY ROCK QUARRY - #C32029
686 ROCK CRUSHER ROADWALHALLA, SC 29691

Confirmation copy

Date: 6/12/06
Sales order: SO-009672
Order Type: PARTS
TelSmith Contact: Karen D. Bynum
Requestion: 43406
Reference:
Mode of Delivery: SEE NOTE
Terms of Delivery: PPA, ADD TO INVO
Payment: NET 30 DAYS
Number: SO-009572-5
Page: 13 of 3

Item number	Item name	Delivery date	Qty	Unit Price	Amount
20D04	CLAMP, 1/2" EMT CONDUIT	6/20/2006	2.00	0.90	1.80
32J13	NUT, SQUARE 2-1/4"	6/20/2006	2.00	35.70	71.40
E-273-1723	TOGGLE SEAT 3055	6/20/2006	1.00	3,250.00	3,250.00
Quantity: 1.00 Revision: 1					
CE-273-1713	JAW DIE SUPPORT	6/20/2006	1.00	2,570.00	2,570.00
Quantity: 1.00 Revision: 2					
CF-273-1713	JAW DIE KEY	6/20/2006	1.00	80.20	80.20
Quantity: 1.00 Revision: 2					

30X55 JAW CRUSHER, S/N 222M8090, C19359

***** SHIP THIS ORDER COMPLETE *****

NOTE
CUT HOSE IN TWO PCS. EACH 27-1/2" LG. AND INSTALL P/N 60L74 ON HOSE ENDS.

UPON ORDERING AND RECEIVING THESE PARTS, IF IT'S DETERMINED THAT ALL OF THE PARTS ARE NOT NEEDED, THEY CAN BE RETURNED BUT PLEASE NOTE, THEY MUST BE RETURNED WITHIN 20 BUSINESS DAYS TO NOT INCUR THE RESTOCKING FEE. IF THE BEARINGS ARE RETURNED, THEY MUST BE IN THE ORIGINAL BOX, UNOPENED.

QUOTE SO-909717 HAS BEEN COMBINED WITH THIS ORDER

P/N CE-273-1713 & CF-273-1713 WERE ADDED TO THE ORDER PER PAM AT OCONEE CO. ROCK ON 6-1-06. (KDB)

Sales balance	Misc. charges	Sales tax	Total
66,672.33	0.00	0.00	66,672.33 USD



TELSMITH
10910 N. INDUSTRIAL DRIVE
MEQUON, WI 53092
phone 800-535-5601 fax 262-242-7857

Deliver To:
OCONEE COUNTY ROCK QUARRY - #C32028
686 ROCK CRUSHER ROAD
WALHALLA, SC 29591

Invoice To:
OCONEE COUNTY ROCK QUARRY - #C32028
686 ROCK CRUSHER ROAD
WALHALLA, SC 29591

Quotation

Date: 5/24/2006
Sales order: SO-069572
Order Type: PARTS
TelSmith Contact: Karen D. Bynum
Requestion: QUOTATION
Reference:
Mode of Delivery:
Terms of Delivery:
Payment: NET 30 DAYS
Number: SO-019572-4
Page: 2 of 2
Quotation deadline

90X55D JAW CRUSHER, S/N 222M8080, C19350

RICK,

THIS QUOTE COVERS THE ECCENTRIC SHAFT AND EVERYTHING ELSE THAT'S ASSEMBLED ON THE SHAFT EXCEPT THE FLYWHEELS. ALL PARTS CAN BE READY TO SHIP IN 2 TO 2-1/2 WEEKS UPON RECEIPT OF AN ORDER. ONCE THE ORDER IS ENTERED, I'M SURE IT'S POSSIBLE WE CAN IMPROVE ON THAT LEAD TIME.

RICK, IF YOU ORDER THESE PARTS AND IT'S DETERMINED THAT ALL OF THE PARTS ARE NOT NEEDED, THEY CAN BE RETURNED BUT PLEASE NOTE, THEY MUST BE RETURNED WITHIN 20 BUSINESS DAYS TO NOT INCUR THE RESTOCKING FEE. IF THE BEARINGS ARE RETURNED, THEY MUST BE IN THE ORIGINAL BOX, UNOPENED.

PLEASE CONTACT ME IF YOU HAVE ANY OTHER QUESTIONS OR IF YOU WISH TO PLACE AN ORDER.

THANKS,

KAREN D. BYNUM
TELSMITH PARTS DEPT.
kbynum@telSmith.com

Sales balance:	Misc. charges:	Sales tax:	Total:
79,834.26	0.00	0.00	79,834.26 USD



TELSMITH
10910 N. INDUSTRIAL DRIVE
MEQUON, WI 53092

phone 800-688-8601 fax 262-242-7861

Deliver To:
OCDNEE COUNTY ROCK QUARRY - #C32029
685 ROCK CRUSHER ROAD
WALHALLA, SC 29991

Invoice To:
OCDNEE COUNTY ROCK QUARRY - #C32029
685 ROCK CRUSHER ROAD
WALHALLA, SC 29991

Quotation

Date 5/24/2008
Sales order 50-009572
Order Type PARTS
Telsmith Contact Karen D. Bynum
Requisition QUOTATION
Reference
Mode of Delivery
Terms of Delivery
Payment NET 30 DAYS
Number 50-009572-4
Page of 2
Quotation deadline

Item number	Item name	Quantity	Unit Price	Amount
BS-273-1713	ECCENTRIC SHAFT	1.00	21,400.00	21,400.00
10G74	PLUS, 1/8" SL HD	4.00	0.40	1.60
GA-273-1713	SWINGING JAW SHAFT SPACER	2.00	360.00	1,720.00
80297	BEARING-SPHERICAL ROLLER 300mm	2.00	6,280.00	12,560.00
13NC9	BEARING-SPHERICAL (MAIN FRAME)	2.00	3,630.00	7,260.00
MA-273-1713	SWING JAW BRG INNER SPACER	2.00	930.00	1,860.00
PA-273-1713W	SWING JAW BEARING RETAINER	2.00	2,390.00	4,780.00
16Y26	HHCS, 7/8"x1-3/4" Gr5	16.00	1.70	27.20
26B47	CRW, 7/8"	16.00	0.40	6.40
80290	GIL SEAL 15"	8.00	390.00	2,340.00
NA-273-1713	MAIN BRG-SWING JAW BRG SPACER	2.00	2,300.00	4,600.00
BV-17-32	KEY 3/8"x3/8"x5/8"	2.00	3.60	7.60
KA-273-1713	MAIN FRAME BRG INNER SPACER	2.00	1,050.00	2,100.00
RA-273-1713	MF BEARING MOUNT (3053)	2.00	4,295.00	8,590.00
F-273-616	KEY 1-1/2"x1"x2-7/16" w/T.HOLE	2.00	49.50	99.00
10G74	PLUS, 1/8" SL HD	4.00	0.40	1.60
10C70	PLUS, 1/4" SL HD	2.00	0.30	0.60
LA-273-1713	MAIN FRAME BRG INNER RETAINER	1.00	1,710.00	1,710.00
LB-273-1713	MAIN FRAME BRG INNER RETAINER	1.00	1,760.00	1,760.00
15S88	HHCS, 3/4"-10x1-3/4" Gr5	16.00	1.00	16.00
26B48	CRW, 3/4"	16.00	1.00	16.00
KA-273-1713	MAIN FRAME BRG OUTER SPACER	2.00	1,820.00	3,640.00
E-273-616	KEY 1/2"x3/8"x3/4" w/T.HOLE	2.00	25.00	50.00
JA-273-1713	MAIN FRAME BRG RETAINING RING	1.00	2,310.00	2,310.00
LB-273-1713	MAIN FRAME BRG RETAINING RING	1.00	2,100.00	2,100.00
13V88	HHCS, 3/4"x3" Gr5	16.00	1.70	27.20
26B46	CRW, 3/4"	16.00	1.00	16.00
A-273-617	SHAFT WASHER	2.00	310.00	620.00
15R22	HHCS, 1"x3" Gr5	4.00	2.90	11.60
10S89	CRW, 1"	4.00	0.40	1.60

Attn: Rick

804-638-4215

Page 1 of 4

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: June 6, 2006
COUNCIL MEETING TIME: 3:00 PM**

ITEM TITLE OR DESCRIPTION:

A lease agreement between Oconee County and the Oconee County Fire Chief's Association for utilization of the mobile fire safety house.

BACKGROUND OR HISTORY:

The Oconee County Fire Chief's Association received a grant and matched the grant funds with monies from the Association. Although, the Association owns the vehicle, it has encountered difficulty with registering and insuring the mobile fire safety house.

The Fire Chief's Association has requested that Oconee County register and insure the mobile fire safety house.

SPECIAL CONSIDERATIONS OR CONCERNS:

Through this lease, Oconee County will be able to register and secure insurance coverage for the vehicle.

STAFF RECOMMENDATION:

Staff recommends Council to approve the lease between the Oconee County Fire Chief's Association and Oconee County.

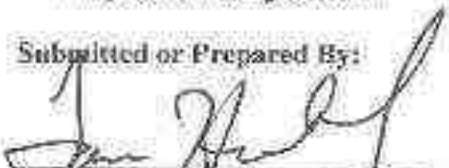
FINANCIAL IMPACT:

1. Lease Agreement by the county to the Fire Chief's Association, specifies a \$1.00 per year lease payment.
2. Insurance (liability, comprehensive, and collision coverage) for calendar year 2007 is \$1,045.80 which will be included in the 2007-2008 budget.
3. Insurance prorated for the remainder of 2006 calendar year is \$230.00 which will be paid from Rural Fire's budget.

ATTACHMENTS:

Proposed lease agreement.

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


Ron H. Rabun, County Administrator

Reviewed By/ Initials:

_____ County Attorney

PLP _____ Finance

_____ Other

C: Clerk to Council

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

LEASE AGREEMENT

THIS AGREEMENT entered into this 6th day of June, 2006, by and between the Oconee County Fire Chief's Association, (hereinafter "the Lessor") and Oconee County (hereinafter "the Lessee"), and the Agreement is executed and delivered in duplicate originals.

ARTICLE I: PREMISES

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

The trailer known as the Fire Safety House.

ARTICLE II: TERM AND RENTAL

2.1: ORIGINAL TERM

The term of this Lease shall be for a period of three (3) years, that is, commencing on the 6th day of June, 2006, and ending on the 6th day of June, 2009.

2.2: RENTAL.

The rental for the Premises shall be the sum of one (\$1.00) dollar per annum.

ARTICLE III: REPAIR, MAINTENANCE AND UTILITIES

Lessee agrees to accept the Premises which are the subject of the Lease in the same condition and state of repair as exists upon the date of taking possession. Lessee shall be responsible for all maintenance repairs, improvements and upkeep thereon without exception. Lessee shall have the right to make such changes to the premises as Lessee

deems necessary. Lessee agrees that the premises shall comply with all applicable federal, state, and local laws and regulations.

ARTICLE IV: COVENANTS OF LESSORS

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

4.1: To allow Lessee quiet and peaceful possession of the leased Premises so long as same is not inconsistent with the terms of this Lease.

4.2: To allow Lessee to remove their own property and equipment from the Premises at the expiration of the Lease, provided that any damage to the Premises occasioned by such removal be repaired and replaced by Lessee within thirty (30) days of such removal.

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

ARTICLE V: COVENANTS OF LESSEE

The Lessee for itself and its assigns, hereby covenant and agree with the Lessor as follows, to wit:

5.1: To pay the rental when due.

5.2: That it will not sublet the Premises nor assign this Lease to any other person, firm or corporation, without the prior written consent of the Lessor.

5.3: That it will be solely responsible for any alterations or improvements made on the Premises, and shall cause to be paid all costs and expenses in connection therewith.

in a prompt and businesslike manner so as to protect and hold harmless the Lessor and the leased Premises from claims of material men or mechanics. Lessee agrees that any such improvements permanently affixed to the leased Premises shall remain with the Premises and become the property of the Lessor at the termination of this Lease. Lessor agrees not to mortgage or encumber the premises without the express written consent of the Lessor.

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

ARTICLE VI: MUTUAL COVENANTS

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

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

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

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

Witness:

Oconee County Fire Chief Association
Lessor

Witness:

Witness:

Oconee County
Lessee

Witness:

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: June 6, 2006
COUNCIL MEETING TIME: 3:00 pm**

ITEM TITLE OR DESCRIPTION:

Second Reading of Ordinance 2006-16, "THE 2006-2007 BUDGET APPROPRIATIONS ORDINANCE FOR THE SCHOOL DISTRICT OF OCONEE COUNTY AND TRI-COUNTY TECHNICAL COLLEGE"

BACKGROUND OR HISTORY:

The School District presented their proposed appropriations request to Council on Monday, May 8, 2006 for their review.

SPECIAL CONSIDERATIONS OR CONCERNS:

Third and final reading is scheduled for 7:00 p.m. on Tuesday, June 28, 2006.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends this ordinance be adopted on second reading.

FINANCIAL IMPACT:

School District of Oconee County

- The School District's estimated total general fund operations and capital budget for fiscal year 2006-2007 is \$77,893,000.
- The total requested funds from local tax levy are \$50,459,900, which includes \$1,633,000 local funds requested for the State mandated Maintenance of Effort. The remainder of the School budget is funded by the State.
- The estimated total tax impact of the Oconee County School District budget ordinance is approximately 131.8 mills (utilizing an estimate of 98% collections rate). This breaks down into 113.8 mills for operations and 18 for school bond debt. The millage will not actually be set until sometime in September or October 2006.

Tri-County Technical College

- The total requested funds from local tax levy are \$867,544. This is an increase of \$44,100 from the prior year.

ATTACHMENTS:

Ordinance #2006-16

Submitted or Prepared By:


Phyllis E. Lombard, CGFO
Department Head

Approved for Submittal to Council:

Ron H. Rabun, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ DOAS

_____ N/A Other

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2006-16**

**"THE FISCAL YEAR 2006-2007 BUDGET APPROPRIATIONS ORDINANCE
FOR THE SCHOOL DISTRICT OF OCONEE COUNTY AND TRI-COUNTY
TECHNICAL COLLEGE."**

Section I: Purpose

The purpose of this ordinance is to provide for the levy of taxes and to make appropriations in Oconee County for the School District of Oconee County and Tri-County Technical College; to provide for appropriations beginning July 1, 2006 through June 30, 2007; to provide for the tax millage for School operational, capital, and debt purposes and Tri-County Technical College operational purposes.

Section II: SC State Law Provisions

Pursuant to South Carolina Code of Laws § 59-20-40, Oconee County is required to increase the Maintenance of Effort in the amount of \$1,633,900 for the School District of Oconee County.

Section III: 2006-2007 Budget

SCHOOL DISTRICT OF OCONEE COUNTY

School Operations:	\$ 50,450,900
1998 School Bond:	\$ 448,738
2001 School Bond:	\$ 1,358,600
2003 School Bond:	\$ 1,672,888
2004 School Bond:	\$ 1,510,288
2005 School Bond:	\$ 1,755,950
2006 School Bond:	\$ 2,718,342

TOTAL SCHOOLS: \$ 59,924,706

TRI-COUNTY TECHNICAL COLLEGE

Tri-County Tech. Operations: \$ 867,544

TOTAL TRI-COUNTY TECH.: \$ 867,544

GRAND TOTAL SCHOOLS AND TRI-COUNTY TECH. \$ 60,792,250

NORTON, BALLENGER, & MAHON, P.A.

ATTORNEYS AT LAW

30 Short Street
P.O. Box 480
Walhalla, SC 29691

Telephone (864) 638-2930
Fax (864) 638-2022

Bradley A. Norton
Karen F. Ballenger
Julie E. Mahon

June 6, 2006

Memo

To: Oconee County Council

From: Bradley A. Norton
Oconee County Attorney

Re: Suspension of Sunday Work Prohibitions

Under South Carolina Code Section 53-1-60, the selling of the following items is prohibited: clothing and clothing accessories (except those which qualify as swimwear, novelties, souvenirs, hosiery, or undergarments), housewares, china, glassware, and kitchenware; home, business and office furnishings, and appliances; tools, paints, hardware, building supplies; and lumber; jewelry, silverware, watches, clocks, luggage, musical instruments, recorders, recordings, radios, television sets, phonographs, record players, or so called hi-fi or stereo sets, or equipment; sporting goods (except when sold on premises where sporting events and recreation facilities are permitted); yard or piece goods; automobiles, trucks, and trailers.

The Sunday sales prohibition do not apply to food needs, ice, soft drinks, tobacco and related products, newspapers, books, magazines, novelties, souvenirs, paper products, educational supplies, cameras, film, flashbulbs and cubes, batteries, baby supplies, hosiery and undergarments, flowers, plants, seeds, shrubs, swimming, fishing or boating equipment, light bulbs or fluorescent tubes.

Under South Carolina Code Section 53-1-160, Oconee County can suspend the Sunday work prohibitions, either temporarily (like we have done during the month in December) or indefinitely. If the County does decide to suspend the work and sales prohibitions as set forth in South Carolina Code Section 53-1-10 et seq., an employer CANNOT force an employee to work on Sunday. South Carolina Code Section 53-1-160 provides that "Any employer who dismisses or demotes an employee because he is a conscientious objector to Sunday work is subject to a civil penalty of treble the damages found by the court or jury, plus court costs and the employee's attorney's fees. The court may order the employer to rehire or reinstate the

employee in the same position he was prior the dismissal or demotion without forfeiture of compensation, rank, or grade. No proprietor of a retail establishment who is opposed to working on Sunday may be forced by his lessor or franchisor to open his establishment on Sunday nor may there be any discrimination against persons whose regular day of worship is Saturday."

BAN: ldw

"Ron Rabun was selected from a national pool of candidates as our first County Administrator on September 17, 2004, after many years of the elected "Supervisor" form of government. He has a Master's degree in Public Administration and 28 years of extensive experience in city and county government. He is a highly qualified, professional, and talented administrator with high integrity and a strong work ethic. Against long odds, many obstacles, and divisions on Council, Mr. Rabun succeeded in advancing Oconee County government to a much higher level of professionalism, financial stability and accomplishment. I am confident that in a more professionally mature government, Mr. Rabun will continue to achieve excellence as he has in the past. His transition from Oconee County was an amicable decision that was supported by Council, and the full Council wishes him well personally and in his professional career."