

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING 8/15/06
COUNCIL MEETING TIME: 7:00 pm**

ITEM TITLE OR DESCRIPTION:

Public Hearing & Third & Final Reading of Ordinance 2006-20, "AN ORDINANCE AMENDING ORDINANCE 99-14, SPECIFICALLY CHAPTER 6 OF THE OCONEE COUNTY UNIFIED PERFORMANCE STANDARDS CONCERNING SUBDIVISION AND LAND DEVELOPMENT"

BACKGROUND OR HISTORY:

County Council adopted Ordinance 2006-07 in May, 2006 requiring the establishment and maintenance of natural vegetative buffers as part of new construction projects on lake front properties and the upgrade of substandard county roads at the developer's expense for some subdivision development projects. In order to meet state requirements, the standards in Ordinance 2006-07 became a new chapter (Chapter 7) of the Oconee County Unified Performance Standards Ordinance. As a result, all appeals and variance requests resulting from the regulations are directed by the State to the Board of Zoning Appeals. However, as all other subdivision related matters in Oconee County are within the purview of the Planning Commission, the County Attorney and the Planning Director feel that the requirements should be moved into the Land Development and Subdivision Regulations (Chapter 6), and Chapter 7 abolished. On June 12, 2006, the Oconee County Planning Commission voted unanimously to recommend that County Council amend Chapter 6 of the Performance Standards with the standards contained in Chapter 7.

SPECIAL CONSIDERATIONS OR CONCERNS:

Council has had two readings of this ordinance; the public hearing was advertised 30 days in advance as required by SC State Law.

STAFF RECOMMENDATION FOR COMMITTEE ACTION:

Council conduct a public hearing to receive written and/or oral comments as required by SC State Law and consideration of adoption of Ordinance 2006-20 on third and final reading.

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

Proposed Ordinance 2006-20
Submitted or Prepared By:

Department Head/Elected Official

Reviewed By/Initials:

Approved for Submittal to Council:

Tom Hendricks
Tom Hendricks, Administrator *by Sam*

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ORDINANCE 2006-20

An Ordinance Amending Ordinance 99-14, Specifically Chapter 6 of the Oconee County Unified Performance Standards Concerning Subdivision and Land Development.

WHEREAS, the Oconee County Council enacted Ordinance 2006-07 on May 1, 2006 which resulted in additional regulations on Subdivisions and Land Development in Oconee County; and

WHEREAS, Ordinance 2006-07 was added to the Unified Performance Standards as Chapter 7; and

WHEREAS, Ordinance 2006-07 involved regulations concerning subdivisions and land development and should be included in Chapter 6 of the Unified Performance Standards so that the variance procedure on subdivision and land development regulations are uniform,

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

Ordinance 99-14, specifically Chapter 6 of the Oconee County Unified Performance Standards, is hereby amended as follows and Chapter 7 of the Unified Performance Standards is hereby eliminated and are now incorporated into Chapter 6 as follows:

I. Section 6.3 **DEFINITIONS** is hereby amended to include the following definitions:

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.

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.

Full Pond Level - Full pond level is 800 feet above mean sea level on Lake Keowee, 1110 feet above mean sea level on Lake Jocassee, and 660 feet above mean sea level on Lake Hartwell.

Natural Vegetative Buffer - Plants, trees, and vegetation that normally survive in Oconee County without the need of fertilizers, herbicides or pesticides.

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.

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.

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

Road, County - Roads, avenues, boulevards, 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.

Road Classification- Upgrades of County roads, including paving specifications, shall be in accordance with the standards set forth in Oconee 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	20 feet

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.

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.

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.

2. Section **6.3 DEFINITIONS** is hereby amended as follows by substituting the definition set forth below for the definitions currently in Section 6.3

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 designated as a dwelling place for two (2) or more families living independently of each other.

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.

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.

3. Section 6.5 LOT IMPROVEMENTS is hereby amended by adding Section 6.5.13 set forth below:

6.5.13 Vegetative Buffers- The approval of subdivisions, site plans and/or building permits for construction of new residential units or commercial projects to be located within one thousand feet (1000') of Lakes Keowee, Hartwell and Jocassee shall be contingent upon the establishment of a natural vegetative 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 a natural vegetative buffer. The buffer shall meet the following standards:

- a. To reduce non-point source pollution, a natural buffer of 25 feet shall be maintained with no grasses or ornamental vegetation established within that buffer. To reduce non-point pollution a vegetative buffer of 25 feet measured horizontally from the full pond elevation shall be maintained with no manicured lawns or other managed grasses established within that buffer. A diverse mix of native plants and unmanaged (uncut below 12 inches and untreated) native grasses are preferred vegetation where available and suited to the site. Additionally, no clear cutting or mowing, cultivation activities, fertilization, use of herbicides, fungicides, or pesticides shall occur within the 25 foot buffer area.
- b. No trees larger than six-inch caliper at four feet from the ground shall be removed unless certified to be a hazard by a registered forester.
- c. Trees may be limbed up to 50 percent of their height.

This regulation shall exempt projects that are located on parcels lying no closer than twenty-five (25') feet from a lake shoreline 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 Lakes Keowee, Hartwell and Jocassee. The buffer shall begin at the lake's full pond level.

4. Section 6.7 **PUBLIC ROADS** is hereby amended by adding Section 6.7.14 set forth below:

6.7.14 Impact on Existing Road System- 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. For all developments consisting of more than ten (10) dwelling units, 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 the 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.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 8/15/06
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Public hearing and third and final reading of Ordinance 2006-21, "AN ORDINANCE ENACTING A CAPITAL PROJECT SALES TAX FOR OCONEE COUNTY"

BACKGROUND OR HISTORY:

On December 20, 2005, Oconee County Council adopted Resolution 2005-21, creating a Commission for the purpose of considering proposals for funding capital projects within Oconee County and the formulation of a referendum question which is to appear on the ballot. Members of the Capital Projects Sales Tax Commission were appointed by Oconee County and the municipalities of Oconee County in accordance with the provisions of Section 4-10-320 of the Capital Projects Sales Tax Act.

SPECIAL CONSIDERATIONS OR CONCERNS:

The one-cent local option sales tax has a seven year sunset clause and there are many needs in the County and the Municipalities that could be addressed through this method.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Council conduct public hearing to receive written and/or oral comments as required by SC State Law and Consideration of Approval of Ordinance 2006-21 on third and final reading.

FINANCIAL IMPACT:

Unknown at this time; however, the SC Department of Revenue estimates that Oconee County could receive approximately \$53,000,000 if the one-cent sales tax is approved.

ATTACHMENTS:

Proposed Ordinance 2006-21

Submitted or Prepared By:

Opal O. Green
Department Head

Reviewed by:

 N/A : Finance

 N/A : County Attorney

Approved for Submittal to Council:

Tom Hendricks
Tom Hendricks, County Administrator

by Sam

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ORDINANCE 2006-21

AN ORDINANCE ENACTING A CAPITAL PROJECT SALES TAX
FOR OCONEE COUNTY

(To Levy and Impose a One Percent Sales and Use Tax, Subject to a Referendum, Within Oconee County Pursuant to the Capital Project Sales Tax Act, S.C. Code Ann. Section 4-10-300, et seq.; to Define the Specific Purpose or Purposes and Designate the Projects for Which the Proceeds of Such Tax May be Used; to Provide the Maximum Cost of the Projects or Facilities Funded from the Proceeds of Such Tax and the Maximum Amount of Net Proceeds to be Raised by Such Tax; to Provide for a County-Wide Referendum and to Prescribe the Contents of the Ballot Question in Such Referendum; to Provide Conditions Precedent to the Imposition of Such Tax and Condition or Restrictions on the Use of Such Tax Revenue; to Establish a Formula by Which Multiple Projects are Funded Simultaneously; to Provide for the Conduct of Such Referendum by the Oconee County Voters Registration and Election Commission; to Provide for the Administration of Such Tax, if Approved; to Provide for the Payment of Such Tax; and to Provide for Other Matters Relating Thereto.)

WHEREAS:

1. The South Carolina General Assembly has enacted the Capital Project Sales Tax Act, S.C. Code Ann. Section 4-10-300 et. seq., pursuant to which the governing body may impose a one percent sales and use tax by ordinance, subject to a referendum, within the County area for a specific purpose or purposes and for a limited time to collect a limited amount of money; and
2. The Oconee County Council, as the governing body of Oconee County, South Carolina, is authorized to create a commission subject to the provisions of S.C. Code Ann. Section 4-10-300 et. seq. of the Capital Projects Sales Tax Act for the purpose of considering proposals for funding capital projects within the County area and the formulation of a referendum question which is to appear on the ballot. The Oconee County Council adopted Resolution 2005-21 pursuant to the Capital Projects Sales Tax Act on December 20, 2005, creating a Commission for the purpose of considering proposals for funding capital projects within Oconee County and the formulation of a referendum question which is to appear on the ballot. Members of the Capital Projects Sales and Use Tax Commission were appointed by Oconee County and the municipalities of Oconee County in accordance with the provisions of Section 4-10-320 of the Capital Projects Sales Tax Act; and
3. The Oconee County Capital Projects Sales and Use Tax Act Commission has considered proposals for funding capital projects within Oconee County and the Commission, by vote of the Commission in public meetings duly advertised, has adopted

the projects described in this Ordinance, estimated the costs of such projects, identified the purpose for which the proceeds of the proposed capital projects sales and use tax shall be used, established the maximum time for which the sales and use tax may be imposed at seven (7) years, established the maximum cost of the projects or facilities to be funded from the proceeds of the tax and the maximum amount of net proceeds to be raised by the tax, established conditions precedent to the reimposition of the sales and use tax revenue collected pursuant to the Capital Project Sales Tax Act, established a formula by which the net proceeds of the sales and use tax are to be expended to the local governments for the purpose stated, and formulated the ballot question that is to appear on the ballot pursuant to Section 4-20-330(d) of the Capital Project Sales Tax Act; and

4. The Oconee County Council finds that a one percent sales and use tax should be levied and imposed within Oconee County, for the purpose of designing, engineering, construction or improving water and sewer facilities; and designing, engineering, constructing or improving public facilities for recreation, public safety and/or government services; more specifically identified in Section 5 of this Ordinance (herein referred to as the "projects" or the "capital projects") for a period not to exceed seven (7) years from the date of imposition of this tax, to fund capital projects as herein defined and described at a maximum cost not to exceed \$53,000,000.00 to be funded from the net proceeds of sales and use tax imposed in Oconee County pursuant to provisions of the Capital Sales Tax Act, SC Code Ann. Section 4-10-300 et seq. subject to approval of the qualified electors of Oconee County voting in a referendum on the imposition of a capital projects sales and use tax in Oconee County to be held on November 7, 2006. The imposition of such sales and use tax and the use of sales and use tax revenue, if approved in such referendum, shall be subject to the conditions precedent and conditions or restrictions on the use and expenditure of sales and use tax revenue as established by the Capital Project Sales Tax Act and the provisions of this Ordinance. Sales and use tax revenues shall be used for the purchase, design, engineering and construction or improvement of the projects established in this Ordinance including payment of such sums as may be required in connection with the issuance of revenue bonds or other legal government financing, the proceeds of which are applied to such capital projects; and

5. County Council finds that the imposition of a capital projects sales and use tax in Oconee County for the projects and purposes defined in this Ordinance for a limited time not to exceed seven (7) years to collect a limited amount of money will serve a public purpose, provide funding for the design, engineering, construction and improvement of water and sewer lines, facilitate economic development, promote public safety, provide necessary infrastructure, promote desirable living conditions, provide improved recreational facilities and opportunities, promote public health and safety in the event of fire, emergency, panic and other dangers and meet present and future needs of Oconee County and its citizens.

NOW THEREFORE BE IT ENACTED BY THE OCONEE COUNTY COUNCIL
THAT:

1. A capital project sales and use tax, as authorized by the Capital Project Sales Tax Act, S.C. Code Ann. Section 4-20-300 et seq., is hereby imposed in Oconee County, South Carolina, subject to a favorable vote of a majority of the qualified electors voting in a referendum on the imposition of such tax to be held in Oconee County, South Carolina on November 7, 2006.

2. The capital project sales and use tax authorized herein shall be imposed for a period not to exceed seven (7) years from the date of imposition.

3. The maximum cost of the projects or facilities to be funded from proceeds of the sales and use tax imposed herein shall not exceed, in the aggregate, the sum of \$53,000,000.00, and the maximum amount of net proceeds to be raised by the tax shall not exceed \$53,000,000.00.

4. The sales and use tax imposed herein shall be imposed only if approved by a majority of qualified electors voting in favor of imposing such tax for the stated purposes in a referendum to be held in Oconee County, South Carolina on November 7, 2006.

5. The capital projects sales and use tax authorized by this Ordinance shall be expended for the purposes stated as follows:

L. The first \$2,071,680.00 collected under the Capital Project Sales and Use Tax shall be distributed to Oconee County, the City of Seneca and the Town of West Union for the following projects:

A. \$1,392,700.00 for the following projects within Oconee County, which projects shall be completed in the order determined by the Oconee County Council:

- \$3,000.00 for Awning and Storage Improvements for the Ebenezer Community
- \$7,000.00 for the Animal Shelter for the Humane Society
- \$12,000.00 for the Walking Track at Fair Oak Elementary School
- \$16,000.00 for the Food Preparation Building for the Mountain Rest Community Club
- \$20,000.00 for a new roof for the Walhalla Civic Auditorium
- \$25,000.00 for Drainage and Parking Improvements for the Ebenezer Community
- \$119,700.00 for Improvements to the Patriot's Hall Veteran's Museum
- \$140,000.00 for a Sub-Station for the Keowee Fire Department.
- \$300,000.00 for the Day Area at Senior Solutions' Oconee Senior Center
- \$375,000.00 for a Fire Department Addition/Annex for the Keowee Fire Department
- \$375,000.00 for the Fire Department Building for the Fair Play Fire Department

B. \$33,980.00 to the Town of West Union for the West Union School Renovations.

C. \$645,000.00 for the following projects within the City of Seneca, which projects shall be completed in the order determined by the Seneca City Council

- \$325,000.00 to the City of Seneca for Renovations of Blue Ridge Field
- \$320,000.00 for an Office Complex for Seneca Chamber of Commerce

II. The next \$50,928,320.00 collected under the Capital Project Sales and Use Tax shall be distributed proportionally, as received, among the following six jurisdictions in the percentages shown:

Oconee County (50.46%); the City of Seneca (26.24%); City of Walhalla (12.96%); the City of Westminster (8.38%); Town of Salem (0.98%); Town of West Union (0.98%) for the following projects:

A. \$25,700,000.00 for the following projects within Oconee County, which projects shall be completed in the order determined by the Oconee County Council:

- \$8,500,000.00 for a Library in the City of Seneca, South Carolina
- \$7,700,000.00 for a Recreation Center in Oconee County
- \$5,000,000.00 for Sewer Facilities in the Fair Play area
- \$4,500,000.00 for Pioneer Water District for Water Line Upgrades in the Fair Play area

B. \$13,360,760.00 for the following projects within the City of Seneca, which project shall be completed in the order determined by the Seneca City Council:

- \$150,000.00 for Tennis Court
- \$150,000.00 for 911 Back-up Generation
- \$250,000.00 for a Walking Track
- \$1,270,700.00 for a Swimming Pool
- \$1,750,000.00 for a Sodium Hypochlorite Disinfection System
- \$1,800,000.00 for an Elevated Storage Tank near the Hospital
- \$2,500,000.00 for an Elevated Storage Tank near Highway 130 and Doug Hollow Road
- \$3,490,060.00 for a Water and Sewer Infrastructure Upgrades and Extensions
- \$2,000,000.00 for Streets and Sidewalk improvements

C. \$6,600,000.00 for the following projects within the City of Walhalla, which projects shall be completed in the order determined by the Walhalla City Council:

- \$500,000.00 for Fire House Renovation/Expansion
- \$1,049,000.00 for Ball Field Construction (Phases 1, 2 and 3)
- \$3,900,000.00 for Water Plant Upgrade
- \$1,151,000.00 for City Hall

D. \$4,267,560.00 for the following projects within the City of Westminster, which Projects shall be Completed in the Order Determined by the Westminster City Council:

- \$84,000.00 for Westminster Depot Restoration
- \$133,560.00 for Skateboard Park
- \$500,000.00 for Water Main Line to Border with Georgia
- \$750,000.00 for Electric Distribution Voltage Conversion
- \$1,300,000.00 for Water Main Line "Northern Loop"
- \$1,500,000.00 for Gymnasium

E. \$500,000.00 for the following project within the Town of Salem:

- \$500,000.00 for Water System Upgrades and Extensions

F. \$500,000.00 for the following project within the Town of West Union:

- \$500,000.00 for Sewer and Water Infrastructure Upgrades

TOTAL COST OF ALL CAPITAL PROJECTS: \$53,000,000.00

6. If the imposition of the sales and use tax is approved by a majority of the qualified electors voting in a referendum to be held in Oconee County on November 7, 2006, the tax is to be imposed on May 1, 2007, provided the Oconee County Voter Registration and Election Commission shall certify the results of the referendum and verify such results to the South Carolina Department of Revenue in a timely manner.

7. The capital projects sales and use tax imposed by this Ordinance, if approved in the referendum conducted on November 7, 2006, shall terminate on the earlier of:
(1) the final day of the seventh year following imposition of the tax; or
(2) the end of the calendar year during which the Department of Revenue determined that the tax has raised revenues sufficient to provide the net proceeds equal to or greater than the amount specified in the referendum questions.

8. Amounts of sales and use tax collected in excess of the required net proceeds must first be applied, if necessary to complete a project for which the tax was imposed including payment of such sums as may be required in connection with the issuance of bonds and other debt obligations, the proceeds of which are applied to such capital projects, otherwise, the excess funds must be credited to the general fund of the governmental entity or entities receiving the proceeds of the tax, in the proportion in which they received the net proceeds of the tax while it was imposed.

9. The capital projects sales and use tax levied pursuant to this Ordinance must be administered and collected by the South Carolina Department of Revenue in the same

manner that other sales and use taxes are collected. The Department may prescribe amounts that may be added to the sales price because of the tax.

10. The tax authorized by this Ordinance is in addition to all other local sales and use taxes and applies to the gross proceeds of sales in the applicable area that is subject to the tax imposed by Chapter 36 of the Code of Laws of South Carolina, and the enforcement provisions of Chapter 54 of Title 12 of the Code of Laws of South Carolina. The gross proceeds of the sale of items subject to a maximum tax in Chapter 36 of Title 12 of the Code of Laws of South Carolina are exempt from the tax imposed by this Ordinance. The tax imposed by this Ordinance also applies to tangible personal property subject to the use tax in Article 13, Chapter 36 of Title 12 of the Code of Laws of South Carolina.

11. Taxpayers required to remit taxes under Article 13, Chapter 36 of Title 12 of the Code of Laws of South Carolina must identify the county, municipality or both in which the personal property purchased at retail is stored, used or consumed in this State.

12. Utilities are required to report sales in the county, municipalities or both, in which the consumption of the tangible personal property occurs.

13. A taxpayer subject to the tax imposed by Section 12-36-920, South Carolina Code Ann., who owns or manages rental units in more than one county, municipality or combination thereof, must report separate in his sales tax return the total gross proceeds from business done in each county or municipality.

14. The gross proceeds of sales of tangible personal property delivered after the imposition date of the tax levied under this article in a county, either under the terms of a construction contract executed before the imposition date, culminating in a construction contract entered into before or after the imposition date, are exempt from the sales and use tax provided in this article if a verified copy of the contract is filed with the Department of Revenue within six months after the imposition date of the sales and use tax provided for in this Ordinance.

15. Notwithstanding the imposition date of the sales and use tax authorized pursuant to this section, with respect to services that are billed regularly on a monthly basis, the sales and use tax authorized pursuant to this article is imposed beginning on the first day of the billing period beginning on or after the imposition date.

16. The revenues of the tax collected under this Ordinance must be remitted to the South Carolina Department of Revenue and placed on deposit with the State Treasurer and credited to a fund separate and distinct from the general fund of the State. After deducting the amount of any refunds made and costs to the Department of Revenue of administering the tax, not to exceed one percent of such revenues, the State Treasurer shall distribute the revenues quarterly to the County Treasurer in the County area in which the tax is imposed and the revenue must be used only for the purposes stated in the imposition Ordinance. The State Treasurer may correct misallocations by adjusting

subsequent distributions; but these distributions must be made in the same fiscal year as the misallocation.

17. The Department of Revenue shall furnish data to the State Treasurer and the Oconee County Treasurer for the purpose of calculating distributions and estimating revenues. The information which must be supplied to counties and municipalities upon request includes, but is not limited, to, gross receipts, net taxable sales, and tax liability to taxpayers. Information about a specific taxpayer is considered confidential and is governed by the provisions of South Carolina Code Ann. Section 12-54-240. Any person violating the provisions of this section shall be subject to the penalties provided for in South Carolina Code Ann., Section 12-54-240.

18. The Oconee County Voter Registration and Election Commission shall conduct a referendum on the question of imposing a capital projects sales and use tax in the area of Oconee County on Tuesday, November 7, 2006, between the hours of 7 a.m. and 7 p.m. under the election laws of the State of South Carolina, mutatis mutandis. The Oconee County Registration and Election Commission shall publish in a newspaper of general circulation the question that is to appear on the ballot, with the list of capital projects and the cost of projects, and shall publish such election and other notices as are required by law.

19. The referendum question to be on the ballot of the referendum to be held in Oconee County on November 7, 2006, must read as follows:

Must a special one percent sales and use tax be imposed in Oconee County for not more than seven (7) years to raise the amounts specified for the following purposes:

I. The first \$2,071,680.00 collected under the Capital Project Sales and Use Tax shall be distributed to Oconee County, the City of Seneca and the Town of West Union for the following projects:

A. \$1,392,700.00 for the following projects within Oconee County, which projects shall be completed in the order determined by the Oconee County Council:

- \$3,000.00 for Awning and Storage Improvements for the Ebenezer Community
- \$7,000.00 for the Animal Shelter for the Humane Society
- \$12,000.00 for the Walking Track at Fair Oak Elementary School
- \$16,000.00 for the Food Preparation Building for the Mountain Rest Community Club
- \$20,000.00 for new roof for the Walhalla Civic Auditorium
- \$25,000.00 for Drainage and Parking Improvements for the Ebenezer Community
- \$119,700.00 for Improvements to the Patriot's Hall Veteran's Museum
- \$140,000.00 for Sub-Station for Keowee Fire Department.
- \$300,000.00 for Day Area at Senior Solutions' Oconee Senior Center
- \$375,000.00 for Fire Department Addition/Annex for Keowee Fire Department
- \$375,000.00 for Fire Department Building for Fair Play Fire Department.

B. \$33,980.00 to the Town of West Union for the West Union School Renovations.

C. \$645,000.00 for the following projects within the City of Seneca, which projects shall be completed in the Order determined by the Seneca City Council:

- \$325,000.00 to the City of Seneca for renovations of Blue Ridge Field
- \$320,000.00 for an Office Complex for the Seneca Chamber of Commerce

II. The next \$50,928,320.00 collected under the Capital Project Sales and Use Tax shall be distributed proportionally, as received, among the following six jurisdictions in the percentages shown:

Oconee County (50.46%); the City of Seneca (26.24%); City of Walhalla (12.95%); the City of Westminster (8.38%); Town of Salem (0.98%); Town of West Union (0.98%) for the following projects:

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- \$5,000,000.00 for Sewer Facilities in the Fair Play area
- \$4,500,000.00 for Pioneer Water District for Water Line Upgrades in the Fair Play area

B. \$13,360,760.00 for the following projects within the City of Seneca, which project shall be completed in the order determined by the Seneca City Council:

- \$150,000.00 for Tennis Court
- \$150,000.00 for 911 Back-up Generation
- \$250,000.00 for a Walking Track
- \$1,270,700.00 for a Swimming Pool
- \$1,750,000.00 for a Sodium Hypochlorite Disinfection System
- \$1,800,000.00 for an Elevated Storage Tank near the Hospital
- \$2,500,000.00 for an Elevated Storage Tank near Highway 130 and Doug Hollow Road
- \$3,490,060.00 for a Water and Sewer Infrastructure Upgrades and Extensions
- \$2,600,000.00 for Water Distribution System Upgrades
- \$2,000,000.00 for Streets and Sidewalks Improvements

C. \$6,600,000.00 for the following projects within the City of Walhalla, which projects shall be completed in the order determined by the Walhalla City Council:

- \$500,000.00 for Fire House Renovation/Expansion
- \$1,049,000.00 for Ball Field Construction (Phases 1, 2 and 3)
- \$3,900,000.00 for Water Plant Upgrade
- \$1,151,000.00 for City Hall

D. \$4,267,560.00 for the following projects within the City of Westminster, which Projects shall be Completed in the Order Determined by the Westminster City Council:

- \$84,000.00 for Westminster Depot Restoration
- \$133,560.00 for Skateboard Park
- \$500,000.00 for Water Main Line to Border with Georgia
- \$750,000.00 for Electric Distribution Voltage Conversion
- \$1,300,000.00 for Water Main Line "Northern Loop"
- \$1,500,000.00 for Gymnasium

E. \$500,000.00 for the following project within the Town of Salem:

- \$500,000.00 for Water System Upgrades and Extensions

F. \$500,000.00 for the following project within the Town of West Union:

- \$500,000.00 for water and sewer upgrades

TOTAL COST OF ALL CAPITAL PROJECTS: \$53,000,000.00

Yes
 No

20. In the referendum on the imposition of a special projects sales and use tax in Oconee County, all qualified electors desiring to vote in favor of imposing the tax for the stated purpose shall vote "yes" and all qualified electors opposed to levying the tax shall vote "no." If a majority of the electors voting in the referendum shall vote in favor of imposing the tax, then the tax is imposed as provided in Capital Project Sales Tax Act, Section 4-40-330 et seq., and this Ordinance. Expenses of the referendum must be paid by the governmental entity or entities that would receive the proceeds of the tax in the same proportion that those entities would receive the net proceeds of the tax.

21. Upon receipt of the returns of the referendum, the Oconee County Council shall, by Resolution, declare the results thereof. The results of the referendum, as declared by the Resolution of the Oconee County Council, are not open to question, except by suit or proceeding instituted within thirty (30) days from the date that Oconee County Council shall adopt a Resolution declaring the results of such referendum.

22. The imposition of a capital project sales and use tax in Oconee County is subject in all respects to the favorable vote of a majority of qualified electors casting votes in a

referendum on the question of imposing a capital project sales and use tax in the area of Oconee County in a referendum to be conducted by the Registration and Election Commission of Oconee County on November 7, 2006, and the favorable vote of a majority of the qualified electors voting in such referendum shall be a condition precedent to the imposition of a capital project sales and use tax pursuant to the provisions of this Ordinance.

23. This Ordinance shall take effect immediately upon adoption.

24. All provisions in other County Ordinance in conflict with this Ordinance are hereby repealed.

25. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

This Ordinance shall become effective upon third and final reading.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
MEETING DATE: 8/8/06
MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Approval of Lease Agreement Between Oconee County and Joshua Thornton

BACKGROUND OR HISTORY:

The Oconee County Sheriff's Department is in need of leasing some property for the housing of livestock and the cost for the lease of this property is to keep the fence in repair, pay the taxes on the property and maintain fire and hazard insurance on the leased premises.

SPECIAL CONSIDERATIONS OR CONCERNS:

Lessee agrees to accept the premises in the same condition and state of repair as exists upon the date of taking possession of the leased property.

STAFF RECOMMENDATION FOR COMMITTEE ACTION:

Consideration of Approval of this lease agreement.

FINANCIAL IMPACT:

The cost to the County Sheriff's Department will be keeping the fence in good repair, paying the taxes and maintaining insurance on the property.

ATTACHMENTS:

Proposed Lease Agreement

Submitted or Prepared By:

Opal O. Green
Department Head

Approved for Submittal to Council:

Tom Hendricks
Tom Hendricks, Administrator

by Em

Reviewed By/Initials:

[Signature] :County Attorney

_____ :Finance

_____ :Other

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

LEASE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, _____, by and between Oconee County, on behalf of the Oconee County Sheriff's Department, (hereinafter "the Lessee") and Joshua Thornton (hereinafter "the Lessor"), and this Agreement is executed and delivered in duplicate originals.

ARTICLE I: PREMISES

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

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in Bear Swamp Community, Oconee County, South Carolina, containing 2.936 acres, and designated as Lot No. 4, on a plat prepared by Perry B. Wilson, Jr., dated August 17, 1979, and recorded in Plat Book P-44, Page 484-A, records of Oconee County, South Carolina. This lot being the southwestern portion of Lot No. 1 conveyed to Sidney P. Thornton by deed of Lizzie Mae Oliver recorded in Deed Book 9-G, Page 230, and the southwestern portion of Lot No. 2 included herein is a portion of Lot No. 2 conveyed to Sidney P. Thornton by Lizzie Mae Hamby Oliver, et al. by deed recorded in Deed Book 13-G, Page 123, records of Oconee County, South Carolina.

This conveyance is made subject to any and all easements, restrictions, covenants, conditions, rights of way, zoning rules and laws and regulations, any of which may be found of record in the Office of the Clerk Court for Oconee County, South Carolina.

ARTICLE II: TERM AND RENTAL

2.1: ORIGINAL TERM

The term of this Lease shall be for a period of one (1) year, that is, commencing on the 26th day of July, 2006, and ending on the 25th day of July, 2007.

2.2: CONSIDERATION

In consideration of this lease, Lessee agrees to repair and maintain the fence that surrounds the premises described in Article I. Lessee further agrees to maintain the barn on the premises when horses under the care of Oconee County Animal Control are on the premises.

2.3 Optional Term

As additional consideration of this Agreement, Lessor hereby grants to the Lessee the right and option to renew this Lease for an additional term of one (1) year, 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 thirty (30) days 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 extend the lease.

ARTICLE III: REPAIR AND MAINTENANCE AND UTILITIES

Lessee agrees to accept the Premises which are the subject of the Lease in the same condition and state of repair as exists upon the date of taking possession hereunder and thereafter. Lessee shall be responsible for all maintenance and upkeep thereon without exception.

ARTICLE IV: COVENANTS OF LESSOR

The Lessor, for himself, his heirs and assigns, covenants and agrees with the Lessee as follows, to wit:

4.1: To allow Lessees quiet and peaceful possession of the leased Premises so long as same be 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.

ARTICLE V: COVENANTS OF LESSEES

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

5.1: To use the property for the sole purpose of providing a secure pasture for any livestock under the jurisdiction of Oconee County Animal Control.

5.2: That it will not sublet the Premises nor assign this Lease to any other person, firm or corporation.

5.3: That it will be solely responsible for any alterations or improvements made on the Premises with the consent of the Lessor, it being understood and agreed that no such alteration may be made without the consent of the Lessor, and shall cause to be paid all costs and expenses in connection therewith in a prompt and businesslike manner so as to protect and save harmless the Lessor and the leased Premises from claims or 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.

5.4: 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.

5.5: 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:

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

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

Signed, Sealed and Delivered
in the Presence of:

Witness:

Oconee County
Lessor:

Witness:

Witness:

Joshua Thornton
Lessor

Witness:

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:
COUNCIL MEETING TIME: 7:00 p.m.**

ITEM TITLE OR DESCRIPTION:

Long Term Auto Parking Fee at Oconee County Regional Airport.

BACKGROUND OR HISTORY:

Historically throughout the United States Airports charge a periodic fee for long term auto parking. At most Commercial airports auto parking revenue contributes over 30 % of the airports operating revenue. Several (Four in the last month) airport patrons have asked if long term parking was available at the airport and how much was the monthly fee. This service is an unrealized source of revenue for the airport. Individuals requesting and those that would take advantage of the service are usually financially independent and appear more than willing to pay a reasonable fee for the privilege of leaving a "convenience" car at the airport.

SPECIAL CONSIDERATIONS OR CONCERNS:

Liability insurance: Autos parked on county property should be covered by the County's liability insurance policy and this coverage would apply to these long term cars.

Vehicle Security and Keys - The parking area is inside the perimeter security gate and offers a modest degree of security for the vehicles. Keys to the vehicles are usually retained by the owners. Those owners who request the airport staff keep the keys in a secure area will be made to understand the keys to the vehicles may not be available to them during times when the terminal is closed.

A formal parking agreement would be signed by each party based on a monthly parking fee of \$12 per month or \$120 per year beginning Jan 1, 2007. Current car owners parked in the area will be notified of the new fee in writing.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends County Council approve the new long term auto parking effective on Jan 1, 2007.

FINANCIAL IMPACT:

There is no significant impact on the Airport Expenses. Fees charged for long term parking would increase revenue by approximately \$1200 per year. There would be a slight additional amount of clerical work in fee notifications, billing and fee collections.

ATTACHMENTS:

NON-Tenant Long Term Vehicle Parking agreement.

Submitted or Prepared By:

Kevin D. Short, Airport Director

Approved for Submittal to Council:

Tom Hendricks
Tom Hendricks, County Administrator
by *SH*

Reviewed By/ Initials:

_____ County Attorney

_____ OMB

_____ DOAS

_____ Department
C. Clerk to Council

DRAFT

OCONEE COUNTY REGIONAL AIRPORT

NON-TENANT LONG-TERM VEHICLE PARKING AGREEMENT

This agreement is made by and between the County of Oconee (County) and the vehicle owner (Lessee) as identified in the following:

1. Lessee shall be entitled to a vehicle parking space and use the same for vehicle parking, but for no other purpose. Vehicle is defined as a passenger car, pickup truck or other similar type vehicle. Vehicle is not intended to be a large truck, motor home, trailer or any other vehicle the Airport Manager determines is not appropriate to be parked at the airport (NO CAMPERS OR LARGE RECREATIONAL COACHES, CONVERTED BUSES). In occupying and using said parking area, Owner shall comply with all rules and regulations promulgated by the Oconee County Council.
2. The non-tenant vehicle parking fee for said parking shall be the sum set by the County by resolution as follows:
 - Long Term Vehicle Parking, 72 hours or longer:
 1. \$10.00 per month paid in advance
 2. \$100.00 per year paid in advance.
3. Lessee shall maintain the parked vehicle in good operating condition at all times while stored on airport property. The County shall maintain the parking area in good repair and appearance.
4. Lessee shall not assign his or her interest in this agreement or sublet the parking area. If the parking area is not used to store an owned vehicle or if left unoccupied for more than 90 days, the Owner shall surrender the parking area and vacate the premises. Reimbursement of remaining parking fee funds shall be returned as provided in item 10 of this agreement.
5. Each vehicle based at the airport must be covered by automobile insurance and must be currently registered (current vehicle registration certificate). A copy of the proof of insurance and registration must be supplied to the County.
6. It is understood and agreed the County shall have the right to enter and inspect the parking area premises at all reasonable times to insure maintenance and safety of the premises.
7. Lessee shall not commit, nor allow to be committed, any waste disposal on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.
8. The County and Lessee agree any violation of any of the conditions of this agreement or any violations of the Airport's rules and regulations shall be sufficient cause for eviction of Owner from said premises. Owner agrees to pay all costs of such action, including such reasonable attorney's fees as may be fixed by the court.

DRAFT

9. Upon termination of this agreement, Owner will peacefully and expeditiously vacate the parking space leaving it in as good condition as when received.
10. This agreement may be terminated by either party by giving thirty (30) days written notice to the other party. Owner shall be reimbursed for any prepaid parking fee on a prorated basis for each month remaining during the payment period.

Owner's Name

Mailing Address, Street

City, State, Zip

Home Phone

Work Phone

FAX

Insurance Company

Expiration Date/Extension

Vehicle Registration Date (month/year)

I have read this Parking Agreement and have received a copy the Airport rules and regulations and I agree to all provisions and conditions contained therein.

Owner's Signature

Date

I have reviewed this agreement with the Owner and have received all required documents, including proof of insurance.

Airport Manager

Date

Please remit to:

Oconee County Regional Airport
365 Airport Rd
Seneca, SC 29678

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE:
COUNCIL MEETING TIME: 7:00 p.m.

ITEM TITLE OR DESCRIPTION:

Courtesy Car Sign-out policy and Hourly charge for Oconee Regional Airport Transient crews.

BACKGROUND OR HISTORY:

Historically the County operated FBO allows transient pilots the use of a county owned courtesy cars for short periods of time (less than 2 hours) at no charge (this is an industry norm). Infrequently this amenity is abused by insensitive pilots who intentionally take the vehicle for several hours. The new policy would permit the Airport staff to charge the offending pilots an overtime penalty of \$15.00 per hour for each additional hour (or fraction thereof) the cars are kept out over the 2 hour limit.

SPECIAL CONSIDERATIONS OR CONCERNS:

The staff should still retain a degree of discretion in applying this policy to aircraft crews purchasing large quantities of fuel (more than \$200) per individual purchase or when extenuating circumstances occur.

There may be instances where a transient passenger would request to use the courtesy car for more than 2 hours and in this case the staff could have the flexibility to deny the request or charge the added fee.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends County Council approve the new courtesy car policy effective on Aug 1, 2006.

FINANCIAL IMPACT:

There is no significant impact on the Airport Expenses. Airport revenue may increase slightly but no more than \$500 per year.

ATTACHMENTS:

None

Submitted or Prepared By:

Kevin D. Short, Airport Director

Approved for Submittal to Council:

Tom Hendricks, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ OMB

_____ DOAS

_____ Department

C: Clerk to Council



**OCONEE COUNTY BOARD OF DISABILITIES
AND SPECIAL NEEDS
TRIBBLE CENTER**

116 South Cove Road
Seneca, South Carolina 29672-6711

(854) 885-6055 FAX (854) 885-6058

jmiza@occountysouth.net

Days A. Rooske
Chairman

Robert W. Linggitt
Vice-Chairman

Jerry C. Miza
Executive Director

August 14, 2006

Oconee County Council
Walhalla SC 29693

Dear Mr. Hendricks

For many years the Oconee Disabilities and Special Needs Board (Oconee DSN), better known as the Tribble Center, has had a partnership with the Oconee County Supervisor's office. Because the Oconee DSN Board is a non-profit agency the county's assistance has helped us tremendously. Over the years the county has provided many things, including materials, equipment and labor for building and road construction projects.

Currently, the Board owns a tract of land off South Cove Road, just beyond Nalley Road, that includes a pond. The vision of the Board is to make improvements to the pond and surrounding area by building a sheltered picnic area for use by the consumers served and the civic organizations and churches that support us. Grants have been written with some success and some labor and equipment have been donated. Our request from the county is to provide more gravel (approximately 80 tons) at this site, at the bequest of Mr. Sam Thrift.)

As in the past, we would be most appreciative of your assistance with this request and would be more than happy to meet with you to discuss in detail and answer any questions you may have.

If you need additional information, please contact me. Thank you for your attention to this matter.

Sincerely,

Jerry C. Miza
Executive Director