

**OCONEE COUNTY COUNCIL  
ORDINANCE NO 2007-19  
AN ORDINANCE ESTABLISHING A HOME DETENTION PROGRAM**

WHEREAS, the Home Detention Act of 1990 allows for Counties to establish a home detention program as an alternative to confinement in the County detention facility; and

WHEREAS, a Home Detention program will reduce the cost to the County for confining low risk, non-violent adults and juveniles; and

WHEREAS, a Home Detention program will increase the space within the County detention facility for high risk adult offenders; and

WHEREAS, a Home Detention program would allow participants in the program to engage in gainful employment,

NOW, THEREFORE, BE IT ORDAINED BY COUNCIL, DULY ASSEMBLED AND VOTING, WITH QUORUM PRESENT, the following:

I. A Home Detention program is hereby established in Oconee County as an alternative in the Oconee County Detention Center in accordance with the Home Detention Act of 1990 [S.C. Code Section 24-13-1510, et. Seq.]

II. In accordance with S. C Code Section 24-13-1530, an electronic and non-electronic home detention program may be used by any Court in Oconee County having criminal or juvenile jurisdiction to sentence an individual to incarceration and whose sentences do not place them in the custody of the State Department of Corrections. The home detention program established by this Ordinance will be an alternative for low risk, non-violent adults and juvenile offenders who are selected by the Court and who comply with the regulations and program guidelines adopted by Oconee County in accordance with this Ordinance. This program may also apply to pretrial or pre-adjudicatory detention, community corrections [diversion] and work release.

III. The home detention program hereby established in Oconee County shall comply with all applicable state and local laws and regulations, including but not limited to, S. C. Code Section 24-13-1510, et. Seq., as amended and minimum standards for local detention facilities in South Carolina. The Oconee County Sheriff, as the detention facility administrator, or his designee, shall establish guidelines, policies, procedures, rules and regulations for the Home Detention program. The Sheriff or his designee shall be responsible for implementation and administration of the program.

**Marion E. Lyles, Chair  
Oconee County Council**

Attest:

**Elizabeth G. Hulse, Clerk  
Oconee County Council**

1<sup>st</sup> Reading: 11-06-07  
2<sup>nd</sup> Reading:  
3<sup>rd</sup> Reading:

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: Nov. 13, 2007  
COUNCIL MEETING TIME: 3:00 P.M.

**ITEM TITLE OR DESCRIPTION:**

Request for Oconee County PRT to participate in the 2008 Atlanta Boat Show as an exhibitor

**BACKGROUND OR HISTORY:**

The PRT Commission requests the use of up to \$6,000 from the 75% fund of the local accommodations tax for all costs associated with having an Oconee County booth at the upcoming Atlanta Boat Show. These funds will cover booth expenses, as well as travel, lodging and per diem for staff and several commission members to work the 5 day show from January 9-13, 2008. This show averages 50,000 in attendance annually and provides an opportunity to showcase Oconee County and the surrounding lakes to the Atlanta region. Using funds to promote Oconee County in a way to generate publicity is an acceptable expenditure of local accommodations tax funds.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

All funds used are to come from the 75% Local Accommodations Tax fund. The existing balance of the 75% fund is \$168,745.19

**STAFF RECOMMENDATION:**

Approval of use of local accommodations tax funds for operating an Oconee County trade show booth at the Atlanta Boat Show January 9-13, 2008.

**FINANCIAL IMPACT:**

Up to \$6,000 from the 75% fund of the Local Accommodations Tax

**ATTACHMENTS:**

Submitted or Prepared By:

Phil Shirley, PRT Director  
Department Head/Elected Official

Approved for Submittal to Council:

  
Dale Surratt, County Administrator

Reviewed By/ Initials:

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

\_\_\_\_\_ Finance

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 13, 2007  
COUNCIL MEETING TIME: 3:00 PM

**ITEM TITLE OR DESCRIPTION:**

ATAX grant to Blue Ridge Arts Council in the amount of \$2,520.00 for Advertising (Postcards/Programs/Newspaper) the annual Juried Art Show entitled "Captured Imagination" to communities outside Oconee County and with a regional Arts publication covering both North Carolina and South Carolina. This show will begin January 18, 2008 and continue through March 13, 2008 at the Blue Ridge Arts Center. Request approved in ATAX Committee on 11/7/07 by a unanimous vote.

**BACKGROUND OR HISTORY:**

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

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Original grant requests was \$2,770.00. The ATAX Committee deemed that \$250.00 of the requested funds were not fundable, therefore the amount recommended for approval is \$2,520.00.

**STAFF RECOMMENDATION:**

Approval of ATAX grant request of \$2,520.00 to the Blue Ridge Arts Council.

**FINANCIAL IMPACT:**

Current ATAX fund balance is \$16,798.36. We have one ATAX request this grant cycle. If approved by County Council, the remaining balance will be \$14,278.36.

**ATTACHMENTS:**

Blue Ridge Arts Council Grant Request

Submitted or Prepared By:

Phil Shirley, PRT Director  
Department Head/Elected Official

Approved for Submittal to Council:

Dale Surrent, County Administrator

Reviewed By/ Initials:

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

DS  
Finance

VAC  
Other Grants

C: Clerk to Council



111 E. South Second St.

Seneca, SC 29678-3403

Phone/Fax: (864) 882-2722

E-mail: [blueridgearts@bellsouth.net](mailto:blueridgearts@bellsouth.net)

Web: [blueridgeartscenter.com](http://blueridgeartscenter.com)

October 15, 2007

Geri McSwain, Chairperson  
Oconee County ATAX Committee  
335 Fernwood Drive  
Salem, SC 29676

Enclosed please find ATAX application for our 2008 17<sup>th</sup> Annual Juried Art Show tentatively entitled "Captured Imagination" which will open on January 18<sup>th</sup> and continue through March 13, 2007.

Due to the amazing positive response of the sister show at the Seneca Woman's Club in 2007, the Salon de Refuses will again be offered to the public.

As required, quotes received within 60 days have been enclosed to substantiate the amounts requested. We do not receive quotes from the media and have enclosed the latest invoices covering similar advertising.

We thank you for the opportunity of submitting our application and hope that the committee will find it deserving of appropriate funding.

Sincerely,

BLUE RIDGE ARTS COUNCIL

Bess Ciupak, President  
Enc.

**OCONEE COUNTY ATAX GRANT  
APPLICATION FORM  
FOR TOURISM RELATED PROJECTS**

**I. APPLICANT**

A. Name of Organization Blue Ridge Arts Council

B. Address 111 E. South Second St., Seneca, SC 29678

**II. FUNDS REQUESTED**

A. ATAX Funds Requested \$ 2,770.00

B. How will ATAX Funds be used? ATAX funds will be used to enhance participation in the 17<sup>th</sup> Annual Juried Art Show at the Blue Ridge Arts Center, opening January 19, 2008. Advertisement throughout the region in a variety of media, the design, printing and mailing of show cards, printing of the exhibition catalog, and advertising for the opening reception will be included in the funded activities

C. Estimated percentage of costs directly attributed to attracting or serving tourists? 20%

D. Funds furnished by your organization: \$2,650.00

Matching grant \$ \_\_\_\_\_ Source \_\_\_\_\_

Other Funding \$ 500.00 Source The Arts Company

E. Provide an itemized budget for your event and for allotted funds. **THIS IS REQUIRED**, attach on a separate sheet.

### III. NARRATIVE PROJECT DESCRIPTION

A. Project Title 17<sup>th</sup> Annual Juried Art Show

B. Description of project The annual juried show is an opportunity for BRAC to encourage artists both from our membership as well as from outside the area to join in a prestigious event. The use of advertising in a wider area and enticement of higher cash awards will draw more artists to Oconee County for the show. The addition of new "one-man show" awards, modeled after the Arts Company award, will also attract more diverse artists to the juried show. This, in turn, will attract a larger number of visitors to view the show at the gallery. Due to the amazing positive response of the sister show at the Seneca Womans Club in 2007, the Salon de Refuses will again be offered to the public.

C. Who will benefit from this project? The entire county can benefit from the dollars spent by the visiting artists who enter a show of this caliber with awards that justify the entry and traveling fees involved. Friends, families and vacationers will also be attracted to the show, which will be promoted throughout the state.

### IV. DATES OF PROJECT

Beginning December / 2007 Ending March 9<sup>th</sup>, 2008

### V. APPLICANT CATEGORY

Government Entity:

Non-profit Organization: Incorporation date 1970

Eleemosynary Organization under IRS Code: IRS #23-7360169

Date of Determination Letter October 1974

### VI. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County? By increasing the publicity for artists from a wider geographic area to enter the juried show, the level of quality of the artwork submitted will increase. This will increase the



number of visitors both from the local area as well as from afar. These visitors will patronize restaurants, lodging, and shops in the county. As the quality of the show increases, the reputation of the yearly show will continue to attract new tourists to the upstate for years to come. The 2007 juried show, partially funded by Oconee County ATAX funds, was the most successful and highest attended juried show in BRAC's history. Blue Ridge Arts Council wants to build on this success, expanding our viewing audience past the South Carolina borders, into Georgia and North Carolina.

How many visitors/participants attended the event last year and are anticipated this year? 2007: 625 at \*BRAC Gallery, 377 at \*\*sister show at Seneca Woman's Club. Increase expected for 2008: 10-15%

How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year? 2007: 92 \* / 26\*\*  
Increase expected for 2008 - 10-15%.

How many overnight stays were created by this event last year and are anticipated this year? We estimate about 10% to be overnight stays.

How do you plan to advertise this event beyond a 50 mile radius of Oconee County?

State wide media press releases, Sandlapper Mag., Greenville News, Anderson Independent, Golden Corner, Lake Living, Mag., & Carolina Arts Mag (N & S.Carolina), Laurel, Travel Host, SCAC website and BRAC website & links

What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners)

BRAC attendance log, advertising will be designed to include website response coding for tracking effectiveness of ads to the target audience and guest register from Seneca Womans Club.

What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics)

BRAC attendance log, guest register at Seneca Womans Club, website hits and audience responses, community meetings

## VII. AUDIT

Does your organization perform an independent audit? Yes  No

Name of the Auditor Peter Cooke, Retired CPA, (Volunteer Audit)

VIII. Will your project be using any funds from another group that received ATAX funds? NO

*I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project and that all information required for final reporting MUST be detailed when project is complete.*

A. Contact Name Bess Ciupak Title President

Signature \_\_\_\_\_ Date \_\_\_\_\_

Address 111 E. South Second St., Seneca, SC 29678

E-mail office@blueridgeartscenter.com FAX (864) 882-2722

Phone Number (s) (864) 882-2722

B. Alternate Contact Cindy Blair Title BOD Grant Chair

Address 111 E. South Second St., Seneca, SC 29678

E-mail office@blueridgeartscenter.com FAX (864) 882-2722

Signature \_\_\_\_\_ Date \_\_\_\_\_

Phone Number (s) (864) 882-2722



**17th ANNUAL JURIED ART SHOW - BUDGET**

	A	B	C	D	E
1	DESCRIPTION	COST	GRANT		
2	Juror: Total Juror	\$ 300.00			
3	Awards				
4	1st Place - 2 Dimensional	\$ 500.00			
5	1st Place - 3 Dimensional	\$ 500.00			
6	2nd Place - 2 Dimensional	\$ 250.00			
7	2nd Place - 3 Dimensional	\$ 250.00			
8	3rd Place - 2 Dimensional	\$ 150.00			
9	3rd Place - 3 Dimensional	\$ 150.00			
10	Merit - 2 @ \$100	\$ 200.00			
11	Honorary Mention - 4 @ \$50.00	\$ 200.00			
12	(4) Private exhibition awards (The Arts Company, Patina's on the Alley, The Artist Loft, and BRAC)				
13	<b>Total Juror and Awards</b>	\$2,500.00			
14					
15	Reception - Music	\$ 250.00	\$ 250.00		
16	Food sponsor - Applebee's	\$100.00			
17	Reception - Art Preview Evening	\$250.00			
18	<b>Total Receptions</b>	\$600.00			
19					
20	Printing / Postage:				
21	Call for entries & postage:	\$ 750.00			
22	Postcards & postage:	\$ 400.00			
23	Programs/ Inserts /Posters	\$ 700.00			
24	<b>Total Printing</b>	\$1,850.00	\$ 1,850.00		
25	Ads:				
26	Greenville	\$ 350.00			
27	Anderson Independent	\$ 200.00			
28	Carolina Arts	\$ 170.00			
29	Daily Journal	\$ 300.00			
30	<b>Total Advertising</b>	\$ 970.00	\$670.00		
31					
32	<b>BUDGET TOTAL</b>	\$5,920.00			
33					
34	<b>GRANT TOTAL</b>		\$ 2,770.00		



1376-1111 Hager Blvd.  
 PO Box 767  
 Clemson, SC 29633  
 Ph. 864-654-4000  
 Fax. 864-654-7438  
 www.cpprint.com  
 sales@cpprint.com

**Proposal 7412**

**Date: 08/27/07**

**Bess Clupak**  
**Blue Ridge Arts Council**  
 111 E. South Second Street  
 Seneca SC 29678

Ship To:

< Same as Bill To >

Deliver

Acct.No	Ordered By	Phone	Fax	P.O. No	Prepared By	Sales Rep						
371	Bess Clupak				Deborah	Sonnie						
Quantity	Description					Price						
500	4 x 6 Post Card- Color Front					160.00						
<table border="1"> <thead> <tr> <th>Quantity</th> <th>Price</th> </tr> </thead> <tbody> <tr> <td>750</td> <td>235.00</td> </tr> <tr> <td>1000</td> <td>310.00</td> </tr> </tbody> </table>							Quantity	Price	750	235.00	1000	310.00
Quantity	Price											
750	235.00											
1000	310.00											
Paper: Cover Coated Kromekote 10 PT C1S 4 x 6 Print: One Side												
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Quantity	Price											
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1000	165.00											
Paper: Cover Coated Kromekote 10 PT C1S 4 x 6 Print: One Side												
500	5 x 8 Post Card-Color Front					160.00						
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Quantity	Price											
750	235.00											
1000	310.00											
Paper: Cover Coated Kromekote 10 PT C1S 8 x 5 Print: One Side												

continued...



1376-118 Tiger Blvd.  
 PO Box 767  
 Clemson, SC 29633  
 Ph. 864-654-4000  
 Fax 864-654-7838  
 www.epprint.com  
 sales@epprint.com

**Proposal 7412**

**Date: 08/27/07**

Page 2

Bess Clupak  
 Blue Ridge Arts Council  
 111 E. South Second Street  
 Seneca SC 29678

Ship To:

< Same as Bill To >

Delivery:

Acct.No	Ordered By	Phone	Fax	P.O. No	Prepared By	Sales Rep
371	Bess Clupak				Deborah	Bonnie
<b>Quantity</b>	<b>Description</b>					<b>Price</b>
500	5 x 8 Post Card-Black back					70.00
	<b>Quantity</b>	<b>Price</b>				
	750	105.00				
	1000	135.00				
Paper	Cover Coated Kromekote 10 PT C1S, 8 x 5					
Print	One Side					
Received by: _____				Date: 8/27/07		
<b>Terms</b>	<b>Subtotal</b>	<b>Shipping</b>	<b>Postage</b>	<b>Tax</b>	<b>Total</b>	
C.O.D.	474.00	0.00	0.00	33.18	507.18	



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 Clemson, SC 29633  
 Ph. 864-654-4000  
 Fax 864-654-7438  
 www.cpprint.com  
 sales@cpprint.com

**Proposal 7413**

**Date: 08/27/07**

**Bess Ciupak**  
**Blue Ridge Arts Council**  
 111 E. South Second Street  
 Seneca SC 29678

Ship To:

< Same as Bill To >

Delivery:

Acct. No	Ordered By	Phone	Fax	P.O. No	Prepared By	Sales Rep						
371	Bess Ciupak				Dorothy	Bonnie						
Quantity	Description					Price						
500	<b>8.5 x 11 Flyer-Color Copier</b>					525.00						
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1000	1030.00											
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500	<b>11 x 14 Flyer-Color Copier</b>					535.00						
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Quantity	Price											
750	795.00											
1000	1050.00											
	Paper: Offset 70# Color Copy 11 x 14 Print: Two Sides											
500	<b>8.5 x 11 Programs</b>					300.00						
	<table border="1"> <thead> <tr> <th>Quantity</th> <th>Price</th> </tr> </thead> <tbody> <tr> <td>750</td> <td>440.00</td> </tr> <tr> <td>1000</td> <td>575.00</td> </tr> </tbody> </table>	Quantity	Price	750	440.00	1000	575.00					
Quantity	Price											
750	440.00											
1000	575.00											
	Paper: Cover 65# Cougar Cover 8.5 x 11 Print: One Side											
Received by: _____		Date: ___/___/___										

Terms	Subtotal	Shipping	Postage	Tax	Total
C.O.D.	1360.00	0.00	9.00	95.20	1455.20



111 E. South Second St.  
Seneca, SC 29678-3403  
Phone/Fax (864) 882-2722  
E-mail: office@blueridgeartscenter.com  
Web: blueridgeartscenter.com

August 24, 2007 - REQUEST FOR QUOTATION

The Oconee County grant applications now require quotes on printing that are no more than 30 days old. Therefore, for each exhibit application we need a newly dated quote with any price adjustments that may be necessary.

For your convenience we have listed below our standard exhibit requirements, which can be used for each quote unless advised otherwise.

ITEM #	DESCRIPTION	PRICE 200	PRICE 750	PRICE 1000
1	POSTCARDS - 4 X 6 card stock Front: full color, low gloss Back: Black & White, no gloss Imprinted postage stamp.	X \$382.50	\$393.50	X 405.50
2	POSTCARDS: 5 X 8 card stock Front: full color, low gloss Back: Black & White, no gloss Imprinted postage stamp.	X \$381.50	\$406.50	X \$430.50
3	CALL FOR ENTRY: 8.5" x 11" #24 weight paper full color both sides Tri folded Imprinted postage stamp	X \$464.00	\$504.00	X \$538.00
4	CALL FOR ENTRY: 11" X 14" #24 weight paper full color both sides Tri folded Imprinted postage stamp	X \$486	\$529.00	X \$564.00
5	500 programs: 8.5" x 11" Book folded - card stock Full color - outside Blank inside.	X \$339.00	\$368.00	\$397.00

*A. Denise Pruitt*  
Signature

Print It, Inc 8/25/07

Print Message

FYI  
COPY

Close this window

From: "Deborah Greenlee" <deborah@epprint.com> Add to Address Book  
Date: 2007/08/29 Wed AM 08:45:07 EDT  
To: <gipales@aol.com>  
CC: <office@blueridgeartscenter.com> Add to Address Book  
Subject: Quote for Blue Ridge Arts Council from East Park Printing

The cost for making the jobs you requested a quote on (postcards & flyers) will be approximately \$208 per job.

This cost includes us injecting addresses and using your permit number.

If you have any questions, please feel free to give me a call.

Thank You,

Deborah Greenlee  
East Park Printing  
Customer Service  
(864) 634-4000 office  
(864) 634-7638 fax

Additional  
printing needed  
of permit



Greenville News

8/17/2007

Date: 8/17/2007  
 Type: Bill  
 Reference:

Original Amt.  
 294.00

Balance Due: 294.00  
 Discount:  
 Check Amount:

Payment:  
 294.00  
 294.00

*Miss*  
**Support for**  
*Juried Show.*

Checking Account -

294.00

ISSUE BY (13)

ISSUE BY (13) (13)

NEWS To Reader: 1-800-226-5380 or www.news.com

PRINTED IN USA

ISSUE BY (13)	ISSUE BY (13) (13)	RATE MATRIX				294.00
<p><i>Eye of the Beholder</i>  <i>OC ARTS</i></p> <p><i>8/17/07</i>  <i>PD 9027</i></p>						

CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	OVER 120 DAYS	TOTAL DUE
\$294.00	\$0.00	\$0.00	\$0.00	\$0.00	\$294.00

CONTRACT TYPE	CONTRACT QUANTITY	EXPIRATION DATE	CURRENT USAGE	TOTAL USED	QUANTITY REMAINING	SALESPERSON
						HENDERSON

U	MER NUMBER	NAME	INVOICE NUMBER	AMOUNT PAID
	210973	BLUE RIDGE ARTS COUNCIL	0003231094	

ICE CHARGE is computed by a periodic rate of 1.0% per month which is an ANNUAL PERCENTAGE RATE OF 12% applied to the previous balance after deducting payments or checks payable to Greenville News - 10000. IF THERE ARE ANY QUESTIONS CONCERNING THESE CHARGES, PLEASE NOTIFY THE ACCOUNTING DEPARTMENT (864)266-4232 AT THE ABOVE ADDRESS.

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	DESCRIPTION - OTHER COMMENTS (IF APPLICABLE)	PAID AMOUNT	PAID PER RATE	CROSS-CHARGE	AMOUNT DUE
06/30	Previous Balance				0.00
07/18	Ad #181763	2 x 2 1	1		74.00
	Order #33554	4 1	18.50		
	3 Colors				33.32
07/18	Ad #181764	2 x 2 1	1		2.00
	Order #33554	4 1	0.50		
	3 Colors				0.00
8/31	Balance Due				109.32

*Restrictions: Deemed NOT ASX  
Eye of the Beholder  
Landing Show*

*Also support for  
Juvied Show*

STATEMENT OF ACCOUNT - AMOUNT OF PAST DUE AMOUNTS

AMOUNT DUE	PAID	PAID	PAID	PAID	TOTAL AMOUNT DUE
\$109.32	\$0.00	\$0.00	\$0.00	\$0.00	\$109.32

Advertiser: **Independent Mail**

1000 Independence Ave  
St. Louis, MO 63102-1000  
Phone: (314) 241-1000 or (314) 241-1001

\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

ADVERTISER NUMBER	ADVERTISER INFORMATION			
	REPLY DATE	DELCO ACCOUNT NUMBER	POST-PAID POST NUMBER	ADVERTISER PHONE NUMBER
80085	07/01/2007 - 07/31/2007	38118	38118	Blue Ridge Arts Center

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	DESCRIPTION / OTHER COMMENTS / DEDUCTIONS	PAID DATE	PAID AMOUNT	UNPAID BALANCE	NET AMOUNT
07/31	Previous Balance				109.32
08/17	Payment 151 TENNY SEPR (0023)				109.32
08/05	Ad #184265 Date #340711		15x2.5		37.50
	OOONLI TOSS!		3.75		
	3 Color				2.81
08/31	Balance Due				42.59

*A-Tax*

*Also Support for Juried Show*

**STATEMENT OF ACCOUNT** AGING OF PAST DUE AMOUNTS

UNPAID AMOUNT	30 DAYS	60 DAYS	90 DAYS	120 DAYS	TOTAL AMOUNT DUE
\$42.59	\$0.00	\$0.00	\$0.00	\$0.00	\$42.59

Advertiser: **Independent Mail**  
 4000 LINDSEY DRIVE, SUITE 100  
 CHARLOTTE, NC 28217  
 TEL: 704.366.1000 FAX: 704.366.1001

\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

STATEMENT NUMBER	BILLING PERIOD	ADVERTISER INFORMATION		
		BILLED ACCOUNT NUMBER	ADVERTISER CLIENT NUMBER	ADVERTISER CLIENT NAME
81204	08/01/2007 - 08/31/2007	38118	38118	Blue Ridge Arts Center



Shoestring Publishing 2006  
Carolina Arts  
P.O. Drawer 427  
Bonneau, SC 29431  
843/825-3408 Phone, Fax, & Answering Machine

Customer Statement      Date  
5/29/07

Blue Ridge Arts Council #18900  
111 East South Second St  
Seneca, SC 29678

Invoice #	Date	Reference / Ad Size	Debit	Credit	Balance
IN987	6/1/07		120.38		120.38

*Quid # 6500 6-7-07*  
*Eye*

*Also support  
for Juried  
Shows.*

Thanks for your support!  
Please think of us before the 25th.  
Payment Due Upon Receipt, Past Due on the 25th.

0-20 Balance	30+ Balance	60+ Balance	90+ Balance	Total Balance
120.38	0.00	0.00	0.00	120.38

AGENDA ITEM SUMMARY  
O'CONNOR COUNTY, SC

COUNCIL MEETING DATE: November 13, 2007  
COUNCIL MEETING TIME: 3:00 PM

**ITEM TITLE OR DESCRIPTION:**

Arts & Historical grant request to the Westminster Chamber of Commerce, in partnership with the Westminster Area Historic Preservation Society, in the amount of \$500 for advertising a tour of homes to include the Westminster Presbyterian Church as well as Historic Homes on December 2, 2007. Request approved in Arts & Historical Committee on 11-01-07 by a unanimous vote.

**BACKGROUND OR HISTORY:**

The Westminster Chamber of Commerce requests assistance in the cost of advertising a Christmas tour of historic homes.

**STAFF RECOMMENDATION:**

Approval of Arts & Historical Committee grant request of \$500.00 to Westminster Chamber of Commerce for advertising a tour of homes to include the Westminster Presbyterian Church as well as Historic Homes on December 2, 2007.

**FINANCIAL IMPACT:**

\$500.00 to be paid out of PRT line item 010-202-30022-00213.

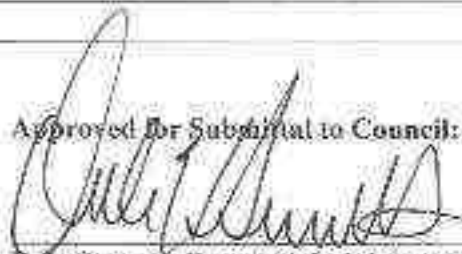
**ATTACHMENTS:**

Request Letter

Submitted or Prepared By:

Phil Shirley, PRT Director  
Department Head/Elected Official

Approved for Submittal to Council:

  
Dale Sarrett, County Administrator

Reviewed By/ Initials:

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

\_\_\_\_\_ Finance  
C: Clerk to Council



Westminster Chamber of Commerce  
P.O. Box 155  
Westminster SC 29693  
864-647-5316  
wroc@nuvox.net

"Advancing economic, industrial, professional, cultural, and civic welfare of  
Westminster"

October 17, 2007

Mr. Luther Lyle  
65 Plantation Road  
Walhalla, SC 29691

Dear Mr. Lyle:

The Westminster Chamber of Commerce is partnering with the Westminster Area Historic Preservation Society (WAHPS) to sponsor a Christmas Tour of Homes on December 2, 2007. A number of Westminster's historic homes, as well as the Westminster Presbyterian Church will be on the tour. This is an opportunity to share the history of Westminster with area citizens.

Our committee is requesting a grant of \$500 to help offset the cost of advertising for this special event. We hope the Arts and Historical Commission will give our request consideration at your next meeting. Please feel free to contact me if you have any questions regarding our request.

Thank you for your time,

*Sandra Powell*  
Sandra Powell  
Westminster Chamber Director  
864-647-5316

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 13, 2007  
COUNCIL MEETING TIME: 3:00 PM

**ITEM TITLE OR DESCRIPTION:**

Arts & Historical grant request to Blue Ridge Arts Council for \$2,100.00 to be used to cover the design and printing of artist invitations, postage, applications, and notifications which will be sent to artists for the POP Open Studio Tour. Request approved in Arts & Historical Committee on 11-01-07 by a unanimous vote.

**BACKGROUND OR HISTORY:**

The first annual Open Studio tour, which is a model of the larger Greenville studio tour, is designed to allow a self guided tour of the artists' galleries and studios. Artists will be listed on the location map and have their galleries open in conjunction with the advertised tour. Advertising will be done in both state and regional publications covering all of the Carolinas.

**STAFF RECOMMENDATION:**

Approval of Arts & Historical Committee grant request of \$2,100.00 to be used to cover the design and printing of artist invitations, postage, applications, and notifications which will be sent to artists for the POP Open Studio Tour.

**FINANCIAL IMPACT:**

\$2,100.00 to be paid out of PRF line item 010-202-30022-00213.

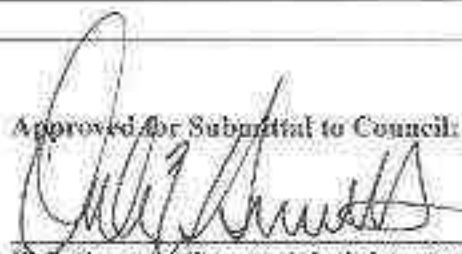
**ATTACHMENTS:**

Request Letter

Submitted or Prepared By:

Phil Shirley, PRT Director  
Department Head/Elected Official

Approved for Submittal to Council:

  
Dale Surrent, County Administrator

Reviewed By/ Initials:

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

\_\_\_\_\_ Finance

C: Clerk to Council

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** November 13, 2007  
**COUNCIL MEETING TIME:** 3:00 PM

**ITEM TITLE OR DESCRIPTION:**

Arts & Historical grant request to the Oconee County School District for \$2,000.00 to be used to fund artist in residence and performances in all of the Oconee County Schools. Request approved in Arts & Historical Committee on 11-01-07 by a unanimous vote.

**BACKGROUND OR HISTORY:**

The school district has received a grant from the South Carolina Arts Commission in the amount of \$1,463.00. The school district will contribute \$6,000.00 in matching funds to support this program. Each school will contribute any cost over \$600.00. The average cost per school last year was \$918.00. These funds will be utilized to fund residencies and performances in the Oconee County schools. It allows the opportunity for students to work with well know artists in a variety of art fields.

**STAFF RECOMMENDATION:**

Approval of Arts & Historical Committee grant request of \$2,000.00 to Oconee County School District for \$2000.00 to be used to fund artist in residence and performances in Oconee County Schools.

**FINANCIAL IMPACT:**

\$2,000.00 to be paid out of PR F line item 010-202-10022-00213.

**ATTACHMENTS:**

Request Letter

**Submitted or Prepared By:**

Phil Shirley, PR F Director  
Department Head/Elected Official

**Approved for Submittal to Council:**

  
Dale Sorrell, County Administrator

**Reviewed By/ Initials:**

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

\_\_\_\_\_ Finance

C: Clerk to Council



## School District of Oconee County

414 South Pine Street · Walhalla, South Carolina 29691  
 (864) 888-4400  
 www.oconee.k12.sc.us  
 "Education Is Everybody's Business"



September 7, 2007

To: Luther Lyle, Chairman  
 Oconee County Arts and Historical Commission

For: The school district has received a grant from the South Carolina Arts Commission in the amount of \$2,463.00. Funds for the Arts In Education (AIE) Program will be utilized to fund residencies and performances in the Oconee County schools. The School district of Oconee County will contribute \$6,000.00 in matching funds to support this program. Each school will contribute \$100.00 or any thing over \$600.00 which the artist may charge. In the past Oconee County Arts and Historical Commission has helped with matching funds in the amount of \$2000.00. We would like to request the same amount for this year's program. The AIE program presents an opportunity for students in our district to work with well-known and outstanding artists in a wide variety of art fields. It enables our students to work with Oconee County artists as well as artists throughout the state of South Carolina.

Requested Amount: \$2,000.00

If approved, please mail me check payable to the School District of Oconee County. The check should be mailed to the district office to the attention of Jean Thomas. She is responsible for all financial matters concerning the grant. Her address is as follows:

Jean Thomas  
 School District of Oconee  
 Post Office Box 649  
 Walhalla, SC 29691

If you have any questions, please contact me at 886-4400 ext. 1134 or Jean Thomas at the District Office at extension 1116.

Thank you,

*Wanda M. Warner*  
 Wanda M. Warner, Director  
 Of Federal and Special Programs

WMW.sami

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 13, 2007  
COUNCIL MEETING TIME: 3:00 PM

**ITEM TITLE OR DESCRIPTION:**

Arts & Historical grant request to the Fair Play Fire Department for \$1500.00 to assist in hosting their annual Blue Grass Festival. Request approved in Arts & Historical Committee on 11-01-07 by a unanimous vote.

**BACKGROUND OR HISTORY:**

The Fair Play fire department raises money for day to day expenses through an annual bluegrass festival. This request will assist them in bringing in quality entertainment and hosting a quality event that has grown to a crowd of about 1000 people. This grant will be matched by other funds to assist in the operation of this event.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

**STAFF RECOMMENDATION:**

Approval of Arts & Historical Committee grant request of \$1500.00 to the Fair Play Fire department for annual Blue Grass Festival.

**FINANCIAL IMPACT:**

\$1500.00 to be paid out of PRT line item 0110-202-30022-100213.

**ATTACHMENTS:**

Request Letter

Submitted or Prepared By:

Phil Shirley, PRT Director  
Department Head/Elected Official

Approved for Submittal to Council:

  
Dale Surrett, County Administrator

Reviewed By/ Initials:

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

\_\_\_\_\_ Finance  
C: Clerk to Council

# FAIR PLAY FIRE DEPARTMENT

P.O. Box 133  
Fair Play, SC 29643

Home Phone: (804) 972-3254  
Email: fredude801@be-south.net

October 25, 2007

Oconee Arts and Historical Commission  
Luther Lyies, Chairman  
Henry Richardson, Commissioner District Five  
Frank Ables, Councilman District Five

Gentlemen,

The Fair Play Fire Department raises money from the community for day to day expenses. One of the ways it raises money is to have a bluegrass gospel festival each year on the first Saturday in March. We have been having this festival for about 10 years. It has grown from about 50 people to about 1000 in attendance. One reason it has grown is that we have quality entertainment. We have to pay out around \$1800.00 per year to cover the singing groups' expenses and sound system. We feel that this is a great event for the Fair Play area. A lot of folks look forward to this each year. We are asking for \$1500.00 in funds from you to help us continue to have this event and provide quality entertainment. The Fair Play Fire Department will match this money.

Thanks,



Larry C. Wilkerson, Chief  
Fair Play Fire Department



**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: 11/13/07  
COUNCIL MEETING TIME: 3:00 pm**

**ITEM TITLE OR DESCRIPTION:**

The Oconee County Emergency Services Department respectfully requests permission to apply for the Department of Homeland Security Assistance to Firefighters, Fire Prevention and Safety (FP&S) Grant.

**BACKGROUND OR HISTORY:**

The FP&S Grant supports projects that enhance the safety of the public and firefighters from fire and related hazards. The primary goal is to target high-risk populations, firefighter safety and mitigate high incidences of death and injury. Examples of the types of projects supported by FP&S include fire prevention and public safety education campaigns, juvenile fire setter interventions, media campaigns, and arson prevention and awareness programs.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

This grant will be used to promote public education and outreach activities through the use of a model remote controlled fire truck and an interactive "Hazard House." The props will reinforce the "Meet me at the meeting place" and "Turn your hazard house into a happy home" educational campaigns. These interactive educational elements will be a part of the Emergency Services public outreach efforts to schools, festivals, and other community events.

▪ **Oconee County Emergency Services Department**

FP&S Grant = \$16,560

Local Match = \$4,140

Local match will come from the Rural Fire grant match line item 010-102-99999

**STAFF RECOMMENDATION:**

Apply for FP&S grant program.

**FINANCIAL IMPACT:**

▪ **Oconee County Emergency Services Department**

FP&S Grant = \$16,560

Local Match = \$4,140

Local match will come from the Rural Fire grant match line item 010-102-99999

**ATTACHMENTS:**

Submitted or Prepared By:  
Veronda Holcombe-Lewis

Approved for Submission to Council:

  
Dale Surratt, County Administrator

Reviewed By/ Initials:

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

 Finance

\_\_\_\_\_ Other

C: Clerk to Council

**AGENDA ITEM SUMMARY**  
**OCONEE COUNTY, SC**  
**COUNCIL MEETING DATE: 11/13/07**  
**COUNCIL MEETING TIME: 3:00 pm**

**ITEM TITLE OR DESCRIPTION:**

The Oconee County Emergency Services Department respectfully requests permission for the individual fire departments to apply for the Volunteer Strategic Assistance and Fire Equipment (V-Safe) Pilot Grant Program offered through the State Fire Marshal's Office.

**BACKGROUND OR HISTORY:**

The V-Safe Grant Program is eligible to volunteer and combination fire departments for the purpose of protecting local communities from incidents of fire, hazardous materials and terrorism, and to provide for the safety of volunteer firefighters. Grant funds may be used for the purpose of purchasing fire suppression equipment, self-contained breathing apparatus, training, protective clothing, decontamination equipment, and special operations vehicles.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The V-Safe Grant Program provides a maximum amount of \$30,000 per eligible fire department. In an effort to better improve compliance with National Fire Protection Association standards, Oconee County Emergency Services has requested that each fire department making application for this grant request self-contained breathing apparatus equipment.

- **Oconee County Emergency Services Department**  
V-Safe Grant Program = Maximum amount of \$30,000 per eligible fire department  
No Local Match

**STAFF RECOMMENDATION:**

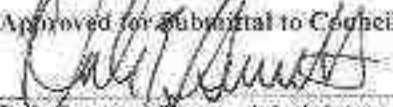
Apply for V-Safe Grant.

**FINANCIAL IMPACT:**

V-Safe Grant Program = Maximum amount of \$30,000 per eligible fire department  
No Local Match

**ATTACHMENTS:**

Submitted or Prepared By:  
Veronda Holcombe-Lewis

Approved for Submittal to Council:  
  
Dale Surratt, County Administrator

Reviewed By/ Initials:

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

 Finance

\_\_\_\_\_ Other

C: Clerk to Council

# Capital Sales Tax Commission Info

## SECTION 4-10-320. Commission creation; composition. [SC ST SEC 4-10-320]

(A) The governing body of any county is authorized to create a commission subject to the provisions of this section. The commission consists of six members, all of whom must be residents of the county, appointed as follows:

(1) The governing body of the county must appoint three members of the commission.

(2) The municipalities in the county must appoint three members, who must be residents of incorporated municipalities within the county, and who are selected according to the following mechanism:

(a) The total population of all incorporated municipalities within the county, as determined by the most recent United States census, must be divided by three, the result being an apportionate average.

(b) The respective population of each municipality in the county must be divided by the apportionate average to determine an appointive index.

(c) Each municipality in the county appoints a number of members to the commission equal to the whole number indicated by their appointive index. However, no single municipality may appoint more than two members to the commission, unless there is only one municipality in the county, and in such case the municipality is entitled to three appointments to the commission.

(d) When less than three members are selected to the commission in accordance with the prescribed appointive index method, the remaining member or members must be selected in a joint meeting of the commission appointees of the municipalities in the county. The member or members must be chosen from among the residents of the municipalities in the county that before this time have not provided a representative for the commission.

(e) In the event no municipality is entitled to appoint a member to the commission pursuant to the formula in subitem (c) of this subsection, the municipality with the highest appointive index must be deemed to have an appointive index of one.

(B) When the governing body of any county creates a commission, it must be created in accordance with the procedures specified in subsection (A) and only upon the request of the governing body of the county. If within the thirty-day period following the adoption of a resolution to create the commission, one or more of the municipalities fails or refuses to appoint their proportionate number of members to the commission, the county governing body must appoint an additional number of members equal to the number that any such municipality is entitled to appoint. A vacancy on the commission must be filled in the manner of the original appointment.

(C) The commission created pursuant to this section must consider proposals for funding capital projects within the county area. The commission then formulates the referendum question that is to appear on the ballot pursuant to Section 4-10-330(D).

**AGENDA ITEM SUMMARY**  
**OCONEE COUNTY, SC**  
**COUNCIL MEETING DATE: Nov 13<sup>th</sup>, 2007**  
**COUNCIL MEETING TIME:**

**ITEM TITLE OR DESCRIPTION:**

Approval of Updated Airport T-Hangar Lease agreement.

**BACKGROUND OR HISTORY:**

The older versions of the Airport T-hangar leases were agreements with a 1-year time period and over 80% of the current tenants have expired leases. The updated lease agreement changes the time period to a month to month term and clarifies hangar use rules/guidelines. The updated agreement also addresses non-compliance issues regarding storage of non-aircraft related items (furniture, boats, lumber, etc)

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The new updated lease agreement will mandate that the lessee(s) be the legal owner of the aircraft stored in the hangar. Aircraft partnerships will have substantiated by bona-fide legal documents and placed on file with the Airport Director.

**STAFF RECOMMENDATION FOR COUNCIL ACTION:**

Staff recommends approval of the updated T-hangar lease agreement. Doing so will restore order to the hangar leasing process.

**FINANCIAL IMPACT:**

Approval of the lease will allow the Airport Staff to immediately lease two vacant hangars minimizing loss of rental revenues.

**ATTACHMENTS:**

Submitted or Prepared By:

Kevin Short, Airport Director  
Department Head

Approved for Submittal to Council:

  
Dale Surrett, County Administrator

Reviewed By/ Initials:

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

\_\_\_\_\_ N/A \_\_\_\_\_ Other

\_\_\_\_\_ Finance



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STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

**AIRCRAFT HANGAR LEASE**

THIS AGREEMENT MADE AND ENTERED into this day of \_\_\_\_\_, by and between OCONEE COUNTY, SOUTH CAROLINA, hereinafter referred to as "THE COUNTY" and \_\_\_\_\_, hereinafter referred to as "THE LESSEE".

The County hereby leases to the Lessee and Lessee leases from the County "T" Hangar No. \_\_\_\_\_ for a period of one (1) year beginning on the \_\_\_\_\_ day of \_\_\_\_\_ at a monthly rental rate of \_\_\_\_\_ per month.

The County and Lessee Agree as follows:

The hangar is to be used solely for the storage of the aircraft owned by the lessee and No other aircraft may be stored in the hangar unless otherwise permitted in accordance with this lease. Hangars are not to be used for any other purpose other than the storage of an aircraft. Storage of items not directly related to operation of the stored aircraft is strictly prohibited, constitutes breach of agreement and may result in eviction from the hangar. (\_\_\_\_\_) initials.

1. Lessee will pay the rental payments no later than the first day of the lease and thereafter on the first day of each month. In the event this lease is extended at the end of the term, payments may be made on a monthly basis as provided herein. If payment is made later than the 10<sup>th</sup> day of the month, a late penalty in the amount of 10% will be assessed.
2. Lessee shall not perform aircraft maintenance in the leased space except Preventive Maintenance as defined in FAR 43 Appendix A Section C, and hereby made a part of this lease and referred to as "Attachment A". Such maintenance shall only be performed by the aircraft owner or their duly authorized pilot who is insured by said owner and is listed on the insurance policy of said aircraft. Such preventive maintenance shall be confined to an individual's personal airplane, and no other, and must be accomplished in accordance with FAA regulations, as well as all applicable State, Federal and local laws or regulations.
3. The Airport Director and other Designees of Oconee County shall have the right to enter and inspect the leased premises at any reasonable time without notice to the Lessee.
4. Lessee shall not sublet the leased premises without advance written permission of the Airport Director (\_\_\_\_\_) initials. Lessee also hereby agrees to comply with and abide by all Federal, State, and local laws / ordinances and regulations as rules applicable, including any airport rules set by the Airport Director. Lessee understands the Oconee County Regional Airport is obligated and covenanted by certain FAA AIP grant assurances.
5. Lessee will hold Oconee County, the Oconee County Aeronautics Advisory Commission, the Oconee County Council and the County's employees and agents harmless and will indemnify the same or any injury, claim, demand, suit, or demand by any person for any account of injury or damage sustained by persons or property on

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account of any activity of the Lessee or on account of the use of the space by Lessee in any manner whatsoever.

6. Lessee shall be the majority owner of any aircraft stored in any hangar under this lease. In order for the Lessee to qualify as an owner of the aircraft, Lessee shall be specifically listed as an owner on the official FAA registration certificate of the aircraft and shall be specifically listed as an owner and named insured on all insurance policies on said aircraft. If Lessee's aircraft is owned by a corporation, limited liability corporation (LLC), or partnership Lessee shall be listed as the corporation, LLC, or partnership and the lease shall be signed by a duly authorized officer of the corporation or LLC, or partnership.
7. The County shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by the Lessee or by any person may at any time be using or occupying or visiting the demised premises or be in, on or about the same, whether such loss, injury, death or damage shall be caused by, or in any way result from, or arise out of any act, omission, or negligence of the Lessee or of any occupant, visitor or user of any portion of the premises, or that shall result from or be caused by any other matter or thing, whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall indemnify the County against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death or damage. Lessee hereby waives all claims against the County for damages or injury to the aircraft or property of the Lessee stored in or upon the leased premises or from any cause arising at any time during the term hereof, to include damage resulting from wind, collapse of building, lightning, fire, vandalism, war, theft, or the negligence of any person. Lessee agrees to obtain/maintain Airport Premises Liability Insurance and Automobile Liability Insurance for the entire duration of this lease agreement.  
  
The Lessee acknowledges that from time to time, repairs, and paving may be done upon the leased premises and the Lessee hereby waives any claim for damages to persons or property resulting from the use, occupancy or travel to and from the leased premises sustained by Lessee as a result of these activities.
8. Lessee shall keep the leased area and curtilage (areas adjacent) clean and shall not store any material or objects, except items or objects which are used in connection with the operation of aircraft while it is in flight or necessary for the storage of the aircraft.
9. Lessee shall not install or allow the use of telephones or two-way radios in the leased space.
10. Lessee stipulates that he/she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and in a safe, clean and tenable condition. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof excepted. Lessee shall maintain in proper condition the fire extinguisher provided by the County.

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11. The hangars shall be used only as a storage facility for the Lessee's own aircraft. FAA Registration # \_\_\_\_\_ (\_\_\_\_\_) and no other aircraft, vehicle or material(s). The demised premises shall be used and occupied by Lessee exclusively for the purposes of aircraft storage. Lessee shall comply with all sanitary laws, ordinances, rules, and others of appropriate governmental authorities effecting the cleanliness, occupancy, and preservation of the demised premises, and the curtilage connected thereto, during the term of this lease. Curtilage refers to any areas adjacent to the leased premises, such as the pavement in front of and beside the T-hangar. Lessee is solely responsible for the removal from the airport all trash, waste materials, garbage, and other refuse produced as a result of lessee's activities in the leased premises.
12. No storage, dispensing or transfer of flammable or combustible liquids shall be permitted inside the hangars with the sole exception of aviation fuel contained within the fuel tank(s) of the stored aircraft.
13. No person shall use any flammable liquids (with a flashpoint lower than 100 degrees F) to wash parts or to clean any section of an aircraft engine. Lessee shall not keep or have on the leased premises any article or thing of a hazardous, dangerous or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra-hazardous by any responsible insurance company or regulatory authority.
14. No smoking of any kind shall be allowed in hangars.
15. No person shall operate a welding machine or torch of any type in the hangars.
16. No person shall operate grinding equipment in the hangars.
17. No person shall perform any activity that could endanger the safety of the hangars or personnel or violate any environmental laws or regulations.
18. No hangar shall be used as a commercial business location, or in any way to generate revenues or reimbursement to the Lessee incident to the sale of materials, parts, maintenance for hire, fuel, sales, or other activities of a commercial or business nature, with the exception of aircraft flight instruction for hire.
19. No structural or electrical changes shall be made to the hangars by the Lessee without prior written permission from the County.
20. If the lessee removes the registered aircraft from the hangar for a period of more than one (1) month without written permission from the Airport Management, the Lessee will forfeit said lease. In such event, the Lessee will be given 10 calendar days to vacate the hangar. The Airport Director may make exceptions to the one month rule on a reasonable case by case basis.
21. Conviction of any felony, by the Lessee, will be grounds to terminate this lease. In such event, the Lessee will be given ten (10) calendar days to vacate the hangar.
22. If the premises are destroyed substantially by fire or taken by eminent domain, either party may terminate this lease without liability for the remainder of the term. A condemnation award shall belong exclusively to the County.

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- 23. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of the County shall terminate and be forfeited and the County may re-enter the premises and remove all persons and property there from. Lessee shall be given fourteen (14) days notice of any default or breach, and termination and forfeiture of the lease shall not result if, within five (5) days of receipt of such notice, lessee has corrected the default or breach.
- 24. Waiver by the County of any breach of any covenant or duty of Lessee under this lease is not a waiver of a breach of any other covenant or duty of the Lessee, or of any subsequent breach of the same covenant or duty.
- 25. If suit is brought by the County for an unlawful detainer of the demised premises, for the recovery of any rent due the provisions of this agreement, or for any obligation of the Lessor arising under this agreement or by law, then Lessee hereby agrees to pay the County all of the costs in connection therewith, including, but not limited to, reasonable attorneys fees and court costs, whether or not the action or actions proceed to judgment.
- 26. This agreement is contingent upon the approval and acceptance by the Federal Aviation Administration, South Carolina Aeronautics Commission and any other appropriate Regulatory Authorities.
- 27. Invalidation of any part of this agreement by Court Order shall not affect the validity of the remaining terms hereof which shall remain in full force and effect.
- 28. This agreement shall be binding upon the parties and their heirs, successors and assigns and may not be assigned without the prior written consent of the other party hereto.
- 29. Oonce County may renew a lease in good standing on the same or different terms and conditions.

**IN WITNESS WHEREOF**, the said parties have hereunto set their Hands and Seals the day and year first above written.

Recommended By:

\_\_\_\_\_  
Airport Director

In the presence of:

OCONEE COUNTY (SEAL)

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

BY:  
Tom Hendricks, County Administrator

In the presence of:

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

\_\_\_\_\_  
I-Hangar Lessee (SEAL)

**AGENDA ITEM SUMMARY**  
**OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: November 13, 2007**  
**COUNCIL MEETING TIME: 3:00 p.m.**

**ITEM TITLE OR DESCRIPTION:**

**Road Paving 2007-2008, Bid #07-09.**

**Recommendation for Council Action:**

1. Award Bid #07-09 to Pickens Construction, Inc. for the amount of \$1,150,999.66.
2. Authorize staff to expend up to \$299,000 if needed for variations in quantities and unit costs and to purchase stone from our Rock Quarry.
3. Execute the attached contract.

**BACKGROUND OR HISTORY:**

In accordance with the Road and Transportation Committee's previous direction, staff is continuing to develop a detailed approach to declaring and tracking the costs of the annual paving contracts. This process calls for each road to have construction details spelled out and tracked for better quality work and cost control. Staff will provide project status updates for the 2007-2008 contract at each Road and Transportation Committee Meeting.

**BID SOLICITATION HISTORY:**

On November 1, 2007, formal sealed bids were opened for this contract. Five companies submitted bids, with Pickens Construction, Inc. of Anderson, SC, submitting the lowest bid of approximately \$1,150,999.66 (see attached Bid Tabulation).

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The bids we received this year were the most competitive we have ever received. The spread between the lowest 4 bidders was only \$26,653.75, which is about 2.25% difference. The difference between the 2 lowest bidders was only \$5,152.34, which is about 0.45% difference. I attribute this to our ability to change the structure of our bid to unit prices and indexing, which has been accomplished through the efforts of the Roads and Bridges staff.

In January 2007, the South Carolina Department of Transportation specifications changed from Type 3 to Type C asphalt mix. The County's 2007-2008 bid package allowed vendors to bid on Type 3 as well as Type C. Although Pickens Construction did submit an alternate bid (\$9,200 less) for the Type 3 product, since it was only 0.799% less, staff determined that the County should proceed with Type C in this year's contract rather than postponing the change until next year. This will allow the County to be able to reallocate a portion of this contract to our anticipated 2007-2008 C-fund allotment when approved. The local funds could then be reallocated by County Council to either add additional resurfacing to the 2007-2008 contract or bid some "new work" separately. We have requested almost \$1,000,000 to be funded by the Oconee C-Fund program. Due to statewide cutbacks, we are unsure of how much funding will be received.

We are all aware that rising fuel costs continue to impact our road paving projects. Not only is the liquid asphalt content directly related to the cost of asphalt, but fuel cost for transporting materials is also increasing the overall costs. In an effort to minimize the exposure or risk of loss to the contractor, again this year, we are indexing the asphalt unit costs so that increases or decreases in petroleum products can be appropriately adjusted. The contingency referenced below would only be

used if needed; and would only be used for variances in quantities and unit costs for roads on the current list. No new roads will be added to the contract without County Council's approval.

We are reserving an additional \$550,000 to do "in-house" County Road paving projects and to contract out some much needed centerline stripping.

**STAFF RECOMMENDATION FOR COUNCIL ACTION:**

1. Award Bid #07-09 to Pickens Construction, Inc. for the amount of \$1,150,999.66.
2. Authorize staff to expend up to \$299,000 if needed for variations in quantities and unit costs and to purchase stone from our Rock Quarry.
3. Execute the attached contract.

**FINANCIAL IMPACT:**

The 2007-2008 Road Paving Contract will be funded from the FY 2007-2008 Budget as follows:

010-601-50881-00080	Road Paving Capital	\$1,450,000
---------------------	---------------------	-------------

The total projected bid cost is estimated to be \$1,150,999.66. Stone from our Rock Quarry will be provided at an estimated cost of \$154,000.34, and an approximate 10% contingency of \$145,000 is included for a total maximum expenditure of \$1,450,000.

**ATTACHMENTS:**

1. Bid Tabulation
2. Contract

Submitted or Prepared By:

  
Marianne A. Dillard, Procurement Director

Approved By:

  
Dale Surrency,  
Oconee County Administrator

D. Mack Kelly, Jr., PE, PLS, CFM  
County Engineer

Reviewed By/ Initials:

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

 Finance

\_\_\_\_\_ Other

C: Clerk to Council



Approved Budget Compliance amount for this item: \$2,000,000.00  
Budget Code: 010-601-50881

I hereby certify that to the best of my knowledge this  
location of bids to be correct.

*Marionne M. Dillard*  
Procurement Director

Bidders		Ashmore Brothers, Inc.		Hubbard Paving & Grading Inc.		Pirkens Construction Inc.		
Address		Greer, SC		Westminster, SC		Anderson, SC		
Approx Qty	Unit	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
12,384	Ton	Asphalt	52.50	650,885.00	56.00	694,016.00	49.48	613,358.12
4,131	Ton	Asphalt w/SCDOT Stone Specs	52.50	216,877.50	72.25	298,451.75	49.48	204,401.68
284	Ton	Binder for Shoulder Widening	73.89	21,123.66	80.00	22,800.00	68.45	19,424.30
		Binder for Shoulder Widening w/SCDOT Stone Specs	73.89	7,241.22	138.00	13,554.00	68.45	6,738.10
1,212	Ton	Binder for Patching	76.74	93,132.88	88.00	107,888.00	72.44	87,797.28
		Binder for Patching w/SCDOT Stone Specs	76.74	31,810.98	88.00	37,572.00	72.44	29,285.76
3,063	SY	Unclassified Materials	11.00	34,694.47	13.00	39,857.00	11.00	33,693.00
150	SY	Geogrid	7.91	1,186.50	20.00	3,000.00	15.00	2,250.00
667	CY	Shoulder Build-up	22.91	19,633.87	31.00	28,567.00	20.00	14,487.00
13.52	MSY	Seeding	526.50	7,326.36	1,000.00	13,920.00	1,200.00	16,794.00
31,131	SY	Milling in Place	0.50	15,565.50	2.00	62,262.00	1.35	42,026.85
2,607	SY	Milling with Removal	3.31	8,626.17	7.50	19,552.50	8.00	5,692.00
3,201	SY	Variable Milling for Curb Reveals	1.91	6,326.51	3.00	9,783.00	1.47	4,793.67
3,034	Ton	Hauling County Stone	5.76	17,475.84	3.00	9,102.00	3.75	11,377.50
31,131	SY	Set Up (Milling in place)	1.03	32,887.53	1.15	35,800.65	0.75	21,348.25
2,607	SY	Set Up (Milling with removal)	1.04	2,737.25	5.00	13,035.00	1.25	3,268.75
12,109	SY	Set Up (Gravel Overlay)	1.05	12,714.15	1.15	13,926.35	0.88	7,870.85
17	Each	Compaction Test	200.00	3,400.00	75.00	1,275.00	75.00	1,275.00
17	Each	Core Testing	50.00	850.00	70.00	1,190.00	25.00	425.00
17	Each	Nuclear Testing	50.00	850.00	70.00	1,190.00	75.00	1,275.00
<b>Grand Total for Type C Asphalt</b>				<b>1,177,853.43</b>		<b>1,442,672.25</b>		<b>1,150,998.66</b>
<b>Alternate Bid for Type 3 Asphalt:</b>								
12,384	Ton	Asphalt	52.00	650,885.00	53.25	659,950.50	49.98	607,058.12
4,131	Ton	Asphalt w/SCDOT Stone Specs	52.50	216,877.50	67.50	278,942.50	49.98	202,936.36
284	Ton	Binder for Shoulder Widening	73.89	21,123.66	74.91	22,023.64	67.95	19,377.30
		Binder for Shoulder Widening w/SCDOT Stone Specs	73.89	7,241.22	131.23	13,151.00	67.98	6,859.10
1,212	Ton	Binder for Patching	76.74	93,132.88	85.00	103,020.00	71.94	87,191.28
		Binder for Patching w/SCDOT Stone Specs	76.74	31,810.98	88.00	36,552.00	71.94	29,685.76
<b>Grand Total for Type 3 Asphalt</b>				<b>1,177,853.41</b>		<b>1,390,228.54</b>		<b>1,141,732.19</b>
Submitted Bid Bond				yes		yes		yes
Acknowledged Receipt of Addenda 1, 2, 3, 4				yes		yes		yes

Approved Budget Clearance amount for bid items: 57030000  
Budget Code: 010-601-5088

Bidders		King Asphalt, Inc.		F & R Asphalt, Inc.		
Address		Liberty, SC		Easley, SC		
Approx Qty	Unit	Description	Unit Price	Extended Price	Unit Price	Extended Price
12,394	Ton	Asphalt	50.00	619,700.00	51.50	638,291.00
4,131	Ton	Asphalt w/SCDOT Stone Specs	50.00	206,550.00	51.50	212,748.50
294	Ton	Binder for Shoulder Widening	55.00	16,170.00	60.00	17,640.00
98	Ton	Binder for Shoulder Widening w/SCDOT Stone Specs	65.00	6,370.00	70.00	6,860.00
1,212	Ton	Binder for Patching	75.00	90,900.00	75.00	90,900.00
404	Ton	Binder for Patching w/SCDOT Stone Specs	75.00	30,300.00	75.00	30,300.00
3,063	SY	Unclassified Materials	6.00	18,378.00	6.00	18,378.00
150	SY	Gravel	12.00	1,800.00	20.00	3,000.00
657	LY	Shoulder Build-up	25.00	16,425.00	25.00	16,425.00
14.92	MSY	Seeding	550.00	8,256.00	550.00	8,256.00
31,151	SY	Milling in Place	1.00	31,151.00	1.00	31,151.00
2,607	SY	Milling with Removal	4.50	11,731.50	6.00	15,642.00
3,361	SY	Variable Milling for Curve Reset	2.50	8,402.50	2.50	8,402.50
3,034	Ton	Hauling County Stone	4.75	14,411.50	6.00	18,204.00
31,131	SY	Set Up (Milling in place)	1.50	46,696.50	1.00	31,131.00
2,627	SY	Set Up (Milling with removal)	1.75	4,602.25	2.75	7,169.25
12,109	SY	Set Up (Gravel Overlay)	0.75	9,081.75	1.00	12,109.00
17	Each	Corection Test	50.00	850.00	100.00	1,700.00
17	Each	Core Testing	50.00	850.00	100.00	1,700.00
17	Each	Nuclear Testing	50.00	850.00	100.00	1,700.00
<b>Grand Total for Type C Asphalt</b>				<b>1,158,152.00</b>		<b>1,178,325.25</b>
<b>Alternate Bid for Type 3 Asphalt:</b>						
12,394	Ton	Asphalt	50.00	619,700.00	-	-
4,131	Ton	Asphalt w/SCDOT Stone Specs	50.00	206,550.00	-	-
294	Ton	Binder for Shoulder Widening	55.00	16,170.00	-	-
98	Ton	Binder for Shoulder Widening w/SCDOT Stone Specs	65.00	6,370.00	-	-
1,212	Ton	Binder for Patching	75.00	90,900.00	-	-
404	Ton	Binder for Patching w/SCDOT Stone Specs	75.00	30,300.00	-	-
<b>Grand Total for Type 3 Asphalt:</b>				<b>1,158,152.00</b>		<b>no bid</b>
Submitted Bid Bids				yes		yes
Acknowledged Receipt of Addenda 1, 2, 3, 4:				yes		yes

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of November, 2007, by and between OCONEE COUNTY, South Carolina (hereinafter "the COUNTY") and Pickens Construction, Inc. (hereinafter "the CONTRACTOR").

**1. SCOPE OF WORK**

- a. For and in consideration of the unit prices hereinafter specified, (see Attachment A), CONTRACTOR agrees to perform on behalf of the COUNTY certain roadwork and asphaltting at the direction of Oconee County, the total of such work not to exceed \$1,150,999.66 dollars. The Roads and Bridges Manager of Oconee County shall elect roads to be set-up and asphaltted by the CONTRACTOR at the prices stated in the contractor's bid proposal.

**2. PROGRESS PAYMENTS**

Payments are to be made for work described above on the tenth (10th) day of the month or as mutually agreed to in writing by the County and the Contractor. However, CONTRACTOR agrees to pay, as liquidated damages, the sum of one thousand (\$1000.00) dollars per day for all days in excess of agreed completion date listed below under Section 3, Contract Period.

Therefore, the COUNTY shall retain 10% of all payments to insure payments of any liquidated damages as may occur and to insure full compliance with the contract.

**3. CONTRACT PERIOD**

The Contract Period and effective term of the Agreement shall run on or about November 15, 2007 until June 15, 2008 unless the parties mutually agree in writing to extend the same.

**4. OBLIGATIONS OF CONTRACTOR**

- a. The CONTRACTOR shall furnish, for a contract price specified herein, all labor, materials, equipment, machinery and supplies necessary to perform and complete surfacing of the roads according to the general plans and specifications; to cause to be paid subcontractors, material, men and suppliers for such equipment, as well as any lessors thereof.
- b. CONTRACTOR agrees to comply with all Federal, state and local laws and regulations with regard to road construction and paving.
- c. CONTRACTOR shall employ certified personnel and equipment to prepare daily analysis reports that provide information regarding plant mix, including bitumen content, gradation, marshal stability. The COUNTY shall be supplied with a copy of this daily analysis report. If CONTRACTOR is running State work and COUNTY work simultaneously, the CONTRACTOR will submit a copy of the State's analysis report in lieu of a separate report for the COUNTY work. COUNTY reserves the right, at its discretion, to employ a qualified independent testing agency to perform testing at the plant site or from the product delivered to the job site, using



CONTRACTOR'S equipment at no additional cost to the COUNTY, to verify that specified mix design is being batched.

- d. Prior to any payments, CONTRACTOR will furnish to the COUNTY a performance bond and payment surety in the penal sum of \$1,150,999.66 dollars issued by a good and sufficient surety company licensed to do business in the State of South Carolina. Said bond shall be acquired by the CONTRACTOR at its own expense and provide appropriate provisions warranting that the construction and work performed by the CONTRACTOR or its employees or subcontractors shall be free of defects in workmanship and materials for a period of one (1) year from date of acceptance of the total contract by the COUNTY.
- e. CONTRACTOR will furnish to the COUNTY proof to the satisfaction of the County that the CONTRACTOR is licensed to do business in the State of South Carolina.
- f. CONTRACTOR shall submit proof of valid policies currently in force for worker's compensation insurance for all employees of the CONTRACTOR, as well as public liability insurance of at least \$5,000,000 limits.
- g. CONTRACTOR shall furnish at all times in all phases of construction qualified key personnel including, but not limited to, operators, laborers, one foreman, plus sufficient trucks and drivers.
- h. CONTRACTOR may assign only one crew at a time to COUNTY work, unless approved by the Oconee County Roads and Bridges Manager at least 24-hours prior to second crew beginning work. No asphalt work is authorized without an Oconee County Inspector on site. Any work done without an Oconee County Inspector present is subject to removal and replacement solely at the CONTRACTOR'S expense.

##### **5. DUTIES AND OBLIGATIONS OF THE COUNTY**

- a. COUNTY shall pay CONTRACTOR for work and service performed by it according to the provisions of this agreement in the manner specified herein.
- b. The COUNTY warrants that it has sufficient and valid right-of-ways for the roads upon which CONTRACTOR is to perform services. The COUNTY will, on a regular basis, consult with and be available for direction and designation of work to be done according to the terms of the Agreement, in such a manner as to prevent undue stoppage or delay of work on the part of the CONTRACTOR.
- c. Notwithstanding any other provisions of this agreement, the parties understand and agree that nothing herein shall require the COUNTY to designate any specific amount of work for the CONTRACTOR and its crew to perform and may elect to work or cause to be reworked only such of its roads as it deems to be in the best interests and needs, not to exceed the maximum contract sum specified herein, all without the consent of the CONTRACTOR.

##### **6. GOVERNING LAW**

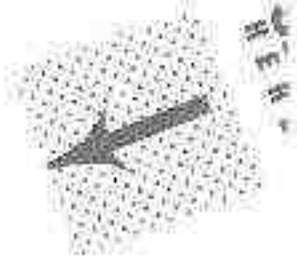
- a. The parties mutually agree that the terms and conditions hereof shall be governed by and construed under the laws of the State of South Carolina, and that any controversy hereunder shall be submitted to and come within the jurisdiction of the Courts of Oconee County, S.C.
- b. The specifications and bid package #07-09, which was duly awarded by the Oconee County Council are hereby made an integral part of this contract by reference and is to be adhered to unless specifically altered by this contract.

TO ALL OF WHICH the parties have heretofore agreed, and in witness whereof have hereunto placed their Seals and cause these present to be executed by their officers and agents authorized to do so this date and date first above written.

Signed, Sealed and Delivered  
In the Presence of  
(As to County)

OCONEE COUNTY (SEAL)

By: \_\_\_\_\_  
Marion Lyles  
Oconee County Council Chair



(As to Contractor)

PICKENS CONSTRUCTION, INC.  
(SEAL)

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

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

118 South Cove Road  
Seneca, South Carolina 29672-8711

(864) 885-6055 FAX (864) 885-6058  
[info@ocdsouth.net](mailto:info@ocdsouth.net)

Mr. Robert W. Lindgren  
Chairman

Dr. Von Reynolds  
Vice Chairman

Mr. Jerry C. Mize  
Executive Director

November 8, 2007

Mr. George Blanchard  
Oconee County Council  
10 Crest Drive  
Salem, SC 29676

Dear George,

In accordance with our telephone conversation yesterday, I am following up with this letter.

Yesterday morning, Jerry Mize, Executive Director of the Tribble Center, received a call from Phyllis Lombard acknowledging receipt of our annual audit report. During that conversation, Jerry was informed that the County contribution to the center would be reduced from \$75,000 to \$5,000. This came as most disturbing news, as we have been receiving a most generous and appreciated donation since the DSN Board was first established some 30 years ago. Initially, that contribution was \$25,000, but was increased to \$75,000 five years ago in 2002.

The Oconee County DSN Board has established itself as one of the best managed boards in the state, and operates very efficiently with the limited funds it receives. We have an annual budget of \$6.2 million, and although most of the funding is from the state and federal governments, that only amounts to \$5.5 million, and supports only the very basic operating necessities. In order to provide a better quality of life for the nearly 500 individuals who receive various services, more than \$700,000 must be raised from other sources. This includes work activity contracts and contributions from numerous sources, including United Way, many individuals, local organizations such as the Seneca Sertoma Club and the Knights of Columbus, The Dryfus Foundation, and the Oconee County Council. Each and every one of these most generous supporters is not only appreciated, but we depend on their contributions to offer the care we are able to provide.

In fact, earlier this year, I wrote a letter to the County Council, requesting an increase in your annual contribution to assist us with ever increasing costs. One of the most noticeable cost increases comes from the price of gasoline. Our agency operates 47 vehicles to transport consumers and perform other required transportation needs, and the resulting cost increases are most obvious. Unfortunately, that request was denied.

Storm brewing over access to Morris Island

Developer, preservationists at odds over plan. Local & State, 1B

# The Post and Courier

THE SOUTH'S OLDEST DAILY NEWSPAPER

November 10, 2007 • Charleston • North Charleston, S.C.

SATURDAY

Founded 1803 • 50 cents

## Briefly



### Lighting up the park is a multiperson job

The Morris Island County Park maintenance director David Chappell, began to look a lot like Christmas months ago. 34

### Attendance rule might mean 39 out of school

Parents of the students at St. Ann School of Arts and Science had not yet presented proof that they lived in the school's enrollment area, which is required under a new policy that

# Berkeley growing pains

Parks of Berkeley, other projects fuel debate on how to pay for new schools

BY ANDY PARAS  
The Post and Courier

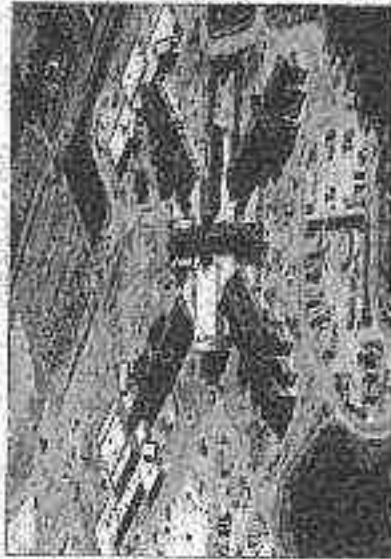
**MONDAY CORNER** — Berkeley County taxpayers will have to foot a very hefty bill to build up hundreds of millions of dollars for 31 new schools in the next three decades if the massive Parks of Berkeley development moves forward as planned.

School district officials estimate that "parental Reserves" plans for nearly 18,000 homes will increase the school population by one-third over the next

30 years. That's not counting neighborhood developments such as Caine Ridge and Corinn Courtlands, which together with Parks of Berkeley account for about 25 percent of the county's planned growth and are expected to increase the student population by 30 percent. The county has 25,000 students now.

The estimated 30,000 students will be enough to construct a 400-classroom elementary with three times the land area as the

Please see story on page 1A.



The new Caine Bay High outside Goose Creek. Funding has been secured for some schools, but growth is expected to become taxing for Berkeley County's education system.

PHOTO BY AP/WIDEWORLD



# 11 schools needed

SOURCE: From 7-9/81

Charlotte precincts—all located between Summerville and Goose Creek.

While funding prospects are secured for five new schools, Berkeley developers will continue to get together to build another seven or more because of a lack of money.

It has become a vicious cycle for the county and school district of Berkeley, who in the past were more prone to blame each other for the high cost of growth than to coordinate their planning efforts. Now that the schools have lost their ability to fund larger projects without a referendum, officials say it seems more important they work together to address what has been a hot political topic.

The wide range of things that were evident this week when Planning Commission members pulled together to discuss the county's representatives about how they should use powers to fund the 11 or 12 new schools, most of which the county wouldn't fund without their development. If the

schools were built today, the total cost would be about \$20 million. The county approved the original \$1,500-acre Parkway of Berkeley development two years ago, and the developer had an \$8 million contract for seven schools to support the area. The agreement is up for negotiation again because Crescent Resources is willing to include another 2,000 acres.

With homes, which school officials say would require 100 additional acres for four schools. (The county has declined to say how much land it plans to set aside for schools.) "How would you improve that the school district does not have to pay for those schools that will be necessary?" Commission Chairman Zandy Sheppard said. "How would you propose the school district pay for that? It would like to know that."

Planning staff for Charlotte-based developer showed, at the same time, give the school district the land it would need to build the schools for the current agreement. Planning staff for the developer in will be land to the school district. Sheppard also argued the county should voluntarily agree to a school impact fee on every house.

The agreement could be a major step. The state's communities in

### By the numbers

27,000	Students in Berkeley County
32,800	Mississippi's population
25	Businesses in Berkeley County
11	Schools in Berkeley County
\$400M	Assessment and other fees in Berkeley County

impose impact fees for various reasons but not for schools. John French, director of land management for Crescent Resources, said the county would consider all the requests.

A county initially broke when planners mentioned an increase. He won't do that, that would put him out of business," attorney Neil Robinson said at the time. County officials to say the charter is to negotiate an agreement with the developer to get more money from it. Berkeley already has agreed in principle to include a \$300 assessment on each home to help pay for necessary roads and water needs. County officials disagree on whether it's fair to ask

### Growing pains

It takes the county to pay for the schools. Berkeley County is expected to pay for the schools. Berkeley County is expected to pay for the schools.



the developer for its use. Kent Childs, assistant superintendent for Berkeley County schools, said the Planning Commission would not be able to fund all the costs to build the schools, but it would not be able to fund them either. Planning staff, Crescent Resources, is to consider it.

"I really would like to encourage you to step up because that development will really lower the taxes in this county," Sheppard said. However, he said, "I think it would be a good will gesture for you to do it."

forward and give the school district that money to really endow projects for the people who are already here.

Suburban voters have been complaining about the county's tax rate. They are getting more and more out of the county's services. They are getting more out of the county's services. They are getting more out of the county's services.

A consultant in Berkeley County has said that each new house would require a \$2,000 investment in government infrastructure and an additional \$20,000 per house for schools. Like Berkeley, the county also is facing the prospect of building new schools at a cost of \$200,000 per school. That is about the same as the cost of a new house in Berkeley County. The county's total assessed property value on school construction is about \$200 million.

Ken Larry Crockett, R. Berkeley, has tried repeatedly to change the law. He has not been successful. Other parts of the state are trying to reorganize through the growth of the county.

Berkeley officials say they are not at the point of discussing

County and Summerville, which are restricting development. Berkeley County is a prime area for a new school. Berkeley County is a prime area for a new school. Berkeley County is a prime area for a new school.

Crockett, who opposes the new financing, said the key to getting the county to support new schools is to find a way to build every year. He said it's unlikely county will ever approve paying higher taxes to benefit new residents.

It's probably unfair for someone who lives in Berkeley and County to expect to pay for a new school elsewhere, he said.

The Planning Commission said it's not going to be the Parks of Berkeley. The developer's request for a school, the director of planning and zoning, will meet with Berkeley's representatives of the department to discuss future options.

For a full story on Berkeley County or Berkeley County, call 745-5899 or Berkeley County website.

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2007-xx

An Ordinance Amending Ordinance 2007-09, Sign Control Ordinance of Oconee County, South Carolina, Specifically Creating Standards to Regulate Temporary Signage.

WHEREAS, Oconee County adopted Ordinance 2007-09, the Sign Control Ordinance of Oconee County, South Carolina, to regulate negative secondary impacts of signage; and

WHEREAS, well maintained, safely located event-specific temporary signage is an appropriate advertising medium; and

WHEREAS, the effectiveness of event-specific temporary signage is limited to the time prior to an event; and

WHEREAS, failure to remove event-specific temporary signage often degrades the beauty of scenic areas and negatively impacts the quality of life enjoyed by Oconee citizens; and

WHEREAS, Oconee County's citizens and taxpayers are unduly burdened by the costs of the cleanup and remediation of abandoned and degraded temporary signage;

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

Ordinance 2007-09, Sign Control Ordinance of Oconee County is hereby amended as follows:

1) Section 4, Terms and Definitions, shall include:

Event-Specific Temporary sign - a sign or advertising display intended to be displayed in connection with a specific event or activity for a limited duration.

2) A Section 11 entitled "Requirements for Temporary Signage" is hereby created, and shall contain the following regulation:

- A) Event-specific temporary signs so constructed and located as to present no health and safety hazards to the general public shall be allowed within the public right-of-way without a sign permit; however, all such signs shall be removed from the public right-of-way, or any other public property for which appropriate permission

was granted to placement of said signage, no later than seven (7) days after the event the signs are promoting.

- (3) Event-specific temporary signs displayed longer than seven days after the event for which the sign promoted, or signs which are not maintained in an safe, attractive manner, may be considered litter and subject to the provisions of the Oconee County Litter Control Ordinance 2006-10, as amended or may be considered a violation of this Ordinance and subject to the penalties section set forth in Section 9 of this Ordinance.



STATE OF SOUTH CAROLINA }  
COUNTY OF OCONEE }

INTERGOVERNMENTAL  
AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into this \_\_\_\_\_ day of November, 2007, by and between OCONEE COUNTY, South Carolina, hereinafter called "the County", and the CITY of WESTMINSTER, hereinafter called "the City", and is hereby contracted and agreed by and between the parties hereto as follows:

The governing bodies of the COUNTY and the CITY have found this Agreement to be in the best interest of the public and each has approved this Agreement and authorize the execution by the undersigned officers.

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

**ARTICLE I**

**FACTUAL BACKGROUND**

**Section 1.01**

- 1) The CITY is a municipal corporation duly chartered by the State of South Carolina and pursuant to applicable constitutional and statutory provisions relative thereto. The CITY is fully empowered to enter into this Intergovernmental Agreement.
- 2) The COUNTY is a body corporate and politic of the State of South Carolina which is governed by a County Council and which, by virtue of the Constitution of the State of South Carolina, as well as other enabling legislation, is fully empowered to enter into this Intergovernmental Agreement.

- 3) The COUNTY desires to upgrade its Emergency Protective Services facilities. The CITY desires to upgrade its Fire Protection facilities.
- 4) On July 1, 2007, the COUNTY and CITY entered into an Intergovernmental Agreement whereby the CITY has agreed to provide fire protection in certain portions of the unincorporated areas of the COUNTY.
- 5) The COUNTY and CITY agree that a joint facility will help satisfy the immediate need of both the COUNTY and CITY for an Emergency Protective Services facility and fire station at a reduced cost to both the COUNTY and CITY. In addition, a joint facility would improve the efficiency of both the COUNTY and the CITY and prevent a duplication of services and supplies.

#### AGREEMENT

The COUNTY and CITY mutually agree, each with the other, as follows:

#### ARTICLE II

#### PHYSICAL FACILITIES

##### Section 2.01

- 1) The CITY of Westminster will exercise an option to purchase 14.95 acres located within the city limits of the City of Westminster. The CITY will purchase said property to be used by the COUNTY and the CITY for the County's Emergency Protective Services Department and the Westminster Fire Department.
- 2) The CITY of Westminster shall provide the following infrastructure to the property for use by the COUNTY and CITY: water facilities, sewer facilities, electrical, and satellites.
- 3) The CITY agrees to enter into a ninety-nine (99) year lease with the COUNTY for

the real property. The lease will be structured to enable the COUNTY to insure the facility.

4) The CITY agrees to provide a 30' X 80' metal building to be used on the property by both the COUNTY and CITY.

**Section 2.02**

1) The COUNTY agrees to build a building adequate to accommodate the COUNTY's Emergency Protective Services Department and the Westminster Fire Department. The building cost is estimated to be \$3.5 million dollars pursuant to a design by architect Danny Ard.

2) The COUNTY shall be responsible for the cost of any training facilities that are placed on the property.

3) The COUNTY agrees to waive any tipping fees for the disposal of the materials currently on the property that need to be removed in order to fulfill the parties' obligations under this Agreement. In addition, the County agrees to waive the C and D tipping fee for the disposal of the current Westminster Fire Department if recyclable materials are removed from the C and D waste.

4) The COUNTY shall be responsible for the following infrastructure to be provided to the facility: cable television, telephone lines and gas lines.

5) In the event the City of Westminster wishes to assess a change order in the construction of the building or increase the cost of the building, the change must be agreed upon by both the COUNTY and the CITY.

ARTICLE III

OPERATIONAL AGREEMENT

Section 3.01

1) The CITY shall be responsible for providing the furnishings to the portion of the building the CITY will be occupying. The COUNTY shall be responsible for furnishing the portion of the building that the COUNTY will be occupying. The parties agree to split the cost for furnishing the portion of the building that will be used as common areas.

2) The COUNTY shall be responsible for providing building maintenance on the building.

3) The CITY shall be responsible for housekeeping in the area which the CITY occupies. The COUNTY shall be responsible for housekeeping in the area which the COUNTY occupies. The parties shall split the housekeeping duties in the portions of the building that are common to both.

4) The CITY shall be responsible for the payment of the water bill, electrical bill, sewer bill, and satellite bill for the facility. The COUNTY shall be responsible for the gas and cable bill for the facility. The COUNTY and CITY shall be responsible for their own respective telephone bills. In the event that in the future the COUNTY charges the CITY a tipping fee for municipal solid waste, the parties agree to split the cost for the disposal of solid waste generated at the facility.

5) The cost of equipment that is replaced and is used by both parties shall be split by the parties.

6) The COUNTY and CITY shall each buy their own respective supplies for their individual operations. The parties shall split the cost of supplies that are used by both parties in the areas of the facility that are jointly used.

#### FUTURE EXPANSION

##### Section 4.01

1) In the event that the facility needs to be expanded in the future, the parties will negotiate a cost of the expansion.

2) In the event that the City decides to cease operations of its fire department at the facility, the County shall have the option to purchase the property from the City for the same amount the City paid for the property and utilize the entire facility. If the County does not exercise this option, the City may utilize its space for another City operation so long as the operation does not interfere with the County's Emergency Protective Services Department. In the event the County decides to cease operations of the Emergency Protective Services Department, the City may allow the County to utilize the space in the building that the County was using for another County operation, so long as the operation does not interfere with the operation of the City's fire department. In the alternative, the City may request that the County abandon the facility. If the City requests that the County abandon the facility, the City shall pay to the County the County's building cost of the facility based on a pro rata cost of the facility over twenty years from the date the facility is completed. If the County decides to cease its operations after twenty years from the date the facility opens, the City shall have no obligation to pay a pro rata cost of the facility.

DRAFT

REVISED BY BAN ON 11-12-07

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_

day of November, 2007.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

OCONEE COUNTY, a body politic

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

Marion Lyles, Chairman

ATTEST:

\_\_\_\_\_  
Clerk

CITY OF WESTMINSTER

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

ATTEST:

\_\_\_\_\_  
Clerk

November 13, 2007

The Oconee Men's Outreach continue to pray for you, the members of our Oconee County Council. A former Chaplain of the United States Senate, Lloyd John Ogilvie, wrote a book titled Lord of the Impossible in which he describes The Prescription for Perplexity, which he summarizes in five steps (1) fear not, (2) stand firm, (3) see the salvation of the Lord, (4) keep-still, (5) go forward.

Starting in November we are asking God to work within you an expectation as you calmly anticipate His solutions, by applying His Word in Lamentations 3:26 and we have personalized this Bible passage as follows: "It is good that . . . Chairman Marion Lyles, Frank Ables, George Blanchard, Tommy Crumpton, and Mario Suarez . . . should both hope and quietly wait for the salvation of the Lord." It is in the name of Jesus, that we are asking God to apply this Scripture in your seeking His answers to the issues in front of you, as Council members.

As a reminder of our prayers for you the Council, we wish to provide each of you and the three members of your staff present here with two cards inscribed as follows:

**Father, please apply Your Word  
in my life today, including -  
Lamentations 3:26:  
"It is good that a man  
should both hope and quietly wait  
for the salvation of the Lord."**

Our request is that the business card be carried in your wallets as a periodic reminder of our prayers, and the 3 X 5 card be placed on your desk during your meetings, where you can reference God's Word as you consider the business of Oconee County.

Thanks for your commitment to Oconee County and blessings on your day!

For the Praying Men,  
Frank Kieninger  
1012 Fleming Lane  
Seneca, SC 29672  
864-888-4480





FOR INFORMATION ONLY

NOVEMBER 13, 2007  
3:00 P.M.

## Beth Hulse

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**From:** asp@netmd6.com  
**Sent:** Friday, November 09, 2007 10:33 AM  
**To:** Beth Hulse; council@targetoc.org  
**Subject:** Concerns from an Oconee County taxpayer and voter - sales tax

**For:** **County Council:** Please forward this email to all Councilmen and the Administrator.  
**From:** Thomas and Nancy Smolen  
**Return Email:** oppenheimerart@bellsouth.net  
**Area of Concern:** sales tax  
**Comments:**

We have rejected sales tax proposals twice in the last three years and we will reject them again. Please spend your time on what can be accomplished, rather than spinning your wheels and forcing the voters to continually repeat themselves. Thanks you, Sincerely,  
Thomas and Nancy Smolen

**Beth Hulse**

**From:** asp@netmds.com  
**Sent:** Friday, November 09, 2007 10:33 AM  
**To:** Beth Hulse; ocsmanager@bellsouth.net; wes@scstatehouse.net; sge@scsenate.org; whilmirow@scstatehouse.net; bowend@schouse.org; ctail@seneca.sc.us; council@targetoc.org  
**Subject:** Concerns from an Oconee County taxpayer and voter - Sales Tax Proposal

**For:** **County Council:** Please forward this email to all Councilmen and the Administrator.  
**Sewer Commission:** Please forward this email to all Commissioners and the Manager.  
**Legislative Delegation:** All members receive copies directly.  
**Seneca City Council:** Please forward to all Councilmen, the Mayor, and the Administrator.

**From:** john fruscello  
**Return Email:** cjfruscello@bellsouth.net  
**Area of Concern:** Sales Tax Proposal  
**Comments:**

Voters and taxpayers firmly rejected sales tax proposals in 2004 and 2006. We do NOT want to vote on this matter every two years. Taxpayers throughout the State, Nation, and Oconee County are frustrated with elected officials who continually ignore the wishes of their constituents. If you continue to ignore the will of the people, TARGETOC supporters will insure the referendum is soundly defeated and launch a statewide taxpayer campaign to provide legislative prohibitions against future repeated referenda.

**NO MORE, STOP THE SALES TAX NOW!**

**Beth Hulse**

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**From:** asp@netrds.com  
**Sent:** Friday, November 09, 2007 10:57 AM  
**To:** Beth Hulse; wes@scstatehouse.net; sge@scsenate.org; whitmirew@scstatehouse.net; bowenc@schouse.org; council@targetoc.org  
**Subject:** Concerns from an Oconee County taxpayer and voter - see below

**For:** **County Council:** Please forward this email to all Councilmen and the Administrator.  
**Legislative Delegation:** All members receive copies directly.

**From:** Kenneth J DeFazio  
**Return Email:** knfaz@bellsouth.net  
**Area of Concern:** see below  
**Comments:**

Voters and taxpayers firmly rejected sales tax proposals in 2004 and 2006. We do NOT want to vote on this matter every two years. Taxpayers throughout the State, Nation, and Oconee County are frustrated with elected officials who continually ignore the wishes of their constituents. If you continue to ignore the will of the people, TARGETOC supporters will insure the referendum is soundly defeated and launch a statewide taxpayer campaign to provide legislative prohibitions against future repeated referenda.

**NO MORE, STOP THE SALES TAX NOW!**

**Beth Hulse**

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**From:** [asp@netmds.com](mailto:asp@netmds.com)  
**Sent:** Friday, November 09, 2007 10:52 AM  
**To:** Beth Hulse, [council@targetloc.org](mailto:council@targetloc.org)  
**Subject:** [SPAM] Concerns from an Oconee County taxpayer and voter - increasing Taxation and potential added sales tax  
**Importance:** Low

**For:** **County Council:** Please forward this email to all Councilmen and the Administrator.  
**From:** Virginia Strong-Tidman  
**Return Email:** [gstidman@bellsouth.net](mailto:gstidman@bellsouth.net)  
**Area of Concern:** Increasing Taxation and potential added sales tax  
**Comments:**

My tax bill went up this year, as it did last year. Many taxpayers may not have noticed the significant increase in their property tax, since it was masked by the decrease in the school tax as a consequence of the sales tax increase. That is two years of increase in taxes and neither was a modest increase. After having been told by taxpayers in a vote that we did not want an additional 1% tax, the county is now considering proposing that same tax again. How many times do the taxpayers of this county have to vote for the council to understand that we do not support new taxation? Most of the items proposed by the last sales tax initiative were non-essential items that the local cities should be paying for themselves and not with the support of county taxpayers who will have limited or no value from those items. I already pay excessive rates for water from Seneca that they use to subsidize their city, why should I pay more for them to have a pool that I will never benefit from in any way. It is long past time for the county to focus spending on what is essential for this county to grow and prosper and not on non-essential nice to haves. In the best of all worlds maybe some of those "wish list" items would be worth spending on, but not in today's economic climate. Let's spend our limited dollars more wisely and stop depending on ever increasing property tax bills and increased sales tax to fund a "wish list!"

**Beth Hulse**

**From:** asp@netmds.com  
**Sent:** Friday, November 09, 2007 11:03 AM  
**To:** Beth Hulse; ainabnet@oconee.k12.sc.us; dmccormick@oconee.k12.sc.us; mlucas@oconee.k12.sc.us; schbrd@oconee.k12.sc.us; hmays@oconee.k12.sc.us; kposton@oconee.k12.sc.us; jerrylee@oconee.k12.sc.us; ocsmanagen@bellsouth.net; wes@scstatehouse.net; sge@scsenate.org; whitmirew@scstatehouse.net; bowend@schouse.org; chall@senecoc.sc.us; council@targetoc.org  
**Subject:** [SPAM] Concerns from an Oconee County taxpayer and voter - Taxation  
**Importance:** Low

**For:** **County Council:** Please forward this email to all Councilmen and the Administrator.  
**School Board:** Please forward this email to Mr. Hamilton. Others receive copies directly.  
**Sewer Commission:** Please forward this email to all Commissioners and the Manager.  
**Legislative Delegation:** All members receive copies directly.  
**Seneca City Council:** Please forward to all Councilmen, the Mayor, and the Administrator.

**From:** David Johnson  
**Return Email:** davejohnson@bellsouth.net  
**Area of Concern:** Taxation  
**Comments:**

Property taxes are too high!!! Last year the assessments were raised in the face of the efforts of our state legislature to cap increases at 15% every 5 years. This year the millage was raised. I own commercial rentals and already pay 50% more than homeowners!! Which by the way is this fair? Taxes have increased much faster than I can pass thru to tenants who already are struggling in this economy. I therefore have taken a HUGE decrease in cash flow due to a HUGE increase in taxes. Everyone is being hit by increases in energy costs and food ... and there is very little room in most budgets to pay higher taxes. Heaven only knows what will happen if Democrats win the White House in 2008 and have their way and raise taxes at the federal level as they are already promising to do. How much can the people be expected to pay? Is there any end to it all? Just say NO to new projects!!! Enough is enough we can barely pay for what we have. We do not need any new toys.

Voters and taxpayers firmly rejected sales tax proposals in 2004 and 2006. We do NOT want to vote on this matter every two years. Taxpayers throughout the State, Nation, and Oconee County are frustrated with elected officials who continually ignore the wishes of their constituents. If you continue to ignore the will of the people, TARGETOC supporters will insure the referendum is soundly defeated and launch a statewide taxpayer campaign to provide legislative prohibitions against future repeated referenda.

**NO MORE. STOP THE SALES TAX NOW!**



**Beth Hulse**

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**From:** esp@netmids.com  
**Sent:** Friday, November 09, 2007 10:14 AM  
**To:** Beth Hulse; council@targetoc.org  
**Subject:** Concerns from an Oconee County taxpayer and voter - Sales Tax

**For:** **County Council:** Please forward this email to all Councilmen and the Administrator.  
**From:** Roger & Janet L. Boulis  
**Return Email:** roger.boulis@greenbrierinteriors.com  
**Area of Concern:** Sales Tax  
**Comments:**

Voters and taxpayers firmly rejected sales tax proposals in 2004 and 2006. We do NOT want to vote on this matter every two years. Taxpayers throughout the State, Nation, and Oconee County are frustrated with elected officials who continually ignore the wishes of their constituents. If you continue to ignore the will of the people, TARGETOC supporters will insure the referendum is soundly defeated and launch a statewide taxpayer campaign to provide legislative prohibitions against future repeated referenda.

**NO MORE. STOP THE SALES TAX NOW!**

**Beth Hulse**

**From:** esp@netrnds.com  
**Sent:** Friday, November 09, 2007 10:18 AM  
**To:** Beth Hulse; ainabinet@oconee.k12.sc.us; dmccormick@oconee.k12.sc.us; mfucaas@oconee.k12.sc.us; schbrod@oconee.k12.sc.us; hmays@oconee.k12.sc.us; kposton@oconee.k12.sc.us; jerrylee@oconee.k12.sc.us; ocsmanager@bellsouth.net; wes@scstatehouse.net; sge@scsenate.org; whitmirew@scstatehouse.net; bowend@schouse.org; salemclerk29676@yahoo.com; chall@seneca.sc.us; cityofwalhalla@bellsouth.net; West Union City Hall; council@targetoc.org  
**Subject:** Concerns from an Oconee County taxpayer and voter - SALES TAX

**For:** **County Council:** Please forward this email to all Councilmen and the Administrator.  
**School Board:** Please forward this email to Mr. Hamilton. Others receive copies directly.  
**Sewer Commission:** Please forward this email to all Commissioners and the Manager.  
**Legislative Delegation:** All members receive copies directly.  
**Salem Town Council:** Please forward this email to all Councilmen and the Mayor.  
**Seneca City Council:** Please forward to all Councilmen, the Mayor, and the Administrator.  
**Walhalla City Council:** Please forward this email to all Councilmen, the Administrator, and the Mayor.  
**West Union Town Council:** Please forward this email to all Councilmen and the Mayor.

**From:** Philip A. Pfeiffer  
**Return Email:** philc10@charter.net  
**Area of Concern:** SALES TAX  
**Comments:**

Voters and taxpayers firmly rejected sales tax proposals in 2004 and 2006. We do NOT want to vote on this matter every two years. Taxpayers throughout the State, Nation, and Oconee County are frustrated with elected officials who continually ignore the wishes of their constituents. If you continue to ignore the will of the people, TARGETOC supporters will insure the referendum is soundly defeated and launch a statewide taxpayer campaign to provide legislative prohibitions against future repeated referenda.

**NO MORE. STOP THE SALES TAX NOW!**

**Beth Hulse**

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**From:** asp@netmcs.com  
**Sent:** Friday, November 09, 2007 1:05 PM  
**To:** Beth Hulse; council@targetoc.org  
**Subject:** Concerns from an Oconee County taxpayer and voter - SALES TAX

**For:** County Council: Please forward this email to all Councilmen and the Administrator.  
**From:** Francine Kaminski  
**Return Email:** rubyandcheesey@yahoo.com  
**Area of Concern:** SALES TAX  
**Comments:**

Voters and taxpayers firmly rejected sales tax proposals in 2004 and 2006.

We do NOT want to vote on this matter every two years. Taxpayers throughout the State, Nation, and Oconee County are frustrated with elected

officials who continually ignore the wishes of their constituents. If you

continue to ignore the will of the people, TARGETOC supporters will insure

the referendum is soundly defeated and launch a statewide taxpayer campaign

to provide legislative prohibitions against future repeated referenda.

**NO MORE. STOP THE SALES TAX NOW!**

**Beth Hulse**

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**From:** asp@netnics.com  
**Sent:** Friday, November 09, 2007 1:30 PM  
**To:** Beth Hulse; oocsmgr@bellsouth.net; was@scstatehouse.net; sge@scsenate.org; whitmirew@scstatehouse.net; bowend@schouse.org; council@targetoc.org  
**Subject:** Concerns from an Oconee County taxpayer and voter - Taxes

**For:** **County Council:** Please forward this email to all Councilmen and the Administrator.  
**Sewer Commission:** Please forward this email to all Commissioners and the Manager.  
**Legislative Delegation:** All members receive copies directly.

**From:** James Myers  
**Return Email:** myerstokk@charter.net  
**Area of Concern:** Taxes  
**Comments:**

Voters and taxpayers firmly rejected sales tax proposals in 2004 and 2006. We do NOT want to vote on this matter every two years. Taxpayers throughout the State, Nation, and Oconee County are frustrated with elected officials who continually ignore the wishes of their constituents. If you continue to ignore the will of the people, TARGETOC supporters will insure the referendum is soundly defeated and launch a statewide taxpayer campaign to provide legislative prohibitions against future repeated referenda.

**NO MORE. STOP THE SALES TAX NOW!**

**Beth Hulse**

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**From:** jasp@netmcs.com  
**Sent:** Friday, November 09, 2007 1:52 PM  
**To:** Beth Hulse; council@targetoc.org  
**Subject:** Concerns from an Oconee County taxpayer and voter - Spending

**For:** **County Council:** Please forward this email to all Councilmen and the Administrator.  
**From:** James R. Sloan  
**Return Email:** rrsloan@bellsouth.net  
**Area of Concern:** Spending  
**Comments:**

Voters and taxpayers firmly rejected sales tax proposals in 2004 and 2006. We do NOT want to vote on this matter every two years. Taxpayers throughout the State, Nation, and Oconee County are frustrated with elected officials who continually ignore the wishes of their constituents. If you continue to ignore the will of the people, TARGETOC supporters will insure the referendum is soundly defeated and launch a statewide taxpayer campaign to provide legislative prohibitions against future repeated referenda.

**NO MORE. STOP THE SALES TAX NOW!**

**Beth Hulse**

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**From:** asp@netmds.com  
**Sent:** Friday, November 09, 2007 6:47 PM  
**To:** Beth Hulse; council@targetoc.org  
**Subject:** Concerns from an Oconee County taxpayer and voter - No New Taxes

**For:** **County Council:** Please forward this email to all Councilmen and the Administrator.  
**From:** Mary Ellen Wiese  
**Return Email:** killian4us@aol.com  
**Area of Concern:** No New Taxes  
**Comments:**

Voters and taxpayers firmly rejected sales tax proposals in 2004 and 2006. We do NOT want to vote on this matter every two years. Taxpayers throughout the State, Nation, and Oconee County are frustrated with elected officials who continually ignore the wishes of their constituents. If you continue to ignore the will of the people, TARGETOC supporters will insure the referendum is soundly defeated and launch a statewide taxpayer campaign to provide legislative prohibitions against future repeated referenda.

**NO MORE. STOP THE SALES TAX NOW!**

I can't wait for those who are up for election in the coming year, answer to the people why they ignore our concerns about many issues in Oconee County!



**Beth Hulse**

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**From:** asp@netmds.com  
**Sent:** Friday, November 09, 2007 9:53 PM  
**To:** Beth Hulse; council@targetoc.org  
**Subject:** Concerns from an Oconee County taxpayer and voter - Taxes

**For:** County Council; Please forward this email to all Councilmen and the Administrator.  
**From:** John J Price  
**Return Email:** jprice@jjpccomputers.com  
**Area of Concern:** Taxes  
**Comments:**

Dear Oconee County Council,

Urge you to limit spending to avoid any future tax increases, either property or sales taxes. Our county has seen a significant increase in assessed realstate which has provided a sizable increase in property tax revenue. Taxpayers in Oconee County are frustrated with elected officials who continually spend more and have no sense of a budget.

PLEASE, NO MORE TAX INCREASES! WE WILL REMEMBER DURING THE NEXT ELECTIONS!

**Beth Hulse**

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**From:** asp@netrds.com  
**Sent:** Saturday, November 10, 2007 12:45 AM  
**To:** Beth Hulse: council@targetoc.org  
**Subject:** Concerns from an Oconee County taxpayer and voter - SALES TAX

**For:** County Council; Please forward this email to all Councilmen and the Administrator.  
**From:** Steve Kaminski  
**Return Email:** kaminski@at.com  
**Area of Concern:** SALES TAX  
**Comments:**

Voters and taxpayers firmly rejected sales tax proposals in 2004 and 2006. We do NOT want to vote on this matter every two years. Taxpayers throughout the State, Nation, and Oconee County are frustrated with elected officials who continually ignore the wishes of their constituents. If you continue to ignore the will of the people, TARGETOC supporters will insure the referendum is soundly defeated and launch a statewide taxpayer campaign to provide legislative prohibitions against future repeated referenda.

**NO MORE. STOP THE SALES TAX NOW!**

**Beth Hulse**

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**From:** asp@netmds.com  
**Sent:** Saturday, November 10, 2007 8:54 AM  
**To:** Beth Hulse; council@targetoc.org  
**Subject:** Concerns from an Oconee County taxpayer and voter - Sales tax

**For:** **County Council:** Please forward this email to all Councilmen and the Administrator.  
**From:** Robert Hance  
**Return Email:** rob\_han@msn.com  
**Area of Concern:** Sales tax  
**Comments:**

Voters and taxpayers firmly rejected sales tax proposals in 2004 and 2006. We do NOT want to vote on this matter every two years. Taxpayers throughout the State, Nation, and Oconee County are frustrated with elected officials who continually ignore the wishes of their constituents. If you continue to ignore the will of the people, TARGETOC supporters will insure the referendum is soundly defeated and launch a statewide taxpayer campaign to provide legislative prohibitions against future repeated referenda.

**NO MORE. STOP THE SALES TAX NOW!**

Sincerely,

Robert & Donna Hance  
Salem

**Beth Hulse**

---

**From:** asp@netmds.com  
**Sent:** Saturday, November 10, 2007 4:33 PM  
**To:** Beth Hulse; council@targetcc.org  
**Subject:** Concerns from an Oconee County taxpayer and voter - Sales Tax

**For:** **County Council:** Please forward this email to all Councilmen and the Administrator.  
**From:** Joan Murillo  
**Return Email:** joammurillo@bellsouth.net  
**Area of Concern:** Sales Tax  
**Comments:**

We DO NOT WANT a sales tax and if you do not stop the runaway spending there will be new people sitting in your seats very soon!!!

**Beth Hulse**

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**From:** aso@netmds.com  
**Sent:** Saturday, November 10, 2007 4:44 PM  
**To:** Beth Hulse; council@targetoc.org  
**Subject:** Concerns from an Oconee County taxpayer and voter - Just About Everything

**For:** County Council: Please forward this email to all Councilmen and the Administrator.  
**From:** Joan & Octaviano Murillo  
**Return Email:** joanmurillo@bellsouth.net  
**Area of Concern:** Just About Everything  
**Comments:**

WE ARE OPPOSED TO THE IRAQ WAR. WE ARE OPPOSED TO TAXING THE INTERNET. WE ARE OPPOSED TO HUGE DEFICITS, THE TRADE IMBALANCE, THE MIDDLE CLASS BEARING THE BRUNT OF THE TAX BURDEN SO THE WEALTHY CAN PURCHASE MORE SECOND HOMES, YACHTS, ETC. Mr. Bush HAS BEEN A DISASTER AND HAS CAUSED IRREPARABLE HARM TO OUR NATION AND STANDING IN THE WORLD. WE ARE OPPOSED TO HIGH PROPERTY TAXES, THE HIGH COST OF GAS (it has MORE than doubled since Mr. Bush stole the election)and we are opposed to his opposition to funding for stem cell research and health insurance for children under Schip.

Compassionate conservative— What a joke! We knew he would be a disaster in 1999 but it took everyone else almost 6 years to see him for what he is and we really got a very good look during the Katrina disaster in New Orleans.

In case you are interested we will be voting for either Ron Paul or Michael Bloomberg, should he decide to run.

**P.S. By the way we are not poor down and outers but have a net worth of upwards of 4 million.**

**Beth Hulse**

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**From:** asp@netmds.com

**Sent:** Saturday, November 10, 2007 8:03 PM

**To:** Beth Hulse; council@targetoc.org

**Subject:** Concerns from an Oconee County taxpayer and voter - 1% sales tax

**For:** **County Council:** Please forward this email to all Councilmen and the Administrator.

**From:** Charlie Lovelace

**Return:** chasandlin@hotmail.com

**Email:**

**Area of:** 1% sales tax

**Concern:**

**Comments:**

Voters and taxpayers firmly rejected sales tax proposals in 2004 and 2006. We do NOT want to vote on this matter every two years. Taxpayers throughout the State, Nation, and Oconee County are frustrated with elected officials who continually ignore the wishes of their constituents. My wife and I voted against this both earlier times and we are offended that we might have to do it again. Perhaps you feel that if you attempt this often enough, perhaps the citizens will give up and vote for it. We do not support this measure today and we will not support it tomorrow. NO MORE, STOP THE SALES TAX NOW!



**Beth Hulse**

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**From:** asp@netinds.com  
**Sent:** Saturday, November 10, 2007 10:59 PM  
**To:** Beth Hulse; salemclerk29676@yahoo.com; chall@seneca.sc.us; cityofwalhalla@bellsouth.net; csmith@westminster.sc.org; West Union City Hall; council@targetoc.org  
**Subject:** Concerns from an Oconee County taxpayer and voter - No local sales taxes

**For:** **County Council:** Please forward this email to all Councilmen and the Administrator.  
**Salem Town Council:** Please forward this email to all Councilmen and the Mayor.  
**Seneca City Council:** Please forward to all Councilmen, the Mayor, and the Administrator.  
**Walhalla City Council:** Please forward this email to all Councilmen, the Administrator, and the Mayor.  
**Westminster City Council:** Please forward this email to all Councilmen and the Mayor.  
**West Union Town Council:** Please forward this email to all Councilmen and the Mayor.

**From:** Gary & Melissa Crain  
**Return Email:** gmmcrain@yahoo.com  
**Area of Concern:** No local sales taxes  
**Comments:**

Voters and taxpayers firmly rejected sales tax proposals in 2004 and 2006. We do NOT want to vote on this matter every two years. Taxpayers throughout the State, Nation, and Oconee County are frustrated with elected officials who continually ignore the wishes of their constituents. If you continue to ignore the will of the people, TARGETOC supporters will insure the referendum is soundly defeated and launch a statewide taxpayer campaign to provide legislative prohibitions against future repeated referenda.

**NO MORE. STOP THE SALES TAX NOW!**

**Beth Hulse**

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**From:** asp@netmids.com  
**Sent:** Sunday, November 11, 2007 8:19 AM  
**To:** Beth Hulse; council@targetoc.org  
**Subject:** Concerns from an Oconee County taxpayer and voter - Sales Tax

**For:** County Council: Please forward this email to all Councilmen and the Administrator.  
**From:** Michael J Mowrey  
**Return Email:** mjmworey@charter.net  
**Area of Concern:** Sales Tax  
**Comments:**

Voters and taxpayers firmly rejected sales tax proposals in 2004 and 2006. We do NOT want to vote on this matter every two years. Taxpayers throughout the State, Nation, and Oconee County are frustrated with elected officials who continually ignore the wishes of their constituents. If you continue to ignore the will of the people, TARGETOC supporters will insure the referendum is soundly defeated and launch a statewide taxpayer campaign to provide legislative prohibitions against future repeated referenda.

**Beth Hulse**

**From:** asp@netmds.com  
**Sent:** Sunday, November 11, 2007 9:11 AM  
**To:** Beth Hulse; airabina@oconee.k12.sc.us; dmccormick@oconee.k12.sc.us; mlucas@oconee.k12.sc.us; schbrd@oconee.k12.sc.us; hmays@oconee.k12.sc.us; kposton@oconee.k12.sc.us; jernylee@oconee.k12.sc.us; wes@scsstatehouse.net; sge@scsenate.org; whitmirow@scsstatehouse.net; bowend@scsouse.org; council@targetec.org  
**Subject:** Concerns from an Oconee County taxpayer and voter - Sales Taxes / Sewers

**For:** **County Council:** Please forward this email to all Councilmen and the Administrator.  
**School Board:** Please forward this email to Mr. Hamilton. Others receive copies directly.  
**Legislative Delegation:** All members receive copies directly.

**From:** J. Charles Gray  
**Return Email:** amci@taflonline.net  
**Area of Concern:** Sales Taxes / Sewers  
**Comments:**

I do not know how it happened !!!, but the elected officials of Oconee County and the State managed to raise my State Sales Tax to lower my school tax, but in the end my total tax bill for the year 2007 increased. I own other things other than a house to live in. Shame on me for trying to get ahead in life.

When will it ever stop?? Give all of us a rest for awhile. I will not vote for one penny more tax on ANY THING for ANY PURPOSE and will vote against ANY ONE who even mentions the subject.

Why don't all elected officials spend what they get in taxes more wisely. That would take WORK and CARING, but if you try, it might work.

With the economy headed further south than it is now, it is time for all elected officials to suck up and tighten your belts like the rest of us are having to do.

J. Charles Gray

**Beth Hulse**

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**From:** esp@oetmids.com

**Sent:** Tuesday, November 13, 2007 7:23 AM

**To:** Beth Hulse; council@targetoc.org

**Subject:** Concerns from an Oconee County taxpayer and veteran - TAXES!!

**For:** **County Council:** Please forward this email to all Councilmen and the Administrator.

**From:** Joel & Laura Hunkle

**Return Email:** hunklejl@earthlink.net

**Area of Concern:** TAXES!!

**Comments:**

No More! Stop the sales tax NOW!!

**Beth Hulse**

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**From:** asp@netmds.com  
**Sent:** Monday, November 12, 2007 1:39 AM  
**To:** Beth Hulse, council@targetoc.org  
**Subject:** Concerns from an Duane County taxpayer and voter - DSL in our area

**For:** County Council: Please forward this email to all Councilmen and the Administrator,  
**From:** Joan Murillo  
**Return Email:** joannmurillo@bellsouth.net  
**Area of Concern:** DSL in our area  
**Comments:**

EVERYONE HERE IN THIS AREA WANTS HIGH SPEED INTERENT SERVICE  
PLEASE.....

**Beth Hulse**

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**From:** esp@netmads.com  
**Sent:** Tuesday, November 13, 2007 11:10 AM  
**To:** Beth Hulse; council@targetoc.org  
**Subject:** Concerns from an Oconee County taxpayer and voter - Sales tax

**For:** County Council: Please forward this email to all Councilmen and the Administrator.  
**From:** Dennis Leaf  
**Return Email:** dleaf@bellsouth.net  
**Area of Concern:** Sales tax  
**Comments:**

No more sales tax increases. The voters already said NO! And remember three council seats are up next year. The voters in the county will remember.



**Beth Hulse**

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**From:** asp@netmds.com  
**Sent:** Tuesday, November 13, 2007 11:25 AM  
**To:** Beth Hulse; ainabine@oconee.k12.sc.us; dmcoormick@oconee.k12.sc.us;  
 mlucas@oconee.k12.sc.us; schiro@oconee.k12.sc.us; nmays@oconee.k12.sc.us;  
 kposton@oconee.k12.sc.us; jerylee@oconee.k12.sc.us; ccscmanager@bellsouth.net;  
 wes@scstatehouse.net; sge@scsenate.org; whifmirew@scstatehouse.net; bowend@schouse.org;  
 dsmit@westminstersc.org; council@targetloc.org  
**Subject:** Concerns from an Oconee County taxpayer and voter - Taxes

**For:** **County Council:** Please forward this email to all Councilmen and the Administrator.  
**School Board:** Please forward this email to Mr. Hamilton. Others receive copies directly.  
**Sewer Commission:** Please forward this email to all Commissioners and the Manager.  
**Legislative Delegation:** All members receive copies directly.  
**Westminster City Council:** Please forward this email to all Councilmen and the Mayor.

**From:** Ben G. Lovinggood  
**Return Email:** benlovinggood@bellsouth.net  
**Area of Concern:** Taxes  
**Comments:**

It seems that every time I pick up the local paper or turn on the news some special interest group is wanting to raise taxes for some special project that hardly anyone else is interested in. I think that there needs to be more concern for the majority of the people and their needs than just a hand full of people and their wants. Maybe if these same people would put more effort towards finding ways to cut some of the unnecessary spending that is going on then maybe we would have money for some of their special projects without raising taxes. Thanks Ben Lovinggood!

**Beth Hulse**

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**From:** asp@netmds.com  
**Sent:** Tuesday, November 13, 2007 1:03 PM  
**To:** Beth Hulse; council@targetac.org  
**Subject:** Concerns from an Goonee County taxpayer and voter - Sales Tax increase

**For:** County Council: Please forward this email to all Councilmen and the Administrator.  
**From:** Jay Tidman  
**Return Email:** jtidman@bellsouth.net  
**Area of Concern:** Sales Tax Increase  
**Comments:**

Gentlemen,

Please. No more. Stop the sales tax now.

Jay Tidman  
146 Northshores Drive  
Seneca, SC 29672