

4/15/08

Aiton Brant	As an owner of a home in Seneca, I don't understand why it's taking so long to pass zoning requirements for the lake and surrounding area. It's ridiculous the amount of time, money and energy to get anything done in Oconee. Please pass these zoning laws so that we can preserve the trees, mountains, and lakes in our area. If we lose this... we lose Oconee County. We will have a large enough tax base to draw income from without the addition of high rises which will depreciate property values and destroy the beauty of Keowee and Jocassee. Thanks for your time and attention to this matter.
Barbara Scharett	There are some things in life we regrettably can never take back and if this ordinance is not passed, there will be no turning back and the changes to our area will be devastating. Please consider your stand on this passage very carefully. There is so much at stake. Thank you.
Mary K Wall	No property owner will be forced to make any changes to his property with this legislation. In order to keep Lake Keowee clean and beautiful there must be some limits to development in the future.
Peter C. LeRoy	As a lake property and business owner in Oconee County the ZEO is essential not only to protect the quality of the lake but to encourage more companies to locate or re-locate to our area. Zoning improves our ability to attract and grow our business environment thus improving our employment opportunities.
Virginia Strong-Tidman, John F. Tidman	Without smart growth that includes zoning our quality of life will not be here for others to enjoy. I have seen it happen in other places where they opposed zoning and in the end regretted what happened to their communities. Growth is inevitable, it is how we manage it that makes the difference between keeping what is wonderful about our corner of the world and losing it forever to changes we never anticipated happening.
Paul and Sherry Kartzler	What a shame it would be to repeat the mistakes of Lake Norman or Lake Lanier just to name a couple. Oconee County is blessed with a jewel in Lake Keowee.....let's keep it that way so that all the county residents can continue to enjoy this wonderful asset. Those individuals in a position to impact the direction in which the county goes have a responsibility to protect the future of what this county has to offer.
Jan K. Hannon	I wish the Planning Committee would put aside their fears of the word 'zoning' and realize that by enabling zoning you will give the locals as well as those moving in to SC more freedom to determine the use of the land about them. Dealing the zoning enabling does nothing but give outsiders-developers-large construction companies from far away to decide where and what is to be built in our midst. Please think rationally and not emotionally and enable our local residents to have control of their environment.
Dr. Larry S. Mary M, and Robert Bowman	We are so sorry not to be able to attend the meeting, but we are 100% behind the ZEO and Lake Overlay. We have been citizens of Oconee County since 1981. We have raised our family here and want our county to grow in a positive rather than a negative direction.
Richard D. Warner	Lake Keowee water quality and controlled development will be the economic life blood of Oconee County in the NEAR future. Manufacturing jobs are gone, not to be replaced, so the lake IS the most important asset the county has.....
Richard S. Millward	No matter what you want to call it, zoning - or land use management - is crucial to maintaining the quality of life around Lake Keowee. If this lake becomes another Myrtle Beach or Lake Lanier, Oconee County will have effectively killed the goose that laid the Golden Egg.
Keith Denny	As a long time resident of Oconee County, I believe it is the duty of the community and of the County Council to protect the limit resources of our community. The Zoning Enabling Ordinance and the Lake Overlay District will allow protection of one of the key resources that has come to define the pristine qualities of Oconee County.
Sarah (Sally) Owen	I have lived in Oconee County for 35 years. I am a retired educator from SDOC. I have seen many changes in Oconee County, most of them positive. We need to put into effect a lake overlay immediately to save our lake and county from becoming a Myrtle Beach. Zoning needs to be enabled to insure our future generations don't have to live with our failure to take responsible action. Mr. Crumpton, I hope you will stand up and do the right thing for our district.
Jara Biddle	I do not live in a lake community but support zoning that protects the character of Lakes Keowee and Jocassee.



Martha File	I have lived in and out of this state through out my life. I have lived in various parts of this state in the east, south, central and now the northwest. One aspect that jumps out to me is what the lack of proactive planning has done to many areas of this state. I do not want to see Oconee County become another state casualty. The growth industry in our area is retirement and tourism. The citizens of Oconee made a very strong statement this past autumn in their efforts to protect Stump House Mountain and Sumter National Forest from being put on the selling block. We want to preserve our natural resources from out side developers and bring the decision making back to the people of this county. We need to pursue the lake overlay district and zoning to move forward with steps to protect our land and rights for involvement in decision making about how Oconee County will be developed. Sticking our heads in the sand and not facing land use and development is a grave mistake.
Lester P. McMahan	This process has taken entirely to long, get on with the zoning and quit stalling.
Laure Lefevre	We have lived in Keowee Key for 8 years, but lived in Charlotte, NC for 8 years previous to our relocating here. We saw what happened to Lake Norman after condos and high-rises were built around the lake. It is now overcrowded and the homeowners who moved there because of the pristine conditions and view don't dare to take their boats out on the weekends. I also am worried about the traffic and fire hazard. That road is narrow and it will change the whole atmosphere of the surrounding residential area.
Linda L. Redmann	This is so critical to save Lake Keowee, I swim in the lake every day in the summer (May thru Oct) and have so since 1986. Before that, from 1979 to date, I canoe and sail a small boat on Lake Keowee. There has already been a significant decline in the clarity of Keowee water since 1979 and even more so since 1988. A home was built in this subdivision which violates the setback/buffer, in which at least 1 tree close to the shore was cut down, and at which there was clear/repeated/significant silt allowed to wash into the lake, despite my calling attention to that fact to the builder. The owner?--a wealthy out-of-towner from Greenville/Lake Norman, with all its shoreline development, is so dirty I would hate to even put a boat in it, let alone swim in it! PLEASE -prevent this from happening to Lake Keowee and Jocassee. Research shows that when lake water quality declines, so too do property values! In the entire area, not just along the water-front! So if Oconee county wants to retain its tax base.
John and Amy Twitty	I live on Lake Keowee. I am a SC native and understand how badly Oconee county needs more good jobs. Construction must be one if its main industries at this time. I understand that economic grow is needed in Oconee County. In the long run managing the development will help to attract industry to the area. High Rises on the lake will place a larger burden on the county's infrastructure and not create the kind of growth we need. We need companies to invest in real, permanent jobs, the kind created by manufacturing and technology. The lake can attract these type companies and this should be our focus. Oconee County is a great place to raise children. I have 2 small children in public school now. We should help to make it as attractive to industry as possible. A strong county council that will do what is best in the long run will attract not deter investment, I would use the comparison of how Mt Pleasant in Charleston was developed with stricter zoning as compared to how Myrtle Beach was developed.
John J. & Dorothy E. Martin	This incredible area/lake is one of the Carolina's most desired destination. High density construction would only be a negative. While it is still possible to avoid a disaster time is running out. Do whatever is necessary NOW!!
John Moosbrugger	PLEASE DON'T TURN OUR COUNTY INTO ANOTHER MYRTLE BEACH!!!!!!
John Scott	Dear Sirs, Please support the ZEO and the lake overlay District. I sincerely feel that it is the best plan for Oconee County and Lake Keowee. I lived in Madison and attended Westminster High School.
Brett & Judy Beazley	For goodness sake, let's come into the 21st century and manage the growth around us. Without controlled usage we are subjecting ourselves to random selection. Benchmark Lake Lanier, Lake Norman, Lake Altoona, etc. Without zoning and lake front overlays we are inviting the destruction of Oconee County's biggest assets and natural resources. Certainly, overlays in other areas may be appropriate, e.g., I-85 corridor. Don't cave in to special interests or the notion of individual rights. Individual rights, at its most extreme, results in encroachment on other's rights just as "freedom" does not mean "license".



Dave Johnson	Why is zoning such a hard thing for the council to decide. Take us out of the stone age and begin to run our county government in the present times. Most civilized communities have zoning and most people expect some kind of reasonable restrictions on land use. The vultures from other communities which have zoning are circling and want to take advantage of our counties current vulnerability. Do not allow the vocal minority to dissuade you from taking the right steps in protecting one of our greatest assets which is the beauty of the lake.
Fred and Nancy Powers	I believe the Council owes it duty to the future and well being of its residents, not outside developers or financiers. High density developments like this one only detract from the quality of life in Oconee County.
Jim and Mary Doyle	The lakes are THE economic engine of Oconee County bringing in tourism and making the County desirable to live in, thus influencing business development. DO NOT Let The Lakes be spoiled. We need the ZEO
Roger Quigley	Unmanaged, uncontrolled growth will result in a county that only developers will love. The time to act is now to protect our lakes.
Sharon Hamilton	The infrastructure of our county simply cannot handle high density development. In the end it will cost all of us in the county to play 'catch-up'. It will also destroy our quality of life. The character of our beautiful county must be preserved. Keep the overlay - let other areas of the counties be free of zoning if that is what they wish. We in the lake area wish to be protected.
Sally H. Price	Please protect our beautiful lakes from those who would exploit these resources and would then move on. This is a rare opportunity to demonstrate good stewardship so that future generations may enjoy these lakes.
Gerald T. & Patricia Walch Eubank	Any type of development that detracts from the natural beauty, which has already been infringed upon, is undesirable. The increased usage of the area is already being felt especially in the destruction of the habitat.
James and Susan Roether	Oconee County Council members. Please read this petition and take it seriously. We are. Thank you.
Jeff & Joan Nedmito	We are very disappointed that the County Council has had so many false starts and not moved faster to obtain the protection needed for one of our County's most important assets. This is not the only major issue that seems to be stagnated in Council Chambers. Leading is hard work, and making everyone happy is not possible, but decisions need to be made if we wish to go forward, and avoid much larger problems in the future.
Jerry and Sharon Lynch	Please stop this insanity, you are ruining our beautiful Lake. We have been here 16 years and it is time for the Oconee County Council to stop this careless disregard for our Lake and the beautiful resources in our county. We don't want a Lake Lanier do we??
Adelaide V. Carpenter	Do not allow high rises on our lakes. Just look at Lake Norman currently. It is overdeveloped and not attractive.
Alan S. Armstrong	The Oconee County Zoning Enabling Ordinance and the Lake Overlay District for Lakes Keowee, and Jocassee are long overdue. Please bring our county into the 21st century through your leadership. Thank you.
Alfonso Diago	I strongly feel that passage of the ZEO ordinance is critical to preserve the beauty and value of our resources and prevent the damage that greed from developers has caused in other areas of the state, so I trust that you have the concern and pass this ordinance.
Ben Turetzky	The Oconee County Comprehensive Plan clearly states that County-wide Zoning would be considered in 2007. It is unfortunate that the County had not moved forward 'on that promise' until after we were threatened with unacceptable waterfront development, which, under the current lack of controls, was legal. We are now in a situation where as time marches on, the reasonable solution of 'community-based zoning' has become a 'we' (a small local group of long time residents) and 'they' (an increasingly large group of people who have moved here from elsewhere) issue. What is at stake is the cornerstone of the economic future and quality of life of the area - what happens to Lake Keowee. The way in which Community-based zoning works is that if 15% of the registered voters in a fire district sign a petition requesting zoning, that the Planning Commission, considering current land uses, develops a proposed zoning plan for that district - this being done with community input and meetings. The proposal is
Don Johnson	The ZEO and lake overlay are very important to this area of SC. Thoughtful planning for development and growth will benefit all citizens in the future.



Nora B. Field	I think over-development would be terrible for the residents of Oconee County; the quality of life for citizens as a whole would suffer. This is not an area that can sustain the density of population that high rises would create. The roads and other public services would be severely compromised, resulting in further deterioration and community displeasure.
mas. Troy	My wife and I moved here in 1998. We have lived in the Northeast and West due to job relocations. Living in these different communities we have witnessed the mess that resulted when Zoning was delayed and where Zoning was implemented as soon as run-away development was foreseen. The contrast in the quality of life for both residents and business are stunning. ZEO and Overlay are needed now!
Albert J. Turner	Although I am concerned about all aspects of the environment in general, and the preservation of our wonderful Lake Keowee environment in particular, I am not a tree hugger nor opposed to development and progress. But the quality and character of our lake must be preserved for all to enjoy, and the vast majority of property owners on Lake Keowee who live there because of the quality and character of the lake environment deserve the ability to protect their property values and to preserve the environment that they have chosen.
Kenneth Dunlap	Zoning would improve property values and is necessary for Oconee County to grow properly.
William Hanson	We need to keep Oconee, Oconee. The beauty of lakes and mountains will wane under the rampant foot of uncontrolled growth.
Robert & Patricia Jarvin	We need primary protection for the areas around the lakes. Also need more control for development along the I-85 highway area. These should receive primary attention.
Brian K. Hornbeck	I would like to restrict/control development in Seneca and on Lake Keowee. The road systems and infrastructure are not currently constructed to handle the increased population. This would require an increase in taxes, construction and loss of land for road construction.
Fred & Annette Baille	We don't want Keowee to be another Lake Lanier !!!
Ronavan R. Mohling	Today Lake Keowee is one of the most beautiful and clearest lakes in America. High rise development would completely destroy the serenity of this beautiful place.
Howard and Claire King	If action is not taken NOW to save this beautiful area, it will go the way of so many others where people sat on their hands and did nothing. The Council needs to do what it is elected to do, and pass whatever legislation is necessary as a matter of URGENCY to protect the area from becoming an overgrown, sprawling mess.
William S. Graham and Terri L. Graham	We believe strongly as to the need for an 'overlay zoning district' as regards Lake Keowee. Oconee County has no legitimate land use planning, a very weak set of development standards ordinances, and no real Planning Commission or County Council oversight of large development plans/sites.
Charles Leonardi	It's difficult for me to understand why the idea of zoning, especially as proposed to date in Oconee County, is not seen as positive. Having lived in two communities that had no zoning, both of which grew very haphazardly and deleterious to smartly planned growth, it's obvious to me that you either adopt smart zoning or adopt, de facto, a path to poor and very slow development, which in the long run is a negative on taxes (less tax to the county and therefore a higher burden on residents) and a drain on positive economic growth. Please wake up and look at the plethora of history that exists across the country with regard to good sensible zoning. The equation is simple: either do zoning well today, or regret it for the remainder of the community's life.
Cindy Elzheriou	Lack of zoning on Lake Keowee will provide high profits to a limited few and negatively impact property values for the majority of the owners.
Carole Holt	Along with prohibiting billboards and maintaining the 'Scenic Highway' designation on Route 11, there is no more important issue than preserving the natural beauty and pristine nature of Lake Keowee and Lake Jocassee. Eco-tourism can be an asset to the county, and high-rise, high-density housing will not encourage such an industry. May I suggest you leave the County and investigate what over-development has produced in other lake areas across the country. Once the decision is made to allow one high-rise, high-density development, will you say 'no' to another? and another?
City Lang	If there is no concise planning, outside interests, who have little concern for those presently living there, will provide the planning...and of course it will be based on self interests and not the good of those who have been responsibly living there to date.



Bruce W. Hamilton	George & Others, If nothing else can be accomplished by this Council, this year.....this Ordinance must be passed. Needless to say, we, people living on Lake Keowee, are concerned and frustrated with the lack of success, to date, of the Council on this matter.
Andrei Mikhalevsky , and Gary Castl	Support the proposed restriction per the petition.
Ann and Michael Chengrian	We most definitely want to sign the ZEO petition.
Arnold Kathy	This is a matter of high priority and should be moved along with dispatch.
Ashley Sneed	It would be a disgrace to see the beauty and tranquility of Lake Keowee be ruined by lifting current restrictions. I personally believe more restrictions should apply to conserve the surrounding land and limiting the amount of clear cutting to make for more homes and lots.
Barbara Dudley	Please apply all the necessary DIRECTION to the Planning Commission to immediately finish their proposal reading the Zoning Enabling Ordinance. This is necessary so the Oconee County Council can quickly vote favorably on such an ordinance for the protection of all the Citizens of Oconee County. Please let's move on the issue before it is too late.
Barbara McGrey	This zoning should be completed as fairly and as fast as possible.
Barry Birkett	We need to move forward to enable zoning now and create the Lake Overlay District so that the Commission has an opportunity to protect our community before developers have moved forward and it's too late. We should not stop development but give residents the ability to decide which development makes sense.
Barry P. Keane	Please support the ZEO
Bea Hamilton	This is a very important matter for all of us, that live on the lake. I hope that the Council can take action on this, as soon as possible.
Bill & Sue Brens	What a shame that zoning has been taken off 'fast track' after two years!! Hate to see what will happen to our beautiful corner of creation if developers are allowed to inundate the area with dense, high rise developments.
Bill Walker and Caren Von Hippel	We cannot emphasize enough the importance of this. Once inappropriate development has been created, it cannot be reversed. Development that preserves this Lake District requires forethought and planning, and the Zoning is the way to enforce that the require forethought and planning really happens!
nie Lamarand	We support this zoning measure
Brett Beazley	Without zoning Oconee county and its residents will be subject random development and land use. The lake will become an endangered species much the same as Lake Lanier outside of Atlanta. Why risk our primary natural resource, the lake? How about the next strip mall or gas station be built next to your home. The influx of retirees, new families and even businesses attracting a new employment population will all be discouraged. Why risk your investment?
Carl M and Susan J Davidson	
Carleton H and Patricia A Hawk	For current and future owners, please pass ZEO. In 1999, we bought Beacon Shores lot#40 because of the unique and wonderful environment at the time with full recognition that growth and change was inevitable and that we would not like all of it. We believed, however, that the governments of Oconee and Pickens counties had learned of the mistakes of so many nearby jurisdictions that they would develop a long-term plan that would be wise and cautious. Decisions that have a negative impact on an area like the Lake Jocassee basin have a very long-term impact. Please pass ZEO.
Carmen Y Foley	We must maintain the Natural Beauty and Tranquility of our Golden Corner of the World.
Carol Kozma	Please pass this ordinance and the Lake Overlay District. We would like the whole county to enjoy the lakes forever.
Caroline and Ken Morse	Folks, There has to be a business model that supports development efforts that can achieve profit and equity without having to build eyesores like high rises on such a beautiful lake. Lake Keowee is the MOST beautiful and unpolluted lake in the area which many people should enjoy. But, 'many' doesn't have to mean high rise structures. Building high rise structures cheapens the beauty and uniqueness that Lake Keowee has to offer its current and future residents. Sometimes in life we need to hold onto the more important things in life and forego the profit. What builders and developers build remains permanent for the rest of us to see. Beauty is important in life. Please keep our gorgeous lake special.



CC & Susan Snyder	The ZFO MUST be passed to help insure and protect the environmental integrity of this priceless area while maintaining common sense and social responsibility in the current and future development of it's resources for the good of all of us that are here now and those that will come after us! It is the responsibility of this generation to protect and preserve what nature has abundantly given us through well thought out, prudent development planning and execution for maximum utilization and enjoyment for generations to come.
Charles F. Smith	We need the Zoning Enabling Ordinance NOW! Delay will bring on hordes of commercial developers, who will ruin the lakes forever. We do not need another Lake Lanier or Norman in Oconee County.
Charles R. Duke	High density development will not only degrade our property values, but it also puts the lake at serious risk. Other than construction pollution, the sewage problems have historically been underestimated by all high density projects in other locations. High density also means exponentially increasing the number of water craft on the lake which is inherently dangerous. Noise from the lake is often too high even now, and more noise will decrease the quality of life that we have. Please think of the long term quality of life issues rather than other short-term gains that might be suggested. Thank you.
Chris Lybeer	Lake Keowee has a unique set of values, which create a wonderful atmosphere for everyone in the area. Please management development carefully so that overcrowding or poor environment planning don't ruin this important resource.
Christine E. Christensen	Please do the responsible thing to protect our investments in homes and building sites on Lake Keowee from the money grabbing High Density Builders. Responsible development of Oconee County should enhance and not allow unbridled development which negatively impacts on existing property owners.
Chuck Kellner	Get going on the overlay and stop high rise developments, let all developers know that Oconee County is not For Sale.
Craig Monson	Let's not spoil one of the most beautiful lakes in the SE United States. We must keep lake front development to a minimum and prohibit any waterfront property from having more than 4 stories in height. This was done for Ocean front property in Martin county Florida which is now the envy of all the over built waterfront counties in Florida. The county also purchased significant ocean front property that is now green space and county parks. Let's follow their example!!
D Gary Brodhagen	I strongly agree with the county Zoning Enabling Ordinance. I was Chairman of a Zoning and planning board before retiring to SC. I was in an area very much like this.
Dan Robbins	As a tax paying citizen and lake home owner that has spent 10 years trying to protect Lake Keowee from poor lake management practices by Duke Energy and DHEC, let me express my support for the Oconee County Enabling Ordinance (ZFO) and the lake Overlay District for both Lake Keowee and Lake Jocassee. The reason we came here was to enjoy the pristine nature of this lake, the sparse population surrounding it's boundaries and the lack of commercial development. If this is allowed to change it will reduce the values of all the property on Keowee and subject us to the overcrowding conditions that exist on lakes such as Lanier. Please keep Keowee as it is today with restricted development, proper setbacks and no commercial construction and overdevelopment.
Dan Wolfenig	I support the ZEO and overlay, but quite frankly I don't think they are restrictive enough to protect the lake. A good start none the less.
Dana Shope	There is a definite need to conserve the natural beauty of the lake resources as well as the appearance of the town we live in. Slow, well planned building guidelines, restrictions, judgments, and fines need to be implemented on builders and residence who allow run-off and other destructive actions that can cause environmental and economical problems.
Danielle and Walter Dahl	
Dave & Terri Kokor	I want the overlay approved. Our lakes need all the protection they can get. Don't get stupid on this -man up!!
David and Elaine Martin	Please protect the environment around our lake!!!



Derham & Patricia Eginton	I purchased this property believing that I would not be looking at a high rise high density development across the lake. At that time I assumed the property, which is directly across the lake from us, would be developed similar to the housing which was on the property at the time we bought. I am concerned not only with the height and density of the proposal, but the congestion and safety which will result at the major north/south lake passage. This channel at the present time is very congested in the weekends, summer and holidays. Has anyone looked at the amount of boat traffic that passes in front of this property during the high season. As a major property tax payer, I absolutely support the Oconee County Zoning Enabling Ordinance. It is time this county plan for the future not the past. In my opinion, the current overlay definition is sufficient to move forward and we do not need the council and planning commission battling the overlay definition back and forth, nit picking every detail for another
David Bassett	County Council needs to continue the passage of the ZEO along with the initial three overlays. Now is the time to begin the orderly planning for the growth that the County is going through. I attended the planning commissioners meeting this week and spoke with Bill Evatt to inform him that Pickens County already has performance standards for property located within 1000 feet of the lake including buffer zones and height restrictions. These have been in place for three years. Just imagine what will happen if Oconee County does not act responsibly and pass the Lake Overlay. Hungry developers will just swamp to the Oconee side of the lake with high density, high rise structures. This would substantially deteriorate the quality of the lake and this region. This threat needs to end NOW. I also talked with Ryan Honea about the need for the overlay with density restrictions in his district, which he appears to be against. Oconee County already has spent millions of \$\$'s for the Fairplay Commercial Park and this will
David Edwards	Please consider this note as my strong support for an overlay that eliminates the possibility of high density development on Lake Keowee. I work for an urban developer in Atlanta and our product has no place at Lake Keowee. The Lake should be a place of solace and relaxation and not a high priced, high profit residential development.
David G. Ward	I do not want to see anything over 3 stories any where around the shore area of Lake Keowee.
David M. Garramone	It is unfortunate that property owners can have their property values destroyed by developers who are unwilling to develop single family homes as they get a better bang for their buck with high rise, multi-family, high density projects. Too often around this country the rights of the property owners are superseded by the wants of the developers looking only to line their pockets at the expense of the long time residents. We desperately need a structured plan so that property owners know that their values are safe from speculative developers.
Debi Conway	High rise condos should be kept at three stories or less.
Dennis & Janet Moriarty	We love the lake and would not like to see it destroyed by High Rises.
Dennis Barra	It is essential that Lake Keowee and its surrounding shores be protected against un-regulated development. I strongly urge you to listen to the 3000 plus homeowners who have supported the ZEO for Lake Keowee.
Dennis B. Monroe	We strongly support ZEO to protect property owners from high rise and high density construction. We will vote only for candidates that support ZEO to the county council.
Diana Owens	We love our lake and community and work hard to protect them. Please help us by allowing the ZEO to go forward.
Dixie M. & T. Wayne Meeks	We do agree that an overlay of the lake shore is needed to protect the development and beauty of our lakes.
Don and Anita Seitz	Since we are the ones paying taxes in this part of the county, we think it makes perfect sense for those of us living close or on the lake to be the people deciding this issue.
Donald G. Manly	Strongly favor the proposed ordinance with lake overlay.
Doug and Rhonda Gray	Existing property owners should have a voice in this decision. Allowing dense development, reduction of buffer areas, and/or high-rise structures will adversely affect not only our property values, but our enjoyment of this incredible setting. Please protect this beautiful mountain lake for generations to come.
Ed and Mary Ann Hatchkiss	This zoning is absolutely necessary
Ed Little	This valuable County asset needs to be protected NOW! This is a time for action, not fear or cowardice.



Ervin A. Brecka	We desperately need the Lake Overlay District for Lake Keowee.
Walter A. Dahl	Yes I support the AQD zoning proposal for limited height and density.
Eslier & Roger Joe Dickens	We are very concerned about preserving a natural appearance to our lakeshore, minimizing traffic buildup on the lake and roads and protecting the quality of the water. Therefore, we strongly urge you to enact ZEO and the Lake Overlay District to prevent the construction of unsightly high rises, high density tracts and the likelihood of polluting runoff unless sufficient setbacks are required.
James L. LaRue	This is the only kind of responsible zoning that will provide the protection needed for the largest economic engine in the county. Take a trip to Destin, FL if you want to see the long-term impact of irresponsible zoning - or lack thereof!
Everett P. Fuller	I fully agree that high density and high rise bldgs will forever change the total presence of our precious lakeshore environment for the economic benefit of a few greedy individuals. The short-sightedness of the proposed hi-rise/hi-density project is an unbelievable imposition on the lives and affairs of all who enjoy the unique beauty and serenity of outdoor activities in Oconee county. Once in place, forever changed and another special place lost to "progress"!
Ferd and Kathleen Kojis	Keowee Lake is not Myrtle Beach nor is it Miami Beach. High Rises over three stories belong on the ocean not an inland lake. To allow the building of multi-building high rises is not in conformity with the lake developments since the lake was first developed.
Frank and Barbara De Lorenzo	We want to protect our beautiful lake, view and land surrounding our home. Without zoning, we will end up with this massive eyesore down the road from us. The road is very dangerous as it is, and with this planned massive development with the extra traffic it will be an accident waiting to happen. As far as the lake is concerned, we have enough traffic on it. Dear Council, WHAT HAPPENED TO ZONING IN OUR AREA? DID YOU LET US DOWN AGAIN? WHY DISAPPOINT THE FOLKS LIVING IN OCONEE, FOR THE BIG COMPANIES WHO ARE OUT FOR THEMSELVES TO MAKE MONEY. THINK COUNCIL PEOPLE, PLEASE!!!
Fred and Mary Lee Molz	Please consider this a serious request for passage of the Zoning Enabling Ordinance and the Lake Overlay District. In the end we will all benefit (home owners, developers, local governments) by keeping lakes (Keowee and Jocassee) pristine, beautiful and relaxing. Maximum development is not desirable.
G. Todd Wilson	Zoning done well can both enhance our community and protect individual rights. We encourage you to do both with the ordinance.
Gary R. Owens	Council, NOW is the time to act to protect the lakes that we are privileged to enjoy. Waiting for passage of the ZEO is NOT taking responsibility for the county that you are in charge of protecting. Oconee County is far behind other responsible governments that have already established a basic form of zoning. The use of the fire districts and the lake overlay district are straight forward ways to enable zoning that does NOT infringe on the rights of others in the County to do what they want to do with their property. Please act NOW.
Philip L. Kowalski	Why would anyone want to completely ruin one of the last nice lakes in the Southeast just to satisfy outsiders' desire to make money?
Gary Williams	If we don't stop all the high density hotels and resorts Lake Keowee will end up like the Lake of The Ozarks: totally polluted and a septic tank of a lake, where you can't swim in the water and they allowed 2,000 room hotels with up to five stories to be built on the lake. Now everyone realizes their mistakes but its too late and the damage is done and can never be reversed. At Lake of the Ozarks on holiday weekends there are over 2000+ boats on the lake. No floating toilets and everyone pous and craps in the lake! We sure don't need more people on Lake Keowee. Most of the developers come in and build the project then sell it for a huge profit! They take thier \$\$\$ and leave the county and all the homeowners with all the problems! I moved here because of the beauty of the area and the people. With more developments like this we will lose the beauty of the lake and once its lost we will never get it back again. Be ever so carefu about what is looked at as "progress". We've lost and ruined so much of the world.
George & Patricia Lapchenko	We support the Zoning Enabling Ordinance (ZEO) and the Lake Overlay District
George W. Murphy	PLEASE, PLEASE, PLEASE. DO THE RIGHT THING!!!
Gerald B. Holzman	This community is in desperate need of zoning ordinances if it is to remain the wonderful environment that it currently provides.



Steven L. Christensen, MD.	I ask in no uncertain terms that you proceed with the Lake Overlay District to protect our lake from high density poorly planned developments which only benefit the developer's bank account. My wife and I have made a large investment in our retirement property and pay substantial sums of taxes which should not be ruined by your lack of action on zoning the lake.
Gerald S. Burgette	My wife and I moved here one year ago due to the aesthetics of the area and the clearness of Lake Keowee. Without zoning and a lake overlay, the very reasons we moved here are put to risk. I'm basically in favor of all the original overlays previously identified, particularly the Hwy 11 overlay. Some parts of Hwy 11 are atrocious and put a black eye on our area as visitors approach. If you want the local economy to improve, you have to clean up your act.
Glenn Oroteau	Not only lake overlay, but look at the billboard mess along the major highways. I urge the Council to take a trip to Lake Lanier or Lake Norman. Wait much longer and that's what Lake Keowee will resemble.
H. Leroy Draw	Please sign me up in support of the overlay to stop developers.
Harry and Dorothy Wertheimer	I am an Oconee County property owner, and I strongly support passage of the Oconee County Zoning Enabling Ordinance (ZEO) and the Lake Overlay District for Lakes Keowee and Jocassee. Please protect our valuable resources from inappropriate development that can forever change our quality of life!
Harry Homburg	We need zoning, lets get on with it.
Raymond Medbury	I am definitely for the ZEO and the Lake Overlay District. And so is my wife, Joan.
Hugh E. Baarden III	I purchased property in Oconee County and on Lake Keowee because of the scenic beauty and want to see it stay that way.
Isabel A. Millward	If an overlay district to protect the property around Lake Keowee is not established within the very near future, we face the horror of becoming another Lake Lanier or, even worse, another Myrtle Beach where ordinary citizens cannot enjoy their lives due to the crush of tourists. Does anyone in Oconee County REALLY want to live in a place that resembles the mad house that is Myrtle Beach???
J. Gary Savercool	The ZEO does not mandate zoning. It will provide one group of citizens, in the lake overlay district, the right to establish zoning only for their defined area. This right of self determination was God-given according to our forefathers and guaranteed in the Constitution's preamble. It is said that "The Lord helps those that help themselves". While we are trying to help ourselves, we need assistance to overcome the lack of thoughtful vision of the future exhibited by some individuals and particularly the Planning Commission. It's good to cherish and honor the past, but unless there are plans to protect the future, we will have nothing proud to look back on, as money from a few outside interests will dictate what our lake and mountains look like.
Jack & Darlene Saalwachter.	
James and Barbara Schoonover	I strongly support a county wide zoning law to protect all residents and we need to especially protect the beauty and natural environment of our lakes and streams. Keep the proposed 1,300 foot protected buffer around the lake.
Lynndi M. Geibert	High density housing will result in higher property taxes for all county residents. More water law enforcement will be needed as well as land law enforcement. Who will pay for new ladder and snorkel trucks and with a concentrated increase in population in a small area will a volunteer fire department still be able to handle the increases. I doubt it. We came from a similar lake situation and lived 20 miles from the lake. Our property taxes soared to \$8000.00 per yr. with reduced services. The lake water quality also suffered greatly. Property values decreased in time due to the over population and during boating season the lake was like the Los Angeles Freeway. Tread very lightly before you too loose what you have. Progress is fine but it should be controlled progress. You don't know what you've got until its gone.
James B Taylor	Zoning is inevitable. It makes sense to create it with input from the residents who are going to be affected, in positive and negative ways. Permitting high density/high rise construction will only cause the area to look like an Atlanta suburb.
James C. Cochran	It would be unconscionable for Council to fail to pass the ZEO without the Lake Overlay.
Jess M. and Susan I Deyan	Yes, sign myself and my wife up on the Petition
James Pees	I feel that it is extremely important that the Council acts now to pass and protect our property value.



Jan Hadley	
Jane Murphy	Yes, we do need zoning. Not only for newly purchased property, but also for existing ones. We should have city zoning and county zoning.
Janet Johnson	I am in favor of zoning around Lake Keowee to prevent high-rises and commercial developments.
Robert McIntyre	ML STOP IT!!
Janice Crosby	Don't ruin our lakes with overdevelopment that comes from too much density!
Janica Garcia	I am extremely opposed to high rise and high density development on the lake. We bought here for the beauty of the views and the cleanliness of the water. I hate to see that spoiled. In the long run, I think the county will suffer if this type of development is permitted.
Marva C. Sluder	We also need to ensure buffer zones for wildlife between developments and also green buffers to protect the lakes from runoff in subdivisions, highways, etc.
Jay Alexander	I support the zoning ordinance and the lake overlay district and will be glad to help anyway possible. The current lakefront property owners pay huge taxes to the county and we need political leadership and support for land use planning to retain the beauty of the area for residents and to continue to make it attractive to future residents.....not just a few greedy developers who will overbuild the area and create more infrastructure problems for the county and the tax payers of the county. I pay more tax to Pickens county on my undeveloped lot than I do on a 4300 ft2 house and 11 acres in Greenville County and request your support in protecting the area.
Jeff A. and Monica R Kates	I am an Oconee County property owner, and I strongly support passage of the Oconee County Zoning Enabling Ordinance (ZEO) and the Lake Overlay District for Lakes Keowee and Jocassee. Please protect our valuable resources from inappropriate development that can forever change our quality of life!
Jim and Ellen McCormick	We fully support ZEO and a lake overlay. Putting high density housing will destroy the clean water and natural feel that attracted us to put a retirement home on the lake in the first place. The fact this would come to be without due process is preposterous.
Joel Stoudenmire	My wife and I are very opposed to turning a beautiful pristine lake into Myrtle Beach!!
John & Lynn Williams	We believe overlays are necessary to preserve certain county resources that once destroyed by inappropriate development, that can never be reversed, will not be reclaimed for future generations.
John & Susan Harris	This is such an important issue. This beautiful county needs to be protected.
John and Joanna Donegan	We moved from Virginia, King George County in 2004. King George has had zoning since 1978. I was not easy to enact, but it was a definite plus in managing growth and development. In 2002 overlay districts were introduced to control highway setbacks, signs and specify foliage buffers. They were very successful. The lake overlay can easily precede other land use zoning and should be enacted as soon as possible.
John and Mildred Kivala	I am an Oconee County property owner, and I strongly support passage of the Oconee County Zoning Enabling Ordinance (ZEO) and the Lake Overlay District for Lakes Keowee and Jocassee. Please protect our valuable resources from inappropriate development that can forever change our quality of life!
John and Sally MacIsaac	We are for zoning and against any kind of high rise construction on Lake Keowee. What a wonderful resource, why allow it to be ruined by developers who's only interest is financial.
John Atwood	
John C. Lauri	I whole heartedly agree with the overlay on Lake Keowee to protect lake properties in three areas as follows: * Height limits height of any structure to 65 feet * Density-limits residential developments to 4 units per net acre * Buffer-requires a 25-foot vegetative buffer at the shoreline to control runoff while permitting an owner a view lane (including a walkway).
John M. Schreff	Lakes Keowee and Jocassee should not have any high density, high rise housing on waterfront properties. I strongly support passage of ZEO and the Lake Overlay District for both lakes. We do not want to look like Myrtle Beach in Oconee County!
Gary & Patti Cason	Opposition is because the quality of the lake will be so impaired. It has had the reputation of being a 'pristine' body of water, but this characteristic will be increasingly difficult to maintain with the overcrowding, increased sewage and water needs of overdevelopment.
Don Verrel	Please keep in mind the current beauty of the lake and let's keep it this way. Allowing high density development will not be a good thing for our lake—more boat traffic, pollution, etc...
Jon and Nancy Martin	Please protect our valuable resources from inappropriate development that can forever change our quality of life.



Joyce Brackett	We needed this a long time ago.
Judith Kellner	Dear Sirs, Please reconsider the overlay, without it we are sitting ducks for any developer. We need your help to protect our property! Judy Kellner
James & Marilyn Moss	We strongly support the zoning overlay
Jan V. Balcerzak	Dear Council Members: Please take action to protect lakes Keowee and Jocassee from over-development and exploitation for profit. These lake habitats are precious and need to be preserved for this and future generations. Please work to prevent these shorelines from becoming cluttered with high-density development and all that goes with it. Thanks very much for your consideration.
Kathleen S. Daniel	Our lot is actually in Pickens County but we are just at the Oconee County line. We are in Cedar Creek off of 133. But we are just as impacted by this decision.
Kathy Birkett	I oppose uncontrolled building in Oconee county. The current infrastructure is incapable of supporting uncontrolled growth. High rise buildings of any kind are contraindicated in our community.
Kathy Watts	Absolutely no high rise buildings, and limited development.
Kenneth J DeFazio	There is an old adage the fact cliché that is often quoted when mistakes regarding critical issues are made. There was no time to do it right, but there's time to do it over. That won't fly when decisions on zoning are required. There is no time or second chance to do it over. For once, County Council, please be proactive and do it right the first time. I for one am tired of reading headlines in the news paper on the miscues that have cost O.C. taxpayers dearly.
Kevin & Gloria Minton	Support for the zoning enabling ordinance (ZEO) & the lake overlay district
Kristie Burrows	The purchase of this property, on this specific lake and location, was in an effort to get away from the high density, commercial aspect of Lake Lanier. We have looked forward, for quite some time, to retiring to our new home. The thought that this beautiful lake and community could take on another look and feel altogether is quite distressing. Please do allow this. Myrtle Beach is Myrtle Beach, not Seneca or Walhalla. Thanks for your consideration.
Kristin Johannes	Our community needs zoning laws that will protect the area from inappropriate developments.
Larry Chatneuff	I have watched other areas where I have lived transform into over populated, polluted, traffic congested hell holes. I don't want to see the same thing happen to Lake Keowee.
Larry Agnew	We support ZEO & a lake overlay.
Larry Bowman	We have a chance to do the right thing, let's not let those who come later pay for our mistakes!
Larry Schrecongost	Zoning, is the future of the county, without zoning good development will go elsewhere.
Lawrence & Karen Thomas	The development of high rise, high density units is completely opposite of the reasons that I chose to buy and ultimately build in at Lake Keowee. Please stop the commercialization of our lakes!
Lee & Jane Gallaher	We are in favor of the zoning bill and hope it does pass. We are so fortunate to live in this beautiful part of the country and want to be sure it is preserved for generations to come.
Linn B Osterman	Please stop high rise development!
Viviane Bernstein	No highrise - lets keep the lake - clean - and there will be too much traffic on the small country roads -
Louis and Shery Watson	Please reason with what is best for our County and our citizens of Oconee County. Without these simple controls we have no control on our freedom of choice as to what ultimately happens around our homes and our neighbor's homes. Gentlemen you were elected by the people, not by Big moneyed developers and special interests who do not live here and do not care to see what kind of life we have created in Oconee county. Please not another Myrtle Beach, Lake Lanier or Lake Norman. You have the chance to do the right thing, be a Council with the Legacy of Vision to protect our Lake and the entire County.
Lyle Caswell	if you want to dilly dally around with the rest of the county that's their problem, however, the lakes and mountain area are the critical growth area for this county. With uncontrolled development, you can forget any future success here.
Marie and George Murphy	I am an Oconee County property owner, and I strongly support passage of the Oconee County Zoning Enabling Ordinance (ZEO) and the Lake Overlay District for Lakes Keowee and Jocassee. Please protect our valuable resources from inappropriate development that can forever change our quality of life!
Thomas J. Putman	I own property on lakes Hartwell and Keowee. I am strongly opposed to further commercial development that will negatively impact the beauty or the safety of our lakes.



Martha Sample	This county needs zoning now! Zoning should be permitted to be established in the areas around the lake especially so that the water will not be polluted. But also so that the enjoyment and value in the area is not ruined. I am very disappointed with the attitude of the planning committee. They seem very closed minded and slow in allowing the interested residents access to zoning. In many ways I have felt that the marketing and sales of the lake property was in the past falsely presented to buyers myself included. Some may be threatened with zoning, but I feel threatened by not having zoning. I came here to live in peace on a deadened road not to be on the pathway of a highly dense housing project which will be run as a business. It has been over two years. Got the zoning moving or at the very least protect the lake. Thank you for listening. Martha Sample
Marva Sluder	I am against any high-rise structures being allowed on Lake Keowee or Jocassee. WE DO NOT NEED THE MYRTLE BEACH RESORT APPEARANCE HERE!!! The Power Transmission Towers are ugly enough!!
Mary Ann Ricci	Do not let our paradise become a paradise lost.
Mary Ann Schrockengost	I strongly support passing zoning for Oconee County. Without it, how can we expect companies to locate here? Without new companies, how can we expect to replace the jobs that have been lost? Oconee County is fortunate to have schools that will attract new business. However, managers and owners of these new businesses want to be able to insure their employees that where they live will be protected by zoning laws.
Mary C. Abercrombie	No high rise development, please!!!!
Mary Ellen Leonard	It is very important to the future of Oconee County to adopt the preliminary zoning enabling ordinance and the Lake Overlay District. This preliminary approach to overall zoning makes absolute sense and does not negatively impact existing home and land owners. Not adopting such is what will negatively impact the County and residents in the near and long term future.
Mary Joan & Robert Stromberg	WE ARE IN TOTAL SUPPORT FOR THE ZONING ENABLING ORDINANCE (ZEO) & THE LAKE OVERLAY DISTRICT. THIS IS A CRITICAL ISSUE THAT NEEDS IMMEDIATE ACTION TO PRESERVE OUR LAKE AND PROTECT PROPERTY.
Max F. Stolberg	I have no use for money-hungry developers who want to erect high density high-rises on our lake shores. I do not want an 'in-land Myrtle Beach'.
Melanie Fink	We need to establish zoning to protect the lake area. Lake Keowee's growth has done tremendous things for our commerce and growth of Oconee County. If we want to continue to reap the rewards of a resort lake area then we need to protect it.
Michael and Susan Szumias	
Michael J. Paollia	I believe that zoning is critical to the future of our community.
Mike & Pam Hembree	We badly need the Zoning Enabling Ordinance and Lake Overlay District. Please get this in place as soon as possible.
Mr. & Mrs. Roger R. Moginley	Please move forward now on enacting the zoning ordinance as soon as possible. Our lake communities especially need zoning protection to prevent the onset of high density development. Oconee County needs planned growth now to protect the natural beauty of its lakes and mountains, and the quality of life for its residents, visitors, and future generations.
Myles and Jeannine Standish	We must maintain the beauty of Lake Keowee; it is a national treasure.
Nancy B. and Jonathan A. Young	We both strongly support the Zone Enabling Ordinance (ZEO) and Lake Overlay District. Please protect and preserve Lake Keowee now!!!
Nell J. and Shirley E. McIntosh	Zoning and good land use planning is much needed; we are in favor of a ZEO which includes overlay districts for lakes Keowee and Jocassee.
Kathryn Clarke	I am in favor of the proposed Lake Overlay District for Lakes Keowee and Jocassee. We need to protect our beautiful lakes and control the types of development so our children's children can enjoy this beautiful resource. We only have one chance to do it right!!
Nicholas D. Geiben	Lake overlay is a necessity to preserve the gorgeous area and quality of life that you have in this area. High density housing will bring over population to the lake. If you loose what you have you will never get it back. We came from an area that only could see 'short term' and now they are the highest taxed state in the nation with a dwindling population. You should take note from other areas mistakes.
Paul and Judith Douglas	Please recognize that the undersigned SUPPORT the implementation of the Zoning Overlay concept to protect not only Lakes Keowee and Jocassee, but also designated scenic areas such as Rt 11.



Eugene Marshall Burns III	I am totally for the Zoning Enabling Ordinance (ZEO) and the Lake Overlay District. Lake Keowee must keep out High Density Builders or this will forever change the complexion of the Lake.
Paula and Bob Marshall	There is so much traffic on Hwy 130 now. To much Lake traffic as it is, and there is a draught going on! Infrastructure can't handle what's going on now! This just does not make sense!!
Pete Scholovich	Please preserve the integrity of the Lake Keowee through responsible zoning. Poor decisions related to unregulated growth will result in an irreversible negative impact to this natural resource.
Peter Rogers	Any and all efforts to curtail / control development is needed.
Philippe & Valerie Guisotti	Please add our voices to your petition
Phyllis Sanderson	I am very disappointed in our "hee - haw" Oconee County officials. I hope I'm correct in believing that the County Council was voted into their positions by the voters of Oconee County and the Planning Commission seats are appointed. It is very disturbing for many residents in the county to watch our Oconee County Council and the Planning Commission drag their feet on the issue of the Oconee County Zoning Enabling Ordinance (ZEO) and the lake overlay district for lakes Keowee and Jocassee. If progress is not made in an urgent and orderly fashion we will be attending a funeral for the death of our beautiful "Golden Corner" with its lakes and mountains. If the Oconee County officials let this happen they will be the pallbearers at Oconee County's funeral. I beg all of you to protect the lakes by passing the Oconee County Zoning Ordinance (ZEO) and the lake overlay district for lakes Keowee and Jocassee. Please do not drag your feet on this issue! The undertaker is just waiting to start digging his big
R Peter Cooke	Essential to preserve the beauty and integrity of the area.
Ralph Allen	I support restrictions on height and density of developments around Lake Keowee and Jocassee.
Randall and Ann Collins	
Jerome Schmid	This Ordinance needs to be #1 on the CC agenda. A slow down will result in more uncontrolled development that will degrade the quality of our community. We don't need the taxes from huge developments if we never need the infrastructure to support them. Not only that, but developers never bear the total cost, and everyone's taxes increase to benefit very few.
Randall Lusk	Please don't allow Keowee become another Lanier, Murray, or Norman. Let's protect our lakes and the water in them. I've watched these lakes being built and developed, I've never liked seeing them abused. What is happening now scares me more than ever.
Richard & Elizabeth Becker	We object to having a high rise building on a rural dead end road where emergency vehicles won't be able to reach and people will not be able to leave in an emergency.
Richard & Evelyn Goldthwaite	I am an Oconee County property owner, and I strongly support passage of the Oconee County Zoning Enabling Ordinance (ZEO) and the Lake Overlay District for Lakes Keowee and Jocassee. Please protect our valuable resources from inappropriate development that can forever change our quality of life!
Richard and Claudia Hughes	We would like to sign the electronic petition.
Richard and Donna Hartford	Please take action to save the lake before it is too late. We are shocked at the changes in just the last four years with even single family development and boating traffic.
William A. and Dokores M. Shea	I am an Oconee County property owner, and I strongly support passage of the Oconee County Zoning Enabling Ordinance (ZEO) and the Lake Overlay District for Lakes Keowee and Jocassee. Please protect our valuable resources from inappropriate development that can forever change our quality of life!
Richard Bushey	It was a disappointment to read today's edition of the Daily Journal that indicated the zoning process for Oconee County has been slowed down. I believe that the overlay structure that was proposed is important to a reasonable zoning plan and urge the Council to move forward with this effort to control undesirable growth in the County.
Richard E. Innersheim	The Lake needs to be protected with all due haste.
Richard Ellison	Please reinstate the Lake Overlay District.
David Kutzer	we need zec!!!
Rick Black	There needs to be some strict zoning in order to protect the lake communities from the long term effects of having large high rise buildings that destroy the quality of these two lakes.



Rita Rao	Zoning does not mean that owners surrender property rights. Zoning suggests best usage for the community overall. Usually that is a good thing for property owners themselves. Thank you for considering all points of views as you determine Oconee County's future.
Robert & Sharon Hoelt	Please pass the Zoning Enabling Ordinance and the Keowee/Jocassee lake overlay district to preserve the pristine character of our beautiful Oconee county lakes.
Robert and JoAnne Royer	
Robert and Nancy Andrews	We want the county council to approve the ZEO and Lake Overlay proposals for the benefit of the people of the county.
Robert and Ruth Rappert	We moved here from Vero Beach Florida where we lived for 10 years. In those ten years, developers from all over the nation, in discovering this nice little beach town, moved in and denuded the land, with development after development springing up. A great number of those houses now stand vacant! But worse, Vero Beach is now an overcrowded city that has lost its lovely tropical nature. RESIST THE DEVELOPERS! THEY ARE IN THIS FOR THEIR POCKETBOOKS ONLY, and after squeezing all the 'blood' out here, will move on to other ventures of self-interest (Some Florida developers are HERE, NOW!) We hope that you will not be swayed by how much they claim that the county is supposed to benefit. PLEASE put preservation of the ambiance of OCONEE COUNTY as TOP PRIORITY, and listen to the voice of the PEOPLE who live here.
Robert B. Bisceglia	'STOP THE GROWTH IN THE COUNTY ON THE LAKE FROM HIGH RISE DEVELOPMENT'
Robert C Schmeelcke	'It is time for some zoning to be passed before all the land is used without any plan in place. We need to protect our values and our future.'
Robert Christopher Rouen	I paid a premium to live on Lake Keowee. I worked hard for many years to afford this. I will be very disappointed if County Council chooses to ignore the needs of people who purchased property for the very reason ZEO is trying to protect.
Robert Going, Jr.	No high rise buildings-- condos, apartments, etc.
Robert Michael Allen	Lake Keowee is a rare gem. Please protect our lakes from inappropriate development.
Robert S. Balcarzak	Members of Council: Please take action to protect our precious lakes from exploitation for profit. The lake habitats are fragile and need to be preserved for this and future generations to enjoy. Please work to prevent the shorelines from becoming cluttered with high-density development and all that goes with it. If that occurs then the lake habitats will be ruined for all. Thanks very much for your time.
Robert Skipp	The overlay district zoning set up is the only plan that makes practical sense in our very diverse area. The concerns of those people who live on or near the Lake Keowee are for the most part not the same as those who live miles from the Lake. Imposition of Lake Zoning requirements may, in some cases, not make sense to those far from the Lake.
Roger and Marilyn Schulz	
Ronald and Joanne Stark	We are presently building on our property and expect to locate there yet this year. Establishment of a Lake Overlay District for lakes Keowee and Jocassee seems to us to be a 'no-brainer'. We have something special and unique in this resource and need to protect it from development driven only by an unrestrained profit motive. Council has an opportunity to reap public praise by considering those living in this area as opposed to unconcerned commercial developers.
Ronald and Stephanie Spurling	This MUST be passed to save the lake communities from lost income and decreasing property values. Future election results will be affected by inaction on this major issue.
Ronald H. Ninneman	The failure to impose zoning is inexcusable and the removal of the lake overlays could only be construed as another failure of Oconee County government.
Rosemary Padilla	I am in strong favor of zoning Lake Keowee. Please pass the ZEO and Lake Overlay District.
Michael J Mowrey	Please protect the Keowee lake properties from high-density, high-rise developments.
Sam and Jingle Robinson	This protects everyone. Thank you.
Sandie Fisher	Please protect our Lake, let it still remain the best kept secret in the South.
Sarah and Lyman David Holzer	To whom it may concern: We are Oconee County property owners, and we strongly support passage of the Oconee County Zoning Enabling Ordinance and the Lake Overlay District for Lakes Keowee and Jocassee.
It & Mary Cumming	We are strongly opposing any structure that exceeds 65 feet or poses a threat to the natural beauty of this area.
Steve MacLeod	Please protect my investment by enacting ZEO and the lake overlay.



Jim and Barbara Farrell	I strongly support passage of the Oconee County Zoning Enabling Ordinance (ZEO) and the Lake Overlay District for Lakes Keowee and Jocassee.
Steven & Ronette Askew	I urge the adoption of ZONING ENABLING ORDINANCE (ZEO) & THE LAKE OVERLAY DISTRICT. This ordinance addresses the major concerns of density, height, and protective buffer zones.
Steven D. & Patricia L. Knight	
Patricia Kalko	We live 250 yards from the proposed site of Monte Lago. I feel that this type of development is forever detrimental to the health and enjoyment of Lake Keowee by all who will live here.
Stuart Lahr	Please protect our lake by passing ZEO Ordinance
Sue Sabin	I would like to see Lake Keowee protected from high density building that would put the environment at risk.
Susan and Henry Watson	Please enact the Zoning Enabling Ordinance and the Lake Overlay District for Lakes Jocassee and Keowee. Don't let developers turn our pristine lakes into an overcrowded polluted area like some of the nearby lake areas. Also, high density development will greatly increase the traffic in the area, which is already becoming congested. In addition, it will put strain on our water supplies and sewer capacity. Please take some action before it is too late.
Susan and Woody Hilscher	We believe that in order to continue to preserve the integrity of Lake Jocassee and Lake Keowee it is imperative to pass ZEO. We do understand for the long term sustained growth of Oconee County prospective commercial properties, not located on these Lakes, need to be zoned appropriately to entice outside commercial firms to consider locating here.
Susan Brown	The time to act is NOW ... it's already much later than we think.
Susan Diersing	Support for the zoning enabling ordinance and the Lake Overlay District
Susan J McKay	We need to keep high rises off of Lake Keowee to preserve it's natural beauty.
Terry Koaric	I believe prompt zoning is critical and overlays should be included for the lakes, hwy 11 and 85 corridors. I also believe that minimum 50' buffers should be required on the lake with min. 80' setbacks.
Richard Heller	Zoning is critical to continued growth of the county. We only get one chance to get this right, tomorrow is too late!!! Please act today!!!
Thomas and Nancy Smoler	Please support the zoning enabling ordinance and the lake overlay district. We want height limits, density limits, and buffers. We seriously need these protections. Please do not be myopic and shortsighted. We need to be stewards of Oconee, and if you don't support the zoning enabling ordinance and the lake overlay district, you're setting up Oconee with prime pickings for vultures. Thank you.
Thomas E. Studer	We are for ZEO to prevent our local lakes from becoming over-run with developers and high Density, High Rise developments.
Thomas Kennedy	We need this ordinance to protect us from unscrupulous developers who have no regard for the future of this area or its residents.
J. A. Dudley	It is critical for the Oconee Council to take immediate action regarding this zoning/land usage issue. We must have such an Ordinance now. With the ongoing tremendous growth in our area, we cannot wait any longer. Please put this issue on a super fast track and take some positive and concrete action.
Tim Murphy	The controlled residential development use on the lake with the current ZEO in place is reasonable. Leave it in place to protect the continued 'normal' development of our shorelines with out large commercial-looking structures and over-occupancy of any given lot.
Sam and Joyce Shirey	We strongly support the passage of the zoning enabling ord. and lake Keowee overlay
Tom and Marilyn Flaherty	I am an Oconee County property owner, and I strongly support passage of the Oconee County Zoning Enabling Ordinance (ZEO) and the Lake Overlay District for Lakes Keowee and Jocassee. Please protect our valuable resources from inappropriate development that can forever change our quality of life!
Tom Fuss	Zoning is critical for the orderly development of our county. The lake overlay only impacts the folks that live in close proximity to the lake and is very important to the long term health and beauty of our lake. There are many examples of uncontrolled development at other lakes that do the negative. Please support zoning, the lake overlay and ZEO Thank you Tom Fuss
Tony Denny	Thank you for your education and leadership on this. I understand the issue. Please e-mail us and let us know how we can reach you and support you.
Vicki Nguyen	Please do not destroy the natural beauty of lake Keowee and Jocassee.



Virginia L. Bertram	County Council has HISTORIC chance to preserve Oconee County for everybody's grandkids & future generations!! The lakes can not speak for themselves, so we must work together to preserve their beauty and keep them environmentally healthy. Every citizen has the right to protect their environment.
Jinia R. Murdock	Come into the 21st century!
Walker Calderwood	I strongly support this ordinance.
William & Marcia Banholzer	We are very much in favor of zoning.
James W. Mouw	We need zoning.
William A. Findlay	We do not need or want those large buildings on the lake or near it.
William A. Giister	We want to protect the natural beauty of Lake Keowee
Sharon E and Scott H Muse	We believe that zoning is very important to protect the quality of life on the lake.
William B Chastain	I own property at several locations and feel that allowing the kind of development would cause the loss of life as we know it today. If you want this kind of housing then move to Myrtle Beach.
Thomas H. Witmer	Please protect our legacy as a great place to live and an attraction for visitors. Please don't allow over-development to ruin the best of Lake Keowee for all residents.
William Kospiak	The most important reason I chose to live in this area – and on Lake Keowee in particular – was because of the uncluttered shoreline and lack of high-density housing around the lake. Surely development will continue, but we MUST have some control over the rate of growth and the types of buildings that may be allowed around the lake. Zoning is our only safeguard against unchecked development. Keowee could easily turn into just another over-built, spoiled mess of a lake if we do not act NOW! This is a precious and practically unique resource for our community. Protect it at all costs!
William L. Abercrombie	Please do not let them develop high rises.
William R. Jacobs	To allow Mr. Masick and others like him to have their way will lead to lake Oconee being filled with timeshares in the very near future
William R. O. Bertram	It has come to my attention that the planning commissioners have taken out the overlay districts that are designed to protect Oconee County for future generations. County Council has rare opportunity to preserve the county for future generations. It is imperative that the lakes be protected right away. This can not be put on the back burner. At the very least, the lake overlay must be enacted immediately. Thank you for your prompt action. I know our grandkids will thank you also!!
Mrs. Caren von Hippel & Mr. Bill Walker	We are against ALL development on Lake Keowee that is not one family residential buildings.
Tom, Lulu, Maggie Smolen	We would like to file our comments in favor of the Zoning Enabling Ordinance and lake overlay, since we are working and unable to attend the April 15 th meeting at 5 pm.
Nancy Smolen	We believe those zoning laws are imperative, in order to preserve the natural beauty of Oconee County for generations to come.
Nancy and George Robinson	We are in favor of the petition for zoning in Oconee county.
Carlos D. Luria	My family and I strongly endorse the proposed zoning ordinance. The argument that such zoning 'only benefits the rich' is wrong, and in fact it is the lack of zoning that most severely impacts those of us of only moderate means. Uncontrolled and unregulated growth places more and more demands upon the County for roads and services we all pay for with our taxes. Streets already clogged will have to be torn up to install larger drains and wiring; water supplies, already strained, will be challenged even further. Area-wide, prices for food and services will rise as the newcomers (mostly wealthy) demand larger and more attractive stores, offering a greater variety of goods. Just think back to what the cost of living was in this area, 25 years ago, and compare it to what it is today. Some of the increase is due to inflation, and some to the falling value of the dollar, but much of it is due to the surge of wealthy 'second homers' and retirees.
William and Karen Wilkinson	We are Oconee County property owners, and strongly support passage of the Oconee County Zoning Enabling Ordinance (ZEO) and the Lake Overlay District for Lakes Keowee and Jocassee
and Penelope Nichol	We wish to sign the petition. We are property owners, and wish to strongly support passage of the Oconee County Zoning Enabling Ordinance (ZEO).
Sandra Hanson	This correspondence is to reconfirm that I am totally and firmly committed in my support of the ZONING ENABLING ORDINANCE (ZEO) and the Lake Overlay!



William Hanson	I am committed to support the ZONING ENABLING ORDINANCE (ZEO) with Lake Overlay. I recognize this is not about controlling the property rights of each country resident. Rather, it is to preserve both lake Keowee for residents, and keeping Oconee county, Oconee. If buildings or other structures block the mountain and forest views of our county, our children will never see it as beautiful as we see it today. Nor will they be able to swim and fish in the lake we have now.
Steven and Patricia Knight	We are in favor of the ZEO WITH the lake overlay district.
Judy Harhai	Though we reside in Pickens County, the passage of the Oconee County Zoning Ordinance is critical to all who enjoy the Keowee/Jocassee area. Increased development will happen, and I believe that development be a very positive thing for Oconee and Pickens County. But let's provide for responsible development by protecting the one unique resource we all share--- our lake.



DRAFT ZONING ENABLING ORDINANCE

**WITH RECOMMENDED CHANGES BY
COUNTY ATTORNEY**

**Note: For ease of reference, the document has been divided
into 3 sections.**

Part I- Contains basic legal requirements of ordinance (reviewed and recommended by County Attorney), definitions, a list of proposed Planning Districts for citizen-initiated zoning action, a reserved section for the citizen initiation process, and general regulations (with recommended clarification on non-conforming uses)

Part II- Contains draft zoning district definitions and intent- no changes from version given first reading by County Council

Part III- Contains proposed overlay districts- no changes from version given first reading by County Council (note: Planning Commission recommended changing boundary of Lake Overlay on Lakes Keowee and Jocassee from 1,300' from full pond contour)

Oconee County Council
Zoning Enabling Ordinance
ORDINANCE 2007-18

PART I

Article I. Purpose and Authority

Section 1.01 Purpose -The zoning regulations and districts as set forth in this ordinance have been made in accordance with the Oconee County Comprehensive Plan. These regulations are designed to lessen traffic congestion, to protect public safety, to promote the health and general welfare of the citizens of Oconee County, to provide adequate light and air, to prevent overcrowding of land, to avoid undue concentration of population, and to facilitate the adequate provisions of transportation, water, sewerage, schools, parks, and other public requirements. These regulations have been made with reasonable consideration of the character of each community and reflect concern for protecting the property and lifestyles of all Oconee County citizens.

Section 1.02 Authority -The provisions of this ordinance are adopted under authority of the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, S.C. Code Title 6, and Chapter 29.

Section 1.03 Jurisdiction - The regulations set forth in this ordinance shall be applicable within the unincorporated areas of Oconee County.

Section 1.04 Conflicting Regulations - In the event that a regulation in this ordinance conflicts with any other county regulation or zoning districts, the more stringent standard shall apply.

Section 1.05 Official Zoning Map - The boundary of the unincorporated areas of Oconee County and all adopted zoning districts are shown on a map entitled "Official Zoning Map, Oconee County, South Carolina," which is hereby adopted and declared to be part of this ordinance.

- (1) **Amendments** - Amendments to the Official Zoning Map shall be made as necessary by the Oconee County Council, in accordance with the procedures outlined in this ordinance and according to § 6-29-760 of the State of South Carolina Code of Laws; the map shall at all times portray the current status of the zoning district boundaries.
- (2) **Custodian Map** - A reproducible copy of the Official Zoning Map shall be kept in the office of the Oconee County Zoning Administrator and copies shall be made available for inspection by the public.

Section 1.06 Interpretation of District Boundaries – When uncertainty exists with respect to the boundaries of a zoning district, as shown on the Official Zoning Map, the following rules shall apply:

- (1) **Delineation** – Zoning district boundary lines are intended to follow the centerline of roadways, streams or other water channels, and follow platted lot or other property lines. In the absence of visual district boundaries or specified distances on the Official Zoning Map, dimensions or distances shall be determined by the scale on the Official Zoning Map.
- (2) **Interpretation** – In the event that the Zoning Administrator is unable to make a decision regarding the exact boundary on the Official Zoning Map, the Board of Zoning Appeals shall interpret the district's boundary.

Section 1.07 Severability – If, for any reason, one or more sections, sentences, clauses, or parts of this Ordinance are held unconstitutional or invalid, such decision shall not affect, impair, or invalidate the remaining provisions of this Ordinance and they shall remain in full force and effect.

Section 1.08 Exemptions (grandfathering) – Any lawfully existing land use or structure that is present at the time zoning regulations are adopted and/or amended by County Council, the property that is considered to be non-conforming shall be exempt from these regulations until such time that the intensity of use changes or the use on the property ceases.

Section 1.09 Effective Date of Ordinance – This ordinance shall take effect upon final adoption by County Council.

Section 1.10 Consideration by County Council – After the Planning Commission has sent a recommendation forward to County Council regarding an amendment to this ordinance or the zoning map, council shall consider the amendment within thirty days.

- (1) **Public Hearing**- No amendment to the zoning ordinance or map shall be considered for third and final reading until after public notice and hearing by County Council. All interested parties shall be heard at the public hearing.
- (2) **Notice of Hearing**- Notice of public hearing shall be published in a newspaper of general circulation at least 15 days prior to hearing. The notice shall carry an appropriate descriptive title and shall state the time, date, and place of the hearing.
- (3) **Action by Council**- After conducting a duly advertised public hearing, county council shall consider all information presented at the hearing, staff review, and the recommendation received from the Oconee County Planning Commission, prior to making their decision.
- (4) **Reconsideration of request for Amendment**- When County Council shall have denied a request for an amendment to this ordinance, it shall not consider the same or a less restrictive reclassification for an amendment affecting the same property until one year from the date of the date of the previous ordinance. A more restrictive classification is not subject to the one year period.
- (5) **Effective date of change**- Any ordinance affecting a change in the text of the zoning ordinance or zoning maps shall become effective upon final adoption by Council.

Section 1.11 **Special Exceptions and Variances From Regulations**

- (1) The Oconee County Board of Zoning Appeals shall hear all appeals, variances, and special exceptions from these regulations, in accordance with the Code of Laws of South Carolina, Title 6, Chapter 29 and the adopted bylaws of the Board.
- (2) The Board shall hear and decide appeals where there is an alleged error in any order, decisions made by the Zoning Administrator or designated staff.
- (3) The Board shall hear and decide all appeals for variances and special exceptions to this ordinance.

Section 1.12 **Penalties** - Any person or entity violating the regulations set forth in this section is guilty of a misdemeanor and may be fined up to five hundred (\$500.00) dollars or imprisoned for thirty (30) days or both.

Article II. Terms and Definitions

Section 2.01 **Rules of Construction and Interpretation of Terms** - The following rules shall govern the interpretation of words and phrases used in this chapter:

- (1) **Customary meanings of words** - The words and phrases used in this chapter shall have their customary meanings except for specific words and phrases.
- (2) **Tense** - The present tense includes the future tense.
- (3) **Number** - The singular number includes the plural number, and the plural number includes the singular number.
- (4) **Person** - The word "person" includes a firm, association, partnership, trust, company, corporation or any other entity usually defined in legal usage as a person.
- (5) **Shall and may** - The word "shall" is mandatory; the word "may" is permissive.
- (6) **Used and occupied** - The word "used" or "occupied" include the words "intended, designed or arranged to be used or occupied."
- (7) **Interpretation of types of districts or zones** - Types of districts or zone in which particular regulations are applied.
- (8) **"Contiguous" as applied to lots** - The word "contiguous" shall be interpreted as meaning: sharing a common lot boundary at any point, and not separated by an intervening public street or alley.
- (9) **"Contiguous" as applied to planning districts or zoning classifications** - The word "contiguous" shall be interpreted as meaning: sharing a common boundary at any point, disregarding any intervening public street or alley.
- (10) **"On the premises of"** - The phrase "on the premises of" as applied to accessory uses or structures shall be interpreted to mean: on the same lot or on a contiguous lot in the same ownership.

Section 2.02 **Definitions** - Except where specifically defined herein, all words used in this Ordinance shall carry their customary meanings. Words used in the present tense include the future tense; the singular number includes the plural. The word shall is mandatory, not directory.

- (1) **Abandoned Sign** – a sign which is not being maintained as required by SC Code of Laws 57-25-110, or which is overgrown by trees or other vegetation not on the road right-of-way, or which has an obsolete advertising message or no advertising message for a period of six months. Any public service signage shall not be considered abandoned under this definition.
- (2) **Buffer** – a portion of property designated to mitigate impacts between land uses or transportation routes, or to protect water features from pollutants.
- (3) **Buffer, Undisturbed Natural** – an area consisting of an undisturbed, maintenance-free, self-perpetuating stand of vegetation comprised of indigenous shrubs, flowers, wild grasses, and trees.
- (4) **Buffer, Natural Vegetative** – plants, trees, and vegetation that normally survive in Oconee County without the need of fertilizers, herbicides, or pesticides.
- (5) **Building Height** – the vertical distance from grade plane to the average height of the highest roof. See the International Building Code.
- (6) **Conditional Use(s)** - Provisions that impose conditions, restrictions, or limitations on a permitted use that are in addition to the restrictions applicable to all land in the zoning district which have been set forth in the text of the zoning ordinance.
- (7) **Current Land Use Map**– A non-regulatory map that graphically represents the existing land use, by parcel, throughout the county.
- (8) **Density, gross** – the total number of dwelling units proposed on a property per acre.

$$\text{Gross Density} = \frac{\text{Proposed number of dwelling units}}{\text{The total acreage}}$$

- (9) **Density, net** – the total number of dwelling units proposed on a property per acre.

$$\text{Net Density} = \frac{\text{Proposed number of dwelling units}}{(\text{The total acreage} - \text{roads and right-of-ways})}$$

- (10) **District, Zoning**– a specifically delineated area in a Planning District, shown on the Official Zoning Map, within which uniform regulations and requirements govern the use, placement, spacing, and size of land and buildings.
- (11) **Future Land Use Map (FLUM)** – A non-regulatory map that graphically represents what the citizens would like to see the county look like in the future; bringing together the goals expressed in all of the elements of the Comprehensive Plan.
- (12) **Grade** – the percent of rise or descent of a sloping surface; the average elevation of a specified area of land.

- (13) **Intensity of Use**- A measure of the extent to which a land parcel is developed,
- (14) **Nonconforming Lot** - A lot of record at the time of this Ordinance which does not meet the requirements for area and/or width applicable in the district in which such lot is located.
- (15) **Nonconforming Structure** - A structure which existed lawfully on the date this Zoning Ordinance became effective or the effective date of any amendments and does not conform to the permitted uses for the zoning district in which it is situated. Nonconforming uses are incompatible with permitted uses in the districts involved. Such nonconformities are permitted to continue until they are removed or vacated.
- (16) **Nonconforming Use** - A use that lawfully occupied a building or land at the time this Ordinance became effective, which has been lawfully continued and which does not now conform to the use regulations,
- (17) **Permitted Uses** - Those uses explicitly stated as permitted in the definition of a particular zoning district or any use that clearly meets the definition and intent of the zoning district in question.
- (18) **Planning District Advisory Committee** - A committee appointed by County Council from within a Planning Area considering zoning. This committee will, among other activities, create a proposed zoning map to be considered as an amendment to the existing zoning ordinance.
- (19) **Planning District** - Various planning areas modeled on the approximate Oconee County Fire Districts; although the Planning Areas are based upon the Fire District boundaries, no link between the two exists, and either may be amended without impacting the boundaries of the other.
- (20) **Setback** - the distance between the building / structure and any lot line.
- (21) **Special Exception** - A Special Exception use is one which is not permitted by right, but which may be permitted after a public hearing by the Board of Zoning Appeals and all conditions stated in this ordinance are met. The Zoning Ordinance lists, by zoning district, those uses that may be allowed by right or by Special Exception. Uses that are included or fit the intent of these lists will be considered in each zoning district.
- (22) **Spot Zoning** - Rezoning of a lot or parcel of land to benefit an owner for a use incompatible with surrounding land uses and that does not further the comprehensive plan.
- (23) **Variance** - A variance is a waiver of the dimensional terms of the Zoning Ordinance where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of actions of the applicant, a literal enforcement of the Ordinance would result in unnecessary and undue hardship, and does not involve a change in the use of the property.

- (24) **Viewshed** - an area of land, water, and / or other environmental elements that are visible from a fixed vantage point (or series of points along a linear transportation facility).
- (25) **Yard** - an open space that lies between the principal building or buildings and the nearest lot line. The minimum required yard as set forth in the ordinance is unoccupied and unobstructed from the ground upward, except as may be expressly permitted.
- (26) **Zoning Map, Official** - the official map or maps that are adopted as part of the zoning ordinance and delineate the boundaries of Planning Districts and the boundaries of zoning classifications.

Article III. Planning Districts for Citizen-Initiated Zoning

- | | |
|---------------------------|------------|
| 1. Oakway- | [RESERVED] |
| 2. Salem- | [RESERVED] |
| 3. Corinth-Shiloh- | [RESERVED] |
| 4. Mountain Rest- | [RESERVED] |
| 5. Walhalla- | [RESERVED] |
| 6. Westminster- | [RESERVED] |
| 7. Seneca- | [RESERVED] |
| 8. Fair Play- | [RESERVED] |
| 9. Long Creek- | [RESERVED] |
| 10. Cleveland- | [RESERVED] |
| 11. Keowee-Ebenezer- | [RESERVED] |
| 12. Friendship- | [RESERVED] |
| 13. Cross Roads- | [RESERVED] |
| 14. Picket Post-Camp Oak- | [RESERVED] |
| 15. South Union- | [RESERVED] |
| 16. West Union- | [RESERVED] |
| 17. Keowee- | [RESERVED] |

Article IV. Citizen Initiated Process to Amend Zoning Map

[RESERVED]

Article V. Regulations

Section 5.01 General Prohibition-

1. No building or structure, no use of any building, structure, or land, and no lot of record which did not now or hereafter exist on the effective date of these regulations shall be created, established, altered, moved, diminished, divided, eliminated, or maintained in any manner except in conformity with the provisions of this ordinance.

2. No use of land or buildings shall be allowed except in conformance with the provisions of these regulations.

Section 5.02 Non-conforming Uses

1. Any usage of a parcel or structure lawful at the time these regulations become effective shall be allowed to continue as a non-conforming usage.

2. Any non-conforming use discontinued or abandoned for a period of six (6) months or more shall void any exemption as a non-conformity, and shall conform to all provisions of these regulations. However, suspension of a use for longer than six (6) months solely as a result of fire, flood, wind, explosion, or other calamity or Act of God; catastrophic illness or injury; or the exercise of eminent domain or other governmental act (other than that which results from criminal activity proven by a court of competent jurisdiction) shall not constitute discontinuance or abandonment.

3. In the event an alteration is proposed for any nonconforming structure, the following standards shall apply:

A. The altering, expanding, changing, rebuilding, or resuming of a nonconformity shall be subject to review and permitting under provisions for conditional usage established in this ordinance.

B. If a nonconforming building or structure is reused or reoccupied without alteration, or an abandoned use is resumed within six (6) months, no permit is required under this ordinance, provided, the nature and degree of the nonconformity will not be changed or increased from that which existed before the nonconformity became unused, unoccupied, or abandoned.

C. An expansion of a non-conforming structure that is a non-conformity solely due to dimensional setbacks shall be permitted, provided the dimensional nonconformity will not be increased.

For the purposes of this section, the terms "altering", "expanding" and "changing" shall be strictly construed. "Rebuilding" shall mean the rebuilding, reconstruction, or restoration of any nonconforming building or structure which was damaged or partially destroyed by fire, flood, wind, explosion, or other calamity or Act of God; catastrophic illness or injury; or the exercise of eminent domain or other governmental act (other than that which results from criminal activity proven by a court of competent jurisdiction). "Resuming" shall mean the reusing or reoccupying of a nonconforming building or structure which was unused or

unoccupied for a continuous period, or the resuming of a nonconforming use which was abandoned for a continuous period.

Section 5.03. Interpretation of Districts- All proposed uses fitting the definition and intent of the zoning district for a given parcel shall be considered permitted unless subject to other requirements established by these regulations. In the event the Zoning Administrator is unable to make a reasonable determination about whether the proposed use fits the definition and intent of the zoning district, the matter shall be referred to the Oconee County Board of Zoning Appeals.

PART II

Zoning Districts and Regulations

Article VI. Un-zoned District – The usage of parcels within areas designated as un-zoned shall not be specified by this ordinance; however, said usage shall comply with all adopted performance standards, overlay districts, or any other applicable ordinance of Oconee County.

Article VII. Traditional Rural Districts

Title: Traditional Rural District

Definition: Parcels located in areas with little or no commercial, industrial, or other significant development; residential development is primarily limited to single-family dwellings. Public infrastructure is limited.

Intent: This district is meant to provide for a continuation of traditional lifestyles in sparsely populated areas with low intensity development; and to preserve the character of more remote rural areas. Additionally residents of Traditional Rural areas typically have access to fewer public conveniences than more urban areas, but retain greater freedom in the manner in which they use their land.

Standards: [RESERVED]

Article VIII. Conservation Districts

Title: Conservation

Definition: Those areas designated for preservation and protection.

Intent: This district is intended to protect and promote the continuation of Oconee's natural resources.

Standards: [RESERVED]

Article IX. Agriculture Districts

Title: Agriculture

Definition: Those areas in which rural lifestyles have traditionally been and continue to be intertwined with agricultural activity and production which has a significant economic impact to the area and Oconee County.

Intent – Agricultural districts are intended for the protection of farm land in Oconee County while ensuring sufficient residential and commercial development opportunities exist to serve the needs of citizens living in those areas.

Standards: [RESERVED]

Article X. Residential Districts

Title: Single Family Residential

Definition: Those areas where the primary land is single family residential.

Intent: This district is intended to provide for residential single family development in the county and for those related uses that are normally associated with residential communities. Those uses that may generate negative secondary effects impacting life shall be discouraged.

Standards: [RESERVED]

Article XI. Multi-family Districts

Title: Multi-family

Definition: Those areas that have sufficient infrastructure for the appropriate development of all types of housing. Generally, these areas are close to educational facilities or city services, public transportation, and access to employment opportunities.

Intent: The intent of this district is to provide for all housing types. Medium to high density housing shall be allowed by right. These areas shall have access to water and sewage services.

Standards: [RESERVED]

Article XII. Commercial Districts

Title: Commercial

Definition: Those areas well suited to supporting commercial activity.

Intent: This district is intended to protect and promote the development of commercial and business establishments.

Standards: [RESERVED]

Article XIII. Industrial Districts

Title: Industrial

Definition: Those areas suited for light and/or heavy industries.

Intent: The intent of this district is to provide for the industrial and commercial needs of Oconee County while protecting other uses from potential negative impacts associated with such activities.

Standards: [RESERVED]

PART III

OVERLAY DISTRICTS AND CLASSIFICATIONS

Article XIV. Employment Opportunity Overlay

Title: Employment Opportunity Overlay District

Definition: The Employment Opportunity Overlay is not intended to be a separate zoning district, but shall be assigned to those areas County Council has determined to be essential to the future economic prosperity and general well being of all Oconee citizens.

Intent: The Overlay is intended to promote development that reflects the best building and site design practices in a manner that will maintain the greatest marketability of the area over time.

Boundary: The boundaries of the Employment Opportunity Overlay are shown on the Official Oconee County Zoning Map, and are divided into the following sub-districts:

- a. Interstate 85 Employment Opportunity Overlay
- b. [RESERVED]

Standards:

a. Interstate 85 Employment Opportunity Overlay-

- 1. Residential Development: No residential development shall have a gross density greater than 1 dwelling unit per 5 acres.
- 2. Signage: All signage shall be ground mounted.
- 3. Lighting [RESERVED]
- 4. Landscape Design [RESERVED]
- 5. Buffering [RESERVED]
- 6. Parking [RESERVED]

Article XV. Scenic Highway Overlay

Title: Scenic Highway Overlay District

Definition: The Scenic Highway Overlay is not intended to be a separate zoning district, but shall be assigned to areas lying along picturesque highways County Council deems to be of significant value to the citizens of Oconee County, and therefore deserving of standards designed to protect natural beauty, and to promote the acquisition and maintenance of the scenic highway designation.

Intent: The intent of the overlay district is to promote development harmonious with the given environment along roads with scenic vistas and pristine landscapes, assets that are an increasingly important part of the area's economic prosperity and general well being.

Boundary: The boundaries of the Scenic Highway Overlay are shown on the Official Oconee County Zoning Map, and are divided into the following sub-districts:

- a. South Carolina Highway 11 (Cherokee Foothills Scenic Highway)
- b. South Carolina Highway 107 (Oscar Wigginton Memorial Scenic Byway)

Standards:

South Carolina Highway 11 (Cherokee Foothills Scenic Highway) Overlay-

The following standards shall apply for all areas within a distance of 500 feet of South Carolina Highway 11, measured perpendicularly from the centerline of the road:

- | | |
|---------------------|------------|
| 1. Signage | [RESERVED] |
| 2. Lighting | [RESERVED] |
| 3. Landscape Design | [RESERVED] |
| 4. Buffering | [RESERVED] |
| 5. Parking | [RESERVED] |

South Carolina Highway 107 (Oscar Wigginton Memorial Scenic Byway) Overlay-

The following standards shall apply for all areas within a distance of 500 feet of South Carolina Highway 107, measured perpendicularly from the centerline of the road:

- | | |
|---------------------|------------|
| 1. Signage | [RESERVED] |
| 2. Lighting | [RESERVED] |
| 3. Landscape Design | [RESERVED] |
| 4. Buffering | [RESERVED] |
| 5. Parking | [RESERVED] |

Article XVI. Lake Overlay

Title: Lake Overlay District

Definition: The Lake Overlay is not intended to be a separate zoning district, but shall be assigned to the shoreline areas of Oconee County lakes that are considered by County Council to be vital to the economic prosperity and general well being of all county citizens.

Intent: This overlay is intended to protect water quality, maintain natural beauty, and limit secondary impacts of new development that may negatively affect the lifestyles of those living near the lakeshore.

Boundary: The boundaries of the Lake Overlay District are shown on the Official Oconee County Zoning Map, and are divided into the following sub-districts:

- a. Keowee/Jocassee Overlay (Lakes Keowee and Jocassee)
- b. Seneca River Overlay (Lake Hartwell)
- c. Tugalo River Overlay (Lake Hartwell)

Standards:

a. Keowee/ Jocassee Overlay (Lakes Keowee and Jocassee)-

The following standards shall apply within thirteen hundred (1,300) feet of the full pond contour of Lake Keowee and Lake Jocassee, to be measured along a perpendicular line from the full-pond contour:

1. No single-family or multi-family development shall have a net density greater than 4 dwelling units per acre.
2. No structure constructed in the overlay shall have a building height (to be measured in accordance with adopted building codes) greater than 65 feet above finished grade. In no circumstance shall the grade elevation be altered beyond that necessary to provide for structural soundness.
3. A natural vegetative buffer shall be established on all parcels for which any county-issued permit is issued, to be inspected as part of the initial inspection typically performed by County personnel. The buffer shall extend to a depth of twenty-five (25) feet measured along a perpendicular line from the full-pond contour, and shall meet all standards established for natural buffers contained in the Subdivision Regulations Chapter of the Unified Performance Standards, as amended.

b. Seneca River Overlay (Lake Hartwell)

[RESERVED]

c. Tugaloo River Overlay (Lake Hartwell)

[RESERVED]

**George Blanchard, Chair
Oconee County Council**

Attest:

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

1st Reading: September 18, 2007
2nd Reading:
Public Hearing: April 15, 2008
3rd Reading:

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2008-05

**AN ORDINANCE AMENDING ORDINANCE 2004 - 25 AN ORDINANCE
ADOPTING THE OCONEE COUNTY COMPREHENSIVE PLAN.**

WHEREAS, Oconee County has previously adopted the Oconee County
Comprehensive Plan in Ordinance 2004-25, and

WHEREAS, Oconee County wishes to amend the Comprehensive Plan to include
the Future Land Use Map, and

NOW, THEREFORE, BE IT ORDAINED BY COUNCIL, DUTY ASSEMBLED
AND VOTING, WITH QUORUM PRESENT, AND UPON THIRD AND FINAL
READING, THAT, the Oconee County Council hereby adopts the attached Future Land
Use Map and amends ordinance 2004-25 to include the attached future land use map:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
George C. Blanchard, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading:	February 19, 2008
Second Reading:	March 4, 2008
Public Hearing:	April 1, 2008
Third Reading:	April 15, 2008



STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2008-07

AN ORDINANCE REPEALING BOTH ORDINANCE 2004-1, AN ORDINANCE CREATING THE LAKEVIEW ASSISTED LIVING COMMISSION AND ORDINANCE 2003-18, AN ORDINANCE TO APPOINT A BOARD MEMBER TO THE BOARD OF LAKEVIEW ASSISTED LIVING, INC.

WHEREAS, Oconee County owns the building and real property upon which the Lakeview Assisted Living facility is located; and

WHEREAS, in the past Oconee County has been involved to varying degrees in the operation of the Lakeview Assisted Living facility; and

WHEREAS, Senior Solutions Inc., working with Oconee Memorial Hospital, is currently operating the Lakeview Assisted Living facility; and

WHEREAS, Senior Solutions is currently in the process of reorganizing its operations at Lakeview Assisted Living facility;

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

1. That Ordinance 2004-1, An Ordinance Creating the Lakeview Assisted Living Commission, is hereby repealed.
2. That Ordinance 2003-18, An Ordinance To Appoint A Board Member To The Board of Lakeview Assisted Living, Inc., is hereby repealed.

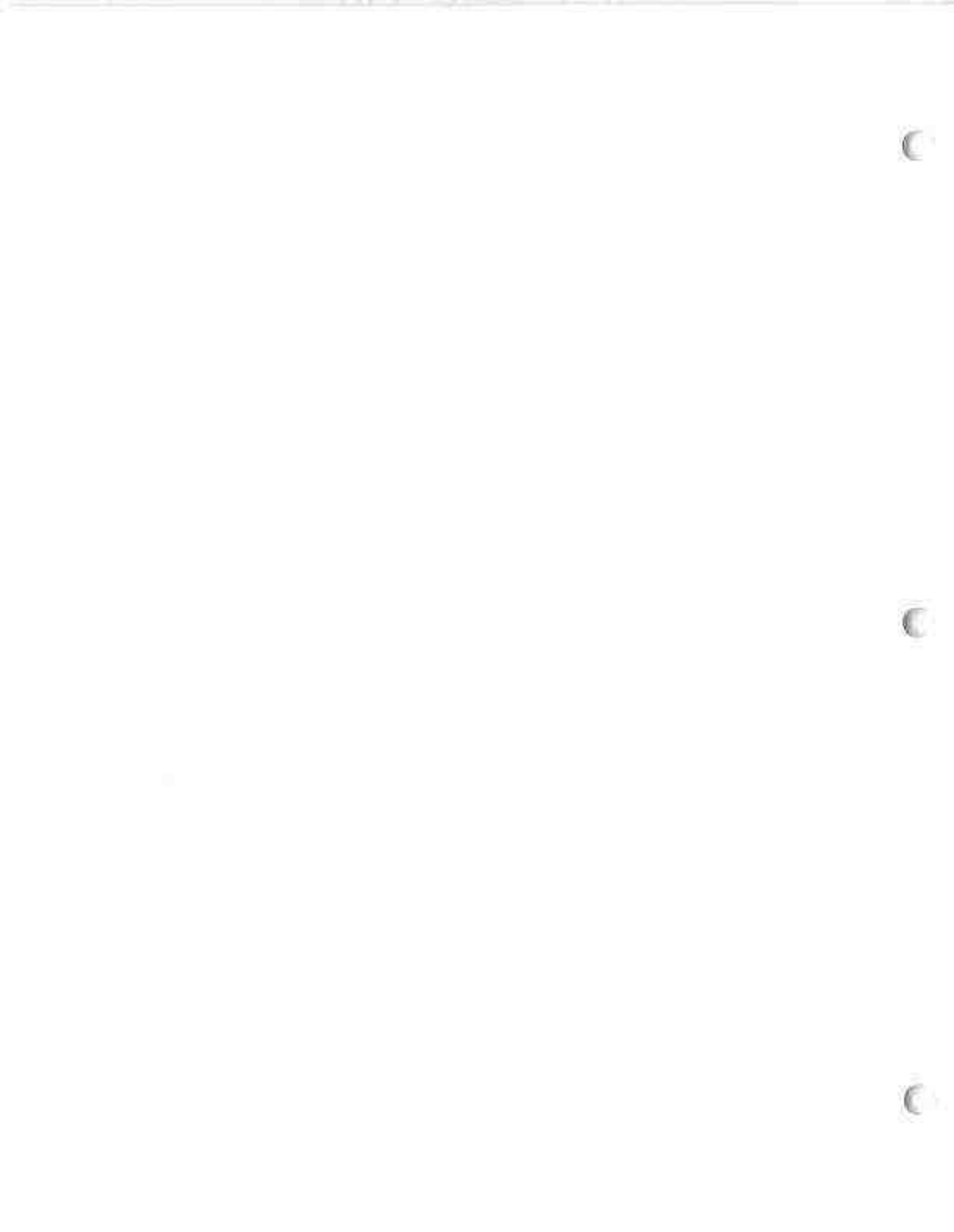
OCONEE COUNTY, SOUTH CAROLINA

By: _____
George C. Blanchard, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: April 1, 2008
Second Reading: April 15, 2008
Public Hearing:
Third Reading:



STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2008-08

**AN ORDINANCE REPEALING ORDINANCE 2002-6, AN ORDINANCE
REORGANIZING THE OCONEE COUNTY SOLID WASTE COMMISSION.**

By Oconee County Council, in session and duly assembled with quorum present and voting, and upon third and final reading, BE IT ORDAINED that Ordinance 2002-6, an Ordinance reorganizing the Oconee County Solid Waste Commission and repealing Ordinance 79-19 dated November 6, 1979, is hereby repealed.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
George C. Blanchard, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: April 1, 2008
Second Reading: April 15, 2008
Public Hearing:
Third Reading:



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 15, 2008
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

First reading in title only of Ordinance 2008-06, "The 2008-2009 Budget Appropriations Ordinance for Oconee County"

BACKGROUND OR HISTORY:

The County Administrator will present his proposed 2008-2009 appropriations on April 14th, 2008 to the Oconee County Budget and Finance Committee for their review.

Budget workshops are scheduled to be held as follows;

- April 21st in the Oconee County Council Chambers
- April 24th in the Oconee County Council Chambers
- April 28th in the Pine Street Conference Room
- April 30th in the Pine Street Conference Room

All workshops will commence at 9 o'clock am.

SPECIAL CONSIDERATIONS OR CONCERNS:

Second reading of Ordinance 2008-06 is scheduled for May 6th, 2008 and a public hearing is scheduled for May 20th, 2008. Third and final reading is also scheduled for June 3rd, 2008.

STAFF RECOMMENDATION:

Staff recommends that Ordinance 2008-06 be approved for first reading in title only.

FINANCIAL IMPACT:

Oconee County General Fund

- tbd

Capital Projects Fund

- tbd

Enterprise Fund

- tbd

ATTACHMENTS

Ordinance 2008-06

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


Dale Surrent, County Administrator

Reviewed By/ Initials:

_____ County Attorney

C: Clerk to Council

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is crucial for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the various methods and tools used to collect and analyze data. It highlights the need for consistent and reliable data collection processes to support effective decision-making.

3. The third part of the document focuses on the role of technology in data management and analysis. It discusses how modern software solutions can streamline data collection, storage, and reporting, thereby improving efficiency and accuracy.

4. The fourth part of the document addresses the challenges associated with data management, such as data quality, security, and privacy. It provides strategies to mitigate these risks and ensure that data is used responsibly and ethically.

5. The fifth part of the document concludes by summarizing the key findings and recommendations. It stresses the importance of ongoing monitoring and evaluation to ensure that data management practices remain effective and aligned with the organization's goals.

6. The sixth part of the document provides a detailed overview of the data collection process, including the identification of data sources, the design of data collection instruments, and the implementation of data collection procedures.

7. The seventh part of the document discusses the various methods used for data analysis, such as descriptive statistics, inferential statistics, and qualitative analysis. It explains how these methods are used to interpret the data and draw meaningful conclusions.

8. The eighth part of the document focuses on the importance of data visualization in presenting the results of data analysis. It discusses various visualization techniques, such as charts, graphs, and tables, and provides guidelines for creating clear and effective visualizations.

9. The ninth part of the document discusses the ethical considerations surrounding data management and analysis. It emphasizes the need to protect individual privacy and ensure that data is used only for the purposes it was collected for.

10. The tenth part of the document provides a final summary and concludes the report. It reiterates the key findings and recommendations and expresses the hope that the information provided will be helpful in improving data management practices.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2008-06**

**"THE FISCAL YEAR 2008-2009 BUDGET APPROPRIATIONS ORDINANCE
FOR OCONEE COUNTY"**

Section I: Purpose

PURPOSE: To provide for the levy of taxes and to make appropriations in Oconee County for County purposes; to provide for appropriations and direct expenditures of the County for the fiscal year beginning July 1, 2008 and ending June 30, 2009; to provide for the tax millage for general County purposes.

Section II: SC State Law Provisions

The budget ordinance adopted upon third and final reading by the county council lasts for one fiscal year, places a legal limit on spending, and establishes special conditions for county spending. The following South Carolina Codes of Law covers budgets under the Council-Administrator form of government:

- Section 4-9-130
- Section 4-9-140

In addition is a provision in the legislation, Section 6-1-320 of the South Carolina Codes of Laws that limits millage rate increases.

Section III: 2008-2009 Budget

General Fund:	\$ tbd
Capital Projects Fund:	\$ tbd
Enterprise Funds:	\$ tbd
GRAND TOTAL:	\$ tbd

APPROVED & ADOPTED on first reading in title only this 15th day of April 2008 by a vote of: YES () to NO ().

Elizabeth G. Hulse
Council Clerk

1st Reading in title only

April 15th, 2008

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AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 15, 2008
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

First reading in title only of Ordinance 2008-09. "The 2008-2009 Budget Appropriations Ordinance For The School District Of Oconee County and Tri-County Technical College"

BACKGROUND OR HISTORY:

The Oconee County School District is in the process of scheduling a time to present their proposed appropriations request to the Oconee County Budget and Finance Committee.

Tri-County Technical College will present their proposed appropriations request to the Oconee County Budget and Finance Committee on April 16th, 2008.

SPECIAL CONSIDERATIONS OR CONCERNS:

Second reading of Ordinance 2008-09 is scheduled for May 6th, 2008 and a public hearing is scheduled for May 20th, 2008. Third and final reading is also scheduled for June 3rd, 2008.

STAFF RECOMMENDATION:

Staff recommends that Ordinance 2008-09 be approved for first reading in title only.

FINANCIAL IMPACT:

Oconee County School District
• tbd
Tri-County Technical College
• tbd

ATTACHMENTS

Ordinance 2008-09

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


Dale Surratt, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

C: Clerk to Council

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STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2008-09

"THE FISCAL YEAR 2008-2009 BUDGET APPROPRIATIONS ORDINANCE
FOR THE SCHOOL DISTRICT OF OCONEE COUNTY AND TRI-COUNTY
TECHNICAL COLLEGE."

Section I: Purpose

The purpose of this ordinance is to provide for the levy of taxes and to make appropriations in Oconee County for the School District of Oconee County and Tri-County Technical College; to provide for appropriations beginning July 1, 2008 through June 30, 2009; to provide for the tax millage for School operational, capital, and debt purposes and Tri-County Technical College operational purposes.

Section II: SC State Law Provisions

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

Section III: 2008-2009 Budget

SCHOOL DISTRICT OF OCONEE COUNTY

School Operations:	\$ tbd
1998 School Bond:	\$
2001 School Bond:	\$
2003 School Bond:	\$
2004 School Bond:	\$
2005 School Bond:	\$
2006 School Bond:	\$
TOTAL SCHOOLS:	\$ tbd

TRI-COUNTY TECHNICAL COLLEGE

Tri-County Technical College Operations:	\$ tbd
TOTAL TRI-COUNTY TECHNICAL COLLEGE:	\$ tbd

GRAND TOTAL OCONEE COUNTY SCHOOL DISTRICT AND TRI-COUNTY TECHNICAL COLLEGE	\$ tbd
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Third section of handwritten text, continuing the main body of the document.

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APPROVED & ADOPTED on first reading in title only this 1st day of April 15th,
2008 by a vote of: YES () to NO ().

Elizabeth G. Hulse
Council Clerk

1st Reading in title only

April 15, 2008

1. The first part of the document discusses the importance of maintaining accurate records of all transactions.

2. This section outlines the various methods used to collect and analyze data.

3. The following table provides a summary of the key findings from the study.



STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2008-10

AN ORDINANCE REPEALING ORDINANCE 1975-08, AN ORDINANCE TO AMEND ACT NO: 458 OF THE 1969 ACTS AND JOINT RESOLUTIONS OF THE SOUTH CAROLINA GENERAL ASSEMBLY, PERTAINING TO THE BOARD OF CHARITABLE MEDICAL SERVICES FOR OCONEE COUNTY.

WHEREAS, in 1975, the Oconee County Council adopted Ordinance 75-08 pertaining to the Board of Charitable Medical Services for Oconee County; and

WHEREAS, the Board created by Ordinance 75-08 has not functioned in a number of years; and

WHEREAS, the responsibilities of the Board created in Ordinance 75-08 are being performed by other organizations in Oconee County;

NOW, THEREFORE, BE IT ORDAINED, by County Council, in session and duly assembled with quorum present and voting, that Ordinance 75-08 is hereby repealed.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
George C. Blanchard, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: April 15, 2008
Second Reading:
Public Hearing:
Third Reading:



STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2008-11

AN ORDINANCE REPEALING ORDINANCE 77-07, AN ORDINANCE TO ESTABLISH THE GOVERNING BODY OF THE OCONEE COUNTY CHILDREN'S HOME.

WHEREAS, Ordinance 1977-07 established the governing body of the Oconee County Children's Home; and

WHEREAS, the Oconee County Children's Home no longer exists and the board governing said children's home no longer functions; and

WHEREAS, other agencies in Oconee County are performing the duties that were previously performed by the Oconee Children's Home;

NOW, THEREFORE, BE IT ORDAINED, by Oconee County Council, in session and duly assembled with quorum present and voting, that Ordinance 1977-07 is hereby repealed.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
George C. Blanchard, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: April 15, 2008
Second Reading:
Public Hearing:
Third Reading:



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 15, 2008
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

First reading of Ordinance 2008-12, "Ordinance of the County Council of Oconee County, South Carolina, authorizing a not exceeding \$1,477,683 Lease/Purchase Agreement, Series 2008 relating to the Financing of various items of equipment for public purposes; Authorizing the execution and delivery of various documents including the lease agreement; and other matters relating thereto.

BACKGROUND OR HISTORY:

Ordinance 2007-07 "An Ordinance establishing the Oconee County Emergency Services Protection Department" and Ordinance 2007-04 "The 2007-2008 Budget Appropriations Ordinance for Oconee County" provides for 2.9 mills (\$1,237,793) in the unincorporated areas to provide for funding for manpower and equipment/gear.

By action of Oconee County Council the distribution of the \$1,237,793 for Emergency Services Protection Department included allocations of \$386,000 for lease payments for protective equipment, SCBA (self contained breathing apparatus), and communications equipment.

SPECIAL CONSIDERATIONS OR CONCERNS:

The following items do not qualify for a lease purchase:
\$264,417 for 125 sets of turnout gear
\$ 31,885 for 14 radios and 35 pagers

It is proposed that the allocation of \$386,000 in the 2007-2008 budget be used to purchase these items since the first lease payment will not be due until the 2008-2009 fiscal year.

STAFF RECOMMENDATION:

Staff recommends that Ordinance 2008-12 be approved for first reading.

FINANCIAL IMPACT:

Total equipment costs for the lease purchase total \$1,477,684. Oconee County will accept proposals from banks to finance the lease in a principal not to exceed \$1,477,684, at the interest rate for a five year term.

ATTACHMENTS:

Ordinance 2008-12
Equipment Lease /Purchase Agreement Schedule
Equipment List

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


Dale Surratt, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

C: Clerk to Council

$\frac{1}{2} \frac{d}{dt} \left(\frac{1}{2} m v^2 \right) = \frac{1}{2} m \frac{d}{dt} (v^2)$
 $= \frac{1}{2} m \frac{d}{dt} (v_x^2 + v_y^2 + v_z^2)$
 $= \frac{1}{2} m \left(2v_x \frac{dv_x}{dt} + 2v_y \frac{dv_y}{dt} + 2v_z \frac{dv_z}{dt} \right)$
 $= m \left(v_x \frac{dv_x}{dt} + v_y \frac{dv_y}{dt} + v_z \frac{dv_z}{dt} \right)$

$$= \mathbf{v} \cdot \frac{d\mathbf{v}}{dt}$$

$= \mathbf{v} \cdot \mathbf{a}$
 $= \mathbf{v} \cdot \frac{d\mathbf{v}}{dt}$
 $= \frac{d}{dt} \left(\frac{1}{2} m v^2 \right)$
 $= \frac{d}{dt} \left(\frac{1}{2} m \mathbf{v} \cdot \mathbf{v} \right)$
 $= \frac{1}{2} m \frac{d}{dt} (\mathbf{v} \cdot \mathbf{v})$
 $= \frac{1}{2} m \frac{d}{dt} (v^2)$

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 $= m \left(v_x \frac{dv_x}{dt} + v_y \frac{dv_y}{dt} + v_z \frac{dv_z}{dt} \right)$
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 $= \mathbf{v} \cdot \mathbf{a}$

$$= \frac{d}{dt} \left(\frac{1}{2} m v^2 \right)$$

||

$$\frac{d}{dt} \left(\frac{1}{2} m v^2 \right) = \frac{d}{dt} \left(\frac{1}{2} m \mathbf{v} \cdot \mathbf{v} \right)$$

ORDINANCE 2008-12

ORDINANCE OF THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, AUTHORIZING A NOT EXCEEDING \$1,477,683 LEASE/PURCHASE AGREEMENT, SERIES 2008 RELATING TO THE FINANCING OF VARIOUS ITEMS OF EQUIPMENT FOR PUBLIC PURPOSES; AUTHORIZING THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS INCLUDING THE LEASE AGREEMENT; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, AS FOLLOWS:

Section 1. The County Council (the "Council") of Oconee County, South Carolina (the "County"), as lessee, hereby finds and determines that:

(a) the County is a body politic and corporate and a political subdivision and, as such, possesses all powers granted to political subdivisions by the Constitution and general laws of the State of South Carolina

(b) the County desires to enter into a lease/purchase agreement (the "Lease") with _____ (the "Bank") for the purpose of financing the purchase of various items of equipment more fully described on *Exhibit A* attached hereto (the "Equipment"); and

(c) the payments by the County under the Lease will be subject to annual appropriation by the Council.

Section 2. The Council hereby ratifies the actions of the Director of Administrative Services and Finance including distributing a request for proposals to various banks and leasing companies and determining the final principal amount and maturity date of the Lease. The Council hereby accepts the proposal of the Bank to finance the Lease in a principal amount not to exceed \$1,477,683, at an interest rate of ____% per annum for a five-year term without further action required of the Council.

Section 3. The Council hereby authorizes the County Administrator, the Director of Administrative Services and Finance, the County Attorney, and the Clerk to Council, acting jointly or individually, to execute and deliver the Lease and such other documents and instruments as necessary to effect the execution and delivery of the Lease.

Section 4. The Lease will be designated as a "qualified tax-exempt obligation" within the meaning of and for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended, provided the Lease is executed and delivered in calendar year 2008.

Done in meeting duly assembled this 20th day of May, 2008.

OCONEE COUNTY, SOUTH CAROLINA

ATTEST:

Chairman, Oconee County Council

Clerk to County Council

First Reading: April 15, 2008
Second Reading: May 6, 2008
Third Reading: May 20, 2008



**OCONEE COUNTY, SOUTH CAROLINA
EQUIPMENT LEASE/PURCHASE AGREEMENT – 2008
FINANCING SCHEDULE**

16345-40

DATE	RESPONSIBILITY	PARTY
April 10	Agenda Deadline	BC, C
April 15	1 st Reading of Lease/Purchase Ordinance	C
April 29	Mail RFP	BC
May 6	2 nd Reading of Lease/Purchase Ordinance	C
May 13	Open Bids – 12:00 Noon	BC, C
May 20	3 rd Reading of Lease/Purchase Ordinance	C
May 29	Closing	ALL Parties

Legend

C - Oconee County, South Carolina
BC - Haynsworth Sinkler Boyd, P.A., Bond Counsel



Protective Equipment

	Cost Each	Qty.	Total
Coats	\$ 640.00	125	\$ 80,000.00
Pants	\$ 720.00	125	\$ 90,000.00
Boots	\$ 285.00	125	\$ 35,625.00
Gloves	\$ 45.00	125	\$ 5,625.00
Helmets	\$ 275.00	125	\$ 34,375.00
Flash Hoods	\$ 25.00	125	\$ 3,125.00
Sub-Total			\$ 248,750.00
S&H			\$ 700.00
Sales Tax		6%	\$ 14,967.00
TOTAL			\$ 264,417.00

These items are to be paid from the \$386,000 approved from the 2007-2008 budget (\$386,000 - 264,417 = \$1,885.86 = \$89,697.14)

Additional Radio Equip.

	Cost Each	Qty.	Total
Radios	\$ 954.00	14	\$ 13,356.00
Pagers	\$ 475.00	35	\$ 16,625.00
Sub-Total			\$ 29,981.00
S&H			\$ 100.00
Sales Tax		6%	\$ 1,804.86
TOTAL			\$ 31,885.86

SCBA's

	Cost Each	Qty.	Total
60 min. 4500 psi pack w/carbon cylinder	\$ 4,650.00	8	\$ 37,200.00
45 min. 4500 psi pack w/carbon cylinder	\$ 4,565.00	77	\$ 351,505.00
30 min. 4500 psi pack w/carbon cylinder	\$ 4,400.00	145	\$ 638,000.00
Spare 60 minute carbon cylinder	\$ 885.00	8	\$ 7,080.00
Spare 45 minute carbon cylinder	\$ 790.00	77	\$ 60,830.00
Spare 30 minute carbon cylinder	\$ 750.00	145	\$ 108,750.00



Pak-Tracker w/truck charger & spare battery

\$ 1,200.00	35	\$	42,000.00
Sub-Total		\$	1,245,365.00
S&H		\$	3,550.00
Sales Tax	6%	\$	74,934.90
TOTAL		\$	1,323,849.90

These items are to be paid for with the lease proceeds with the exception of \$89,697.14 remaining from the \$386,000. Therefore, the lease amount will be \$1,477,683.52.

Radios, Adapters & Truck Comms Systems

Public Safety Rated Radios
 SCBA Mask Communication Adapters
 Truck communications System

Cost Each	Qty.	Total
\$ 954.00	70	\$ 66,780.00
\$ 1,038.80	70	\$ 72,716.00
\$ 3,200.00	28	\$ 89,600.00
Sub-Total		\$ 229,096.00
S&H		\$ 650.00
Sales Tax	6%	\$ 13,754.76
TOTAL		\$ 243,530.76

Total of all Equipment
 Funding from 2007-2008 Budget
TOTAL LEASE

\$ 1,863,683.52
\$ (386,000.00)
\$ 1,477,683.52



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: APRIL 15, 2008
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

To review the Oconee County Tax Center contracts with Smith Data Processing for Fiscal Year July 1, 2008 – June 30, 2009

BACKGROUND OR HISTORY:

These are yearly contracts for the Auditor, Delinquent Tax and Treasurer. The contracts cover computer service agreements, data processing, data conversion, and also this year we would like to add an agreement to purchase a remote back-up service.

SPECIAL CONSIDERATIONS OR CONCERNS:

These contracts are vital for the operations in the computer tax center to continue. By adding the remote back-up service, this ensures us that we have sufficient information to reconstruct tax data at a remote location.

STAFF RECOMMENDATION:

The department heads affected by the Computer Tax Center recommend that County Council approve funding of the contracts to Smith Data Processing.

FINANCIAL IMPACT:

The total cost for all departments is \$128,793.17

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No
If yes, who is matching and how much:

ATTACHMENTS

Submitted or Prepared By:


Linda A. Nix
Department Head/Elected Official

Approved for Submittal to Council:


Dale Surrency, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Grants

C: Clerk to Council

Agenda Items Summary to be submitted to Administrator for review / approval no later than close of business on Wednesday prior to a Council meeting.

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AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: APRIL 15, 2008
COUNCIL MEETING TIME: 6:00 PM

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Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

ATTACHMENTS

Submitted or Prepared By:


Linda R. Nij
Department Head/Elected Official

Approved for Submittal to Council:


Dale Surratt, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Grants

C: Clerk to Council

OCCONEE COUNTY REQUISITION

Sections 1, 2, if applicable & 3 of applications, are to be filed or amended, plus to submitting the requisition to the Procurement Office. Requisitions received without complete information will be returned to the initiating dept. for completion.

SECTION 1: GENERAL INFORMATION & DEPT HEAD SIGNATURE

(to be filled out & signed by initiating dept)

DATE: 3-28-08 INITIATING DEPT: 364

BUDGET CODE: 010-304-30056

AMOUNT APPROVED IN BUDGET CODE(S) ABOVE FOR THIS PURCHASE: \$58,351.42

(Note: You must fill in this section if using any 4-digit code other than 000000, asset capital, maint on equipment, buildings & grounds.)

If your department has purchased this item previously, fill in the previous PO #:

DELIVERY INSTRUCTIONS: as needed

BY SIGNING BELOW, I CERTIFY THE FOLLOWING:

The items listed below are needed by this department for the sale, use & benefit of Occonee

County and have been approved in my budget

Meggie McQuill
DEPARTMENT HEAD SIGNATURE (or approved designee)

SECTION 2: OTHER REQUIRED SIGNATURES

[Signature]
Dept. Engineer/Communications,
etc. as to technical content

Occonee County Procurement

Funds Certification by the
Finance Office

SECTION 3: GRANTS USE ONLY

NAME OF GRANT:

DEADLINE TO SPEND FUNDS:

(Note: You must fill in this section if using grant funds or any other funds that have a deadline for issuing a PO.)

Are there any special bidding requirements? yes no

Grants Administrator

QTY.	Unit of Measure	Description	BIDDER #1		BIDDER #2		BIDDER #3	
			Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL
		See attached contract for details						
		Remote backup Services						
		For July 1, 2008 to June 30, 2009						
		Subtotal		1,779.00				
		Freight (if applicable)						
		Sales Tax (6%)						
		GRAND TOTAL		\$1,779.00				\$0.00

PROCUREMENT OFFICE USE ONLY:

Issued To: _____ Copy of PO to: _____

PO # _____

Ordering Instructions: FAX MAIL DEPT E-MAIL

software main

APR 4 2008 AM 9:58



p.o. box 6052
spartanburg, s.c. 29324

QSI Data Systems
(864)253-8650
1-800-235-0762
FAX (864) 253-6692

Oconee Cnty/Auditor
415 South Pine St.
Walhalla, SC 29691

Agreement to purchase Remote Back-Up Services
for
Auditor's Office

By: Will Caithen
QSI Data Systems
03/25/2008

Oconee City/Auditor
QS/1 Data Systems
03/25/2008

Description of Agreement for Software and Services

Agreement to purchase Remote Backup Service for current host computer

Note: The monthly charge is based on the amount of disk space needed to back up the customer's data to QS/1's servers in Spartanburg. Your QS/1 folder is currently using 10 GB of disk space.

The monthly fee schedule is set up as follows:

First 4 GB of disk space - \$60.00

Each additional 2 GB of disk space - \$25.00

Oconee Cnty/Auditor
QS/1 Data Systems
03/25/2008

INVOICE FOR OCONEE CNTY AUDITOR

PREPARED BY: WILLY DATHEN

OCONEE CNTY AUDITOR
112 SOUTH PINE ST
WALDEN, GA 30681

EXHIBIT A

SOFTWARE COSTS

<u>QTY</u>	<u>NO. OF:</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>EXTENDED</u>	<u>MONTHLY</u>
1	20001	REMOTE BACKUP SETUP SERVICE FEE	\$150.00	\$150.00	\$0.00
1	20001	4GB. OF STORAGE SPACE	\$0.00	\$0.00	\$60.00
3	2001-	25330 ADDITIONAL STORAGE SPACE	\$0.00	\$0.00	\$75.00
<u>TOTAL SOFTWARE COSTS</u>				\$150.00	\$135.00
<u>TOTAL SOFTWARE COSTS</u>				\$150.00	\$135.00

Oconee Cnty/Auditor
QS/1 Data Systems
03/25/2008

Terms of Contract

Software prices in this quote are valid for a period of 30 days.

Invoicing

Invoices for this order will be issued according to the *Initial Payment Terms* shown below. Remote Backup Service invoices will be issued separately. These invoices are due and payable upon receipt. Your account must be paid by the 15th of the following month. Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).

Investment Totals

Hardware & Installation	\$150.00
Sales Tax of 6% based on \$150.00	\$9.00
Freight	\$0.00
Total Hardware (due upon delivery of hardware)	\$159.00
Total Training (due at start of training per application)	\$0.00
Total Initial Expenditure (Hardware + Training)	\$159.00
Remote Backup Service Cost : (12 months @ \$135.00/mo.)	\$1,620.00
Total Remote Backup Service Cost	\$1,779.00

REMOTE BACKUP SERVICE AGREEMENT

THIS AGREEMENT (the "Agreement") is made today, 03/25/2008, between J M Smith Corporation DBA QS/1 Data Systems (hereinafter "QS/1") and Oconee City/Auditor (hereinafter "Customer") (QS/1 and Customer may also be referred to individually as a "Party," and jointly as the "Parties").

Parties previously entered into a License and Sales Agreement(s) under which QS/1 granted Customer a license(s) to use certain QS/1 software. At this time, Customer desires to subscribe to QS/1's Remote Backup Service. Parties therefore wish to enter into this new Agreement and to be bound by its terms as detailed below:

1. **COMMUNICATION OF DATA.** Customer shall communicate and deliver to QS/1 the Customer's "Data." Customer agrees that it shall bear all risk of loss or damage to such Data that may occur during communication and delivery of the Data between Customer's facility and QS/1's facility.
2. **RESPONSIBILITIES OF PARTIES.** Parties' responsibilities under this Agreement are described in detail in Exhibit "1."
3. **TERMINATION.** Either party shall have the right to terminate this Agreement, with or without cause, upon thirty (30) calendar day's notice to the other party. Upon the effective date of termination of this Agreement, each Party shall, without request of the other Party, immediately return all Data together with any papers, materials, and property of the other Party.
4. **LIABILITY.** QS/1 shall not be liable for any: (a) special, indirect, incidental, punitive, or consequential damages, including loss of profits, arising from or related to the services to be provided under this Agreement including such damages, without limitation, which may arise from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against Customer by any third person, even if QS/1 has been advised of the possibility of such damages; (b) damages (regardless of their nature) for any delay or failure of QS/1 to perform its obligations under this Agreement due to any cause beyond its reasonable control; or (c) claims made a subject of a legal proceeding against QS/1 more than twelve (12) months after such cause of action first arose.

Notwithstanding any other provisions(s) of this Agreement, QS/1's liability under this Agreement shall not exceed the total amount received by QS/1 from Customer for the services performed under this Agreement.

5. **CONFIDENTIAL INFORMATION.** Each Party acknowledges that any and all information received from the other's business in any form is "Confidential Information," and Parties agree that they will not, during or after the term of this Agreement, permit the duplication, use, or disclosure of any such Confidential Information to any person or entity unless specifically authorized in writing by the other Party to do so.

- 6. NOTICES. All notices, demands, other communications provided by either Party to the other shall be deemed to have been duly given when made in writing and delivered in person, upon receipt, if deposited in the United States mail postage prepaid, certified mail, return receipt requested, or via overnight courier, as follows:

Notice to QS/1: QS/1 Data Systems
 P.O. Box 8052
 Spartanburg, SC 29304

Notice to Customer: Occonee Cnty/Auditor
 415 South Pine St.
 Walhalla, SC 29691

- 7. ASSIGNMENT. Customer may not assign or transfer its interest, rights, or obligations under this Agreement without the prior written consent of an authorized executive officer of QS/1.
- 8. INDEPENDENT CONTRACTOR. The Parties acknowledge that the services provided hereunder shall not create an agency or employment relationship between them. Nothing herein shall be interpreted so as to create any different relationship between the Parties.
- 9. GOVERNING LAW. This Agreement shall be governed in accordance with the laws of the state of South Carolina and the sole jurisdiction for any legal proceedings under this Agreement shall be South Carolina.
- 10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between Parties with respect to the subject matter contained herein and may be modified only by an amendment executed in writing by authorized representatives of both Parties. All prior agreements, representations, statements, negotiations, understandings, and undertakings with respect to the subject matter contained herein are superseded hereby. Parties represent that they have read this Agreement, understand it, and agree to be bound by all the terms and conditions stated herein, and acknowledge receipt of a signed, true and exact copy of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year last above written.

J M SMITH CORPORATION
 DBA QS/1 DATA SYSTEMS

Occonee Cnty Auditor

 Name

 Title

 Date

 Name

 Title

 Date

EXHIBIT "A"RESPONSIBILITIES OF PARTIESCUSTOMER'S RESPONSIBILITIES:

1. To provide all necessary assistance to QS/1 in meeting its responsibilities as listed below.
2. To maintain a continuous connection to the Internet.
3. To utilize an Internet service that provides the file server containing the data to be backed up with a fixed IP address or with a list of up to ten addresses that may be used.
4. To provide sufficient space on the file server for storage of a local backup file.
5. To promptly return to QS/1 any disk drive(s) that may be sent to the customer once the required data has been stored on or removed from the disk drive.
6. To submit the appropriate Business Associate Agreement including the Security Rule to QS/1 as required by HIPAA. (Applies only if data to be backed up contains information protected under HIPAA guidelines.)
7. To pay QS/1, as compensation for the services to be rendered, the amount set forth on the Exhibit "A", this amount may be modified by QS/1 from time to time.
8. In the event that data restoration is required, to restore the operation of any non-QS/1 applications loaded on the file server.

QS/1'S RESPONSIBILITIES: To act in good faith:

1. To provide the customer with the software required for operation of the Remote Backup Service on the customer's file server.
2. To assist the customer by telephone and by utilization of the Passport remote access feature in creating a local backup file for the data stored on the customer's file server.
3. To update the locally stored backup file on a nightly basis as close as reasonably practical to a time specified by the customer.
4. To assist the customer by telephone and by utilization of the Passport remote access feature in restoring individual files from the locally stored backup data on an as-needed basis.
5. To assist the customer by telephone and by utilization of the Passport remote access feature in creating an initial backup file for the data stored on the customer's file server.
6. To perform a nightly update of the data by uploading over the Internet changes to the data.
7. To store sufficient information to reconstruct the data as it existed at the time of any of the ten most recent nightly updates.
8. To transfer and store all data in encrypted form consistent with HIPAA requirements.
9. To store all backup data in two geographically separated data centers.
10. To provide a nightly email notification to the customer indicating whether the incremental backup data transfer was successful.
11. To as quickly as reasonably possible after receiving notification from the customer that data restoration is necessary, restore operation of the customer's QS/1 application software and restore the data using any one of the ten maintained backup files specified by the customer. When permitted by the type of software in use, QS/1 will provide temporary remote hosting on a QS/1 file server and will continue such remote hosting for up to five days.
12. To send to the customer by commercial courier service a disk drive containing the version of the backup data specified by the customer.
13. To assist the customer by telephone and by utilization of the Passport remote access feature in restoring full operation of all QS/1 application software that was running on the file server (note that QS/1 does not accept responsibility for restoring the operation of non-QS/1 application software).

QS/1's ability to comply with many of its responsibilities as listed above is dependent on the customer maintaining a continuously functioning link to the Internet. At any time that the customer does not have an active Internet connection, QS/1's ability to comply with the above listed responsibilities may be limited.



p.o. box 6052
spartanburg, s.c. 29304

QS/1 Data Systems
(864)253-8650
1-800-235-0762
FAX (864) 253-8692

Oconee Cnty/Auditor
415 South Pine St.
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Agreement to purchase Remote Back-Up Services
for
Auditor's Office

By: Will Cauthen
QS/1 Data Systems
03/25/2008

Oconee Cnty Auditor
QS/1 Data Systems
03/25/2008

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Agreement to purchase Remote Backup Service for current host computer

Note: The monthly charge is based on the amount of disk space needed to back up the customer's data to QS/1's servers in Spartanburg. Your QS/1 folder is currently using 10 GB of disk space.

The monthly fee schedule is set up as follows:

- First 4 GB of disk space - \$50.00
- Each additional 2 GB of disk space - \$25.00

Oconee Cnty Auditor
 Q5/1 Data Systems
 03/25/2008

PROPOSAL FOR OCONEE CNTY AUDITOR

PREPARED BY: WILL GAUDREY

OCONEE CNTY AUDITOR
 125 SOUTH PINE ST.
 WADESWORTH, SC 29691

EXHIBIT A
 SOFTWARE COSTS

QTY	MODEL	DESCRIPTION	PRICE	EXTENDED	AMOUNT
1	20012	REMOTE BACKUP/NETSERV SERVICE FEE	\$150.00	\$150.00	\$0.00
1	20013	4GB OF STORAGE SPACE	\$0.00	\$0.00	\$50.00
3	20014	1GB OF ADDITIONAL STORAGE SPACE	\$0.00	\$0.00	\$75.00
TOTAL SOFTWARE COST				\$150.00	\$150.00
TOTAL SUPPLY COST				\$150.00	\$125.00

Oconee Cnty/Auditor
 QS/1 Data Systems
 03/25/2008

Terms of Contract

Software prices in this quote are valid for a period of 30 days

Invoicing

Invoices for this order will be issued according to the *Initial Payment Terms* shown below. Remote Backup Service invoices will be issued separately. These invoices are due and payable upon receipt. **Your account must be paid by the 15th of the following month.** Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).

Investment Totals

Hardware & Installation	\$150.00
Sales Tax of 6% based on \$150.00	\$9.00
Freight	\$0.00
Total Hardware (due upon delivery of hardware)	\$159.00
Total Training (due at start of training per application)	\$0.00
Total Initial Expenditure (Hardware + Training)	\$159.00
Remote Backup Service Cost : (12 months @ \$135.00/mo.)	\$1,620.00
Total Remote Backup Service Cost	\$1,779.00

REMOTE BACKUP SERVICE AGREEMENT

THIS AGREEMENT (the "Agreement") is made today, 03/25/2008, between J M Smith Corporation DBA QS/1 Data Systems (hereinafter "QS/1") and Oconee City/Auditor, (hereinafter "Customer") (QS/1 and Customer may also be referred to individually as a "Party," and jointly as the "Parties").

Parties previously entered into a License and Sales Agreement(s) under which QS/1 granted Customer a license(s) to use certain QS/1 software. At this time, Customer desires to subscribe to QS/1's Remote Backup Service. Parties therefore wish to enter into this new Agreement and to be bound by its terms as detailed below:

1. **COMMUNICATION OF DATA.** Customer shall communicate and deliver to QS/1 the Customer's "Data." Customer agrees that it shall bear all risk of loss or damage to such Data that may occur during communication and delivery of the Data between Customer's facility and QS/1's facility.
2. **RESPONSIBILITIES OF PARTIES.** Parties' responsibilities under this Agreement are described in detail in Exhibit "E."
3. **TERMINATION.** Either party shall have the right to terminate this Agreement, with or without cause, upon thirty (30) calendar days notice to the other party. Upon the effective date of termination of this Agreement, each Party shall, without request of the other Party, immediately return all Data together with any papers, materials, and property of the other Party.
4. **LIABILITY.** QS/1 shall not be liable for any: (a) special, indirect, incidental, punitive, or consequential damages, including loss of profits, arising from or related to the services to be provided under this Agreement including such damages, without limitation, which may arise from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against Customer by any third person, even if QS/1 has been advised of the possibility of such damages; (b) damages (regardless of their nature) for any delay or failure of QS/1 to perform its obligations under this Agreement due to any cause beyond its reasonable control; or (c) claims made a subject of a legal proceeding against QS/1 more than twelve (12) months after such cause of action first arose.

Notwithstanding any other provisions(s) of this Agreement, QS/1's liability under this Agreement shall not exceed the total amount received by QS/1 from Customer for the services performed under this Agreement.
5. **CONFIDENTIAL INFORMATION.** Each Party acknowledges that any and all information received from the other's business in any form is "Confidential Information," and Parties agree that they will not, during or after the term of this Agreement, permit the duplication, use, or disclosure of any such Confidential Information to any person or entity unless specifically authorized in writing by the other Party to do so.

- 6. **NOTICES.** All notices, demands, other communications provided by either Party to the other shall be deemed to have been duly given when made in writing and delivered in person, upon receipt, deposited in the United States mail postage prepaid, certified mail, return receipt requested, or via overnight courier, as follows:

Notice to QS/I: Q5/I Data Systems
 P.O. Box 6052
 Spartanburg, SC 29304

Notice to Customer: Oconee Cnty/Auditor
 415 South Pine St
 Waihalla, SC 29691

- 7. **ASSIGNMENT.** Customer may not assign or transfer its interest, rights, or obligations under this Agreement without the prior written consent of an authorized executive officer of QS/I.
- 8. **INDEPENDENT CONTRACTOR.** The Parties acknowledge that the services provided hereunder shall not create an agency or employment relationship between them. Nothing herein shall be interpreted so as to create any different relationship between the Parties.
- 9. **GOVERNING LAW.** This Agreement shall be governed in accordance with the laws of the state of South Carolina and the sole jurisdiction for any legal proceedings under this Agreement shall be South Carolina.
- 10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Parties with respect to the subject matter contained herein and may be modified only by an amendment executed in writing by authorized representatives of both Parties. All prior agreements, representations, statements, negotiations, understandings, and undertakings with respect to the subject matter contained herein are superceded hereby. Parties represent that they have read this Agreement, understand it, and agree to be bound by all the terms and conditions stated herein, and acknowledge receipt of a signed, true and exact copy of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first above written.

J.M SMITH CORPORATION
 DBA Q5/I DATA SYSTEMS

Oconee Cnty/Auditor

_____ Name

_____ Name

_____ Title

_____ Title

_____ Date

_____ Date

EXHIBIT "A"

RESPONSIBILITIES OF PARTIES

CUSTOMER'S RESPONSIBILITIES:

1. To provide all necessary assistance to QSI in meeting its responsibilities as listed below.
2. To maintain a continuous connection to the Internet.
3. To utilize an Internet service that provides the file server containing the data to be backed up with a fixed IP address or with a list of up to ten addresses that may be used.
4. To provide sufficient space on the file server for storage of a local backup file.
5. To promptly return to QSI any disk drive(s) that may be sent to the customer once the required data has been stored on or removed from the disk drive.
6. To submit the appropriate Business Associate Agreement including the Security Rule to QSI as required by HIPAA. (Applies only if data to be backed up contains information protected under HIPAA guidelines.)
7. To pay QSI, as compensation for the services to be rendered, the amount set forth on the Exhibit "A", this amount may be modified by QSI from time to time.
8. In the event that data restoration is required, to restore the operation of any non-QSI applications loaded on the file server.

QSI'S RESPONSIBILITIES: To act in good faith:

1. To provide the customer with the software required for operation of the Remote Backup Service on the customer's file server.
2. To assist the customer by telephone and by utilization of the Passport remote access feature in creating a local backup file for the data stored on the customer's file server.
3. To update the locally stored backup file on a nightly basis as close as reasonably practical to a time specified by the customer.
4. To assist the customer by telephone and by utilization of the Passport remote access feature in restoring individual files from the locally stored backup data on an as-needed basis.
5. To assist the customer by telephone and by utilization of the Passport remote access feature in creating an initial backup file for the data stored on the customer's file server.
6. To perform a nightly update of the data by uploading over the Internet changes to the data.
7. To store sufficient information to reconstruct the data as it existed at the time of any of the ten most recent nightly updates.
8. To transfer and store all data in encrypted form consistent with HIPAA requirements.
9. To store all backup data in two geographically separated data centers.
10. To provide a nightly email notification to the customer indicating whether the incremental backup data transfer was successful.
11. To as quickly as reasonably possible after receiving notification from the customer that data restoration is necessary, restore operation of the customer's QSI application software and restore the data using any one of the ten maintained backup files specified by the customer. When permitted by the type of software in use, QSI will provide temporary remote hosting on a QSI file server and will continue such remote hosting for up to five days.
12. To send to the customer by commercial courier service a disk drive containing the version of the backup data specified by the customer.
13. To assist the customer by telephone and by utilization of the Passport remote access feature in restoring full operation of all QSI application software that was running on the file server (note that QSI does not accept responsibility for restoring the operation of non-QSI application software).

QSI's ability to comply with many of its responsibilities as listed above is dependent on the customer maintaining a continuously functioning link to the Internet. At any time that the customer does not have an active Internet connection, QSI's ability to comply with the above listed responsibilities may be limited.

OCONEE COUNTY REQUISITION

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

SECTION 1: GENERAL INFORMATION & DEPT HEAD SIGNATURE

(to be filled out & signed by initiating dept)

DATE: 3-28-08 INITIATING DEPT: 304

BUDGET CODE: 010-304-30050

AMOUNT APPROVED IN BUDGET CODE(S), ABOVE FOR THIS PURCHASE: \$58,381.42

(Note: You must fill in this section if using any budget code other than operations, or if capital or with an equipment, buildings & grounds.)

If your department has purchased this (items), previously, fill in the previous PO #:

DELIVERY INSTRUCTIONS: as needed

BY SIGNING BELOW, I CERTIFY THE FOLLOWING:

The items listed below are needed by this department for the sole use & benefit of Oconee County and have been approved in my budget.

Stephan G. Powell
DEPARTMENT HEAD SIGNATURE (or approved designee)

SECTION 2: OTHER REQUIRED SIGNATURES

RECEIVED
APR 01 2008
[Signature]

Oconee County Procurement

IT Dept, Engineer Communications,
etc. as to technical content

Funds Certification by the
Finance Office

SECTION 3: GRANTS USE ONLY

NAME OF GRANT:

DEADLINE TO SPEND FUNDS:

(Note: You must fill in this section if using grant funds or any other funds that have a deadline for spending a PO.)

Are there any special bidding requirements? yes no

County Administrator

BIDDER #1		BIDDER #2		BIDDER #3	
Company Name	1201				
Person Quoting	JOHN EZE				
Phone Number	800-330-0782				
Fax Number	904-553-8891				
Delivery Time					
Notes					

QTY	Unit of Measure	Description	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL
		See attached contract for details						
		Software maintenance for July 1, 2008 - June 30, 2009						
		For Oconee County Tax Center						
		Subtotal	58,076.81	58,076.81	0.00	0.00	0.00	0.00
		Freight (if applicable)			0.00	0.00		
		Sales Tax (6%)	3,304.61	3,304.61	0.00	0.00		
		GRAND TOTAL		\$58,381.42		\$0.00		\$0.00

PROCUREMENT OFFICE USE ONLY:

Issued To: _____ Copy of PO to: _____

PO #: _____

Ordering Instructions: FAX MAIL DEPT E-MAIL

Requisition Form
Revised August 2007

software main

APR 4 2008 09:59 AM



**OCONEE COUNTY
415 S. PINE STREET
WALHALLA, SC 29691**

**COMPUTER SERVICES AGREEMENT FOR SOFTWARE
MAINTENANCE FOR TAX SYSTEM
FISCAL YEAR JULY 1, 2008 - JUNE 30, 2009**

This Computer Services Agreement (the "Agreement") made and entered into as of the _____ day of _____, 2008, by and between J. M. Smith Corporation d/b/a QS/1 and OCONEE COUNTY.

**By: John Ezell
QS/1
February 21, 2008**



There are many changes being discussed for 2008 - 2009 concerning property taxes in South Carolina. We at QS/I try to keep up and stay ahead of these changes for our local government customers. We cannot anticipate the massive changes that may occur with the General Assembly this tax year. We will, however, work with your county to make any and all changes in the tax structure as smooth as possible.

This contract is based on processing taxes the same way that 2007 taxes were processed. If major changes are required in the tax system, we will calculate a cost to accomplish these changes and submit a contract to you for this cost for you to approve. As always, we will try to keep any cost for new legislative changes as low as we possibly can.



1. Software Maintenance for July 1, 2008 - June 30, 2009

Tax System

Manufacturer's Reimbursement (T4)	\$270.04
Auditors Deed Indexing (IP)	\$919.32
DMV Vehicle Tax Process (IF)	\$2,978.73
Treasurer Bookkeeping (TB)	\$794.37
Assessor Taxes (TS)	\$1,985.82
Auditor Vehicle Calculate and Print (TV)	\$4,964.59
Residential Exemption (TU)	\$794.37
Prior Year Tax Processing (TX)	\$1,838.76
Delinquent Taxes (TD)	\$4,138.17
Assessor Mass Appraisal (TM)	\$2,978.73
Operation System (OS)	\$1,042.91
Treasurer Taxes (TT)	\$4,535.34
Treasurer Refund System (TY)	\$1,985.86
Auditor Vehicle Valuing (TJ)	\$1,734.48
Auditor Homestead (TN)	\$992.87
Lock Box Processing (UL)	\$843.14
FTR/YR Proc/Mass App System (T8)	\$1,489.36
Property Tax Activity Report (T6)	\$992.87
First Time Issue System (UI)	\$1,588.60
Temporary Tags (UT)	\$992.87
Delinquent Advertising (TW)	\$992.87
Treasurer Barcode Scanning (T7)	\$1,836.00
Treasurer Public Access (T2)	\$944.96
Auditor's Real Estate Calculate & Print (TR)	\$4,964.59
Vehicle Tax Relief Processing (T9)	\$1,489.00
Auditor's Rollbacks (UC)	\$1,463.89
Auditors Taxes (TA)	\$4,535.34
Assessor Public Access (TE)	\$480.00
Delinquent Barcode Scanning (US)	\$510.00
Total	\$55,076.81
Sales Tax (6%)	\$3,304.61
Total	\$58,381.42



2. Summary of Charges

1. Software Maintenance for July 1, 2008 - June 30, 2009

\$58,381.42

Grand Total \$58,381.42

3. Governing Law and Jurisdiction

This Agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this Agreement shall be South Carolina.

4. No Third-Party Beneficiary

It is specifically agreed between the parties executing this Agreement that it is not intended by reason of any of the provisions of any part of this Agreement to establish in favor of the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

5. Express Warranties, Disclaimers and Damage Limits

(a) Limited Express Warranty. QS/1 warrants that it will perform the computer services described in this Agreement in accordance with the understandings of the parties as expressed in this Agreement.

(b) **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

(c) Right to Damages Limited. Under no circumstances will QS/1 be liable for incidental, special, punitive or consequential damages whether under warranty, tort, contract, strict liability or otherwise.



6. Complete Agreement

This Agreement cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices and understandings between the parties pertaining to the matters covered in this Agreement, and contains the entire agreement between the parties. No obligations, agreements or understandings shall be implied from any of the terms and provisions of this Agreement, all obligations, agreements and understandings with respect to the subject matter hereof being expressly set forth herein. No representations or statements, other than those expressly set forth in this Agreement were relied upon by the parties in entering into this Agreement. No amendment, modification or waiver of, addition to, or deletion from the terms of this Agreement will be effective unless reduced to writing and signed by representatives of both parties with actual authority to bind the parties.

7. Terms

Invoices will be billed at the end of the month. Your account must be paid by the 15th of the following month. Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).

8. Signature

Please have the authorized person sign both copies and return them to QS/1. QS/1 will sign both copies and return one signed contract to you.

J M SMITH CORPORATION
d/b/a QS/1

BY: John Ezell BY: OCONEE COUNTY
John Ezell

ITS: Account Representative ITS: _____
Account Representative

DATE: 5-10-08 DATE: _____
5-10-08



**OCONEE COUNTY
415 S. PINE STREET
WALHALLA, SC 29691**

**COMPUTER SERVICES AGREEMENT FOR SOFTWARE
MAINTENANCE FOR TAX SYSTEM
FISCAL YEAR JULY 1, 2008 - JUNE 30, 2009**

This Computer Services Agreement (the "Agreement") made and entered into as of the _____ day of _____, 2008, by and between J. M. Smith Corporation d/b/a QS/I and OCONEE COUNTY.

**By: John Ezell
QS/I
February 21, 2008**



There are many changes being discussed for 2008 - 2009 concerning property taxes in South Carolina. We at QS/I try to keep up and stay ahead of these changes for our local government customers. We cannot anticipate the massive changes that may occur with the General Assembly this tax year. We will, however, work with your county to make any and all changes in the tax structure as smooth as possible.

This contract is based on processing taxes the same way that 2007 taxes were processed. If major changes are required in the tax system, we will calculate a cost to accomplish these changes and submit a contract to you for this cost for you to approve. As always, we will try to keep any cost for new legislative changes as low as we possibly can.



1. Software Maintenance for July 1, 2008 - June 30, 2009

Tax System

Manufacturer's Reimbursement (T4)	\$270.04
Auditors Dead Indexing (TP)	\$919.32
DMV Vehicle Tax Process (TP)	\$2,978.73
Treasurer Bookkeeping (TB)	\$794.33
Assessor Taxes (TS)	\$1,985.82
Auditor Vehicle Calculate and Print (TV)	\$4,964.59
Residential Exemption (TI)	\$794.37
Prior Year Tax Processing (TX)	\$1,838.76
Delinquent Taxes (TD)	\$4,138.17
Assessor Mass Appraisal (TM)	\$2,978.73
Operator System (OS)	\$1,042.91
Treasurer Taxes (TT)	\$4,535.34
Treasurer Refund System (TY)	\$1,985.86
Auditor Vehicle Valuing (TJ)	\$1,734.48
Auditor Homestead (TN)	\$992.87
Lock Box Processing (UL)	\$842.14
FTR/YR Proc/Mass App System (T8)	\$1,489.16
Property Tax Activity Report (T6)	\$992.87
First Time Issue System (UF)	\$1,588.60
Temporary Tags (UT)	\$992.87
Delinquent Advertising (TW)	\$992.87
Treasurer Barcode Scanning (T7)	\$1,836.00
Treasurer Public Access (T2)	\$944.96
Auditor's Real Estate Calculate & Print (TR)	\$4,964.59
Vehicle Tax Relief Processing (T9)	\$1,489.00
Auditor's Rollbacks (UC)	\$1,463.89
Auditors Taxes (TA)	\$4,535.34
Assessor Public Access (TF)	\$480.00
Delinquent Barcode Scanning (US)	\$530.00
Total	\$55,076.81

Sales Tax (6%) \$3,304.61

Total \$58,381.42



2. Summary of Charges

1. Software Maintenance for July 1, 2008 - June 30, 2009

\$58,381.42

Grand Total: \$58,381.42

3. Governing Law and Jurisdiction

This Agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this Agreement shall be South Carolina.

4. No Third-Party Beneficiary

It is specifically agreed between the parties executing this Agreement that it is not intended by reason of any of the provisions of any part of this Agreement to establish in favor of the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

5. Express Warranties, Disclaimers and Damage Limits

(a) Limited Express Warranty. QS/I warrants that it will perform the computer services described in this Agreement in accordance with the understandings of the parties as expressed in this Agreement.

(b) **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

(c) Right to Damages Limited. Under no circumstances will QS/I be liable for incidental, special, punitive or consequential damages whether under warranty, tort, contract, strict liability or otherwise.



6. Complete Agreement

This Agreement cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices and understandings between the parties pertaining to the matters covered in this Agreement, and contains the entire agreement between the parties. No obligations, agreements or understandings shall be implied from any of the terms and provisions of this Agreement, all obligations, agreements and understandings with respect to the subject matter hereof being expressly set forth herein. No representations or statements, other than those expressly set forth in this Agreement were relied upon by the parties in entering into this Agreement. No amendment, modification or waiver of, addition to, or deletion from the terms of this Agreement will be effective unless reduced to writing and signed by representatives of both parties with actual authority to bind the parties.


7. Terms

Invoices will be billed at the end of the month. Your account must be paid by the 15th of the following month. Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).

8. Signature

Please have the authorized person sign both copies and return them to QS/1. QS/1 will sign both copies and return one signed contract to you.

J.M. SMITH CORPORATION
d/b/a QS/1

BY: 
John Ezell

BY: _____
OCONEE COUNTY

ITS: Account Representative ITS: _____

DATE: 3-16-07

DATE: _____

OCONEE COUNTY REQUISITION

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

SECTION 1: GENERAL INFORMATION & DEPT HEAD SIGNATURE

(To be filled out & signed by initiating dept)

DATE: 3-28-08 INITIATING DEPT: 304

BUDGET CODE: 010-804-30056

AMOUNT APPROVED IN BUDGET CODE(S) ABOVE FOR THIS PURCHASE: \$58,381.42

(Note: You may fill in this section using any budget code other than operational, grant related, rental or equipment, buy-outs & grants.)

If your department has purchased this item(s) previously fill in the previous PO # _____

DELIVERY INSTRUCTIONS: as needed

BY SIGNING BELOW, I CERTIFY THE FOLLOWING:

The items listed below are needed by this department for the sole use & benefit of Oconee County and have been approved in my budget

Regina A. Druell
DEPARTMENT HEAD SIGNATURE (or approved designee)

RECEIVED
APR 01 2008
Oconee County Procurement

SECTION 2: OTHER REQUIRED SIGNATURES

Debra L. ...
IT Dept, Engineer Communications
etc. as to technical content

Funds Certification by the
Finance Office

SECTION 3: GRANTS USE ONLY

NAME OF GRANT: _____

DEADLINE TO SPEND FUNDS: _____
(Note: You must fill in this section if using grant funds or any other funds that have a deadline for spending a PO.)

Are there any special funding requirements? yes ___ no ___

Grants Administrator: _____

Company Name	Person Contacting	Phone Number	Fax Number	Delivery Time	Notes
CSA	JOHN CZEGLA	1-800-285-0762	1-904-283-3892		

BIDDER #1	BIDDER #2	BIDDER #3

QTY	Unit of Measure	Description	Attach detailed descriptions on a separate page (if applicable)	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL
		See attached contract for details							
		Computer services agreement for Treasurer, Assessor, Auditor, & Depts. Tax			64,632.75		0.00		0.00
		For July 1, 2006 to June 30, 2009.					0.00		0.00
		Services for data conversion for Assessor			4,000.00		0.00		0.00
		Subtotal			68,632.75		0.00		0.00
		Freight (if applicable)					0.00		0.00
		Sales Tax (5%)					0.00		0.00
		GRAND TOTAL			\$68,632.75		\$0.00		\$0.00

PROCUREMENT OFFICE USE ONLY:

Issued To: _____

PO # _____

Ordering Instructions: FAX MAIL DEPT E-MAIL _____

Copy of PO to: _____

software main

APR 4 2008 09:59

OCONEE COUNTY REQUISITION

Sections 1, 2, & 3 of applicable & 3 of applicable are to be filled out online prior to submitting the requisition to the Procurement Office. Requisitions received without complete information will be returned to the initiating dept for completion.

SECTION 1: GENERAL INFORMATION & DEPT HEAD SIGNATURE

(to be filled out & signed by initiating dept)

DATE: 3-28-08 INITIALING DEPT: 304

BUDGET CODE: 010 304 30056

AMOUNT APPROVED IN BUDGET CODE(S) ABOVE FOR THIS PURCHASE: \$56,381.42

(Note: You must fill in this section if all 3 are budget code other than computers, peripheral equipment, buildings & grounds.)

If your department has purchased this item(s) previously, fill in the previous PO #: _____

DELIVERY INSTRUCTIONS, as needed:

BY SIGNING BELOW, I CERTIFY THE FOLLOWING:

The items listed below are needed by this department for the sole use & benefit of Oconee

County and have been approved in my budget

Signature to Name
DEPARTMENT HEAD SIGNATURE (or approved designee)

SECTION 2: OTHER REQUIRED SIGNATURES

Signature
IT Dept. Engineer: Communications
etc. as to technical content

Funds Certification by the
Finance Office

SECTION 3: GRANTS USE ONLY

NAME OF GRANT: _____

DEADLINE TO SPEND FUNDS: _____

(Note: You must fill in this section if using grants/funds or any other funds that have a deadline for issuing a PO.)

Are there any special bidding requirements? yes no

County Approval: _____

QTY	Unit of Measure	Description	BIDDER #1		BIDDER #2		BIDDER #3	
			Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL
		Company Name						
		Person Quoting						
		Phone Number						
		Fax Number						
		Delivery Time						
		Notes						
		Attach detailed descriptions on a separate page (if applicable)						
		See attached contract for details						
		CIDR processing for Treasurer Section 3 of attached agreement		11,050.00		0.00		0.00
		amount can vary depending on number of vehicle renewals sent from DMV						0.00
		Subtotal		11,050.00		0.00		0.00
		Freight (if applicable)				0.00		0.00
		Sales Tax (6%)				0.00		0.00
		GRAND TOTAL		\$11,050.00		\$0.00		\$0.00

PROCUREMENT OFFICE USE ONLY:

Issued To: _____ Copy of PO to: _____

PO #: _____

Ordering Instructions: FAX MAIL DEPT E-MAIL

software main

main



OCONEE COUNTY
415 S. PINE STREET
WALHALLA, SC 29691

**COMPUTER SERVICES AGREEMENT FOR TREASURER,
ASSESSOR, AUDITOR, & DELINQUENT TAX
FISCAL YEAR JULY 1, 2008 - JUNE 30, 2009**

This Computer Services Agreement (the "Agreement") made and entered into as of the _____ day of _____, 2008, by and between J. M. Smith Corporation d/b/a QS/I and OCONEE COUNTY.

By: John Ezell
QS/I
February 28, 2008



There are many changes being discussed for 2008 - 2009 concerning property taxes in South Carolina. We at QS/I try to keep up and stay ahead of these changes for our local government customers. We cannot anticipate the massive changes that may occur with the General Assembly this tax year. We will, however, work with your county to make any and all changes in the tax structure as smooth as possible.

This contract is based on processing taxes the same way that 2007 taxes were processed. If major changes are required in the tax system, we will calculate a cost to accomplish these changes and submit a contract to you for this cost for you to approve. As always, we will try to keep any cost for new legislative changes as low as we possibly can.



1. Services for the Tax Offices

Auditor, Treasurer, and Delinquent Tax

Vehicle Valuing Process	70,000 @ .1066	\$7,462.00
Real Motor Valuing Process		\$403.52
Convert DOR Merchants Data		\$268.62
Convert DOR Manufacturer's Data		\$268.62
Process Legal Residence Exemption		\$268.62
Furniture Letters, Fixtures, Aircraft Letters		\$130.92
Process Lender Data	1 @ 364.00	\$328.00
List Mobile Home Titles Current Year for SCDMV		\$127.73
List Mobile Home Titles Combined Years		\$383.20
Produce, Process, & Print Vehicle Notices	70,000 @ .1981	\$13,867.00
Vehicle Laser Overlay		\$617.04
Produce, Process, & Print Real & Personal Laser Notices	75,000 @ .1981	\$14,857.50
Real & Personal Laser Form Overlay		\$617.04
Produce, Process, & Print Laser Notice of Execution	7,000 @ .3640	\$2,548.00
Produce, Process & Print Execution Notice Copy	7000 @ .1455	\$1,019.20
Execution Laser Notice Overlay		\$617.04
Produce, Process, & Print Certified Mailer Notices	4,000 @ .3640	\$1,456.00
Produce, Process, & Print Certified Notice Copy	4,000 @ .1455	\$582.40
Certified Mailer Laser Overlay		\$617.04
Produce, Process, & Print Treasurer's Laser Digest	70,000 @ .0406	\$2,842.00
Produce, Process, & Print Auditor Fall Tax Digest	75,000 @ .0406	\$3,045.00
Produce, Process, & Print Treasurer's Closure Digest	75,000 @ .0406	\$3,045.00
Produce, Process, & Print Delinquent Unpaid Digest	8,000 @ .0406	\$324.80
Produce, Process, & Print Reminder Notices	8,000 @ .1981	\$1,584.80
Assistance for Fall Calculation	1 @ 832.00	\$1,664.00
Process Homestead Exemption		\$268.62
Process First Time Issues Monthly	12 @ 130.00	\$1,560.00
Produce, Process, & Print Auditor Vehicle Digest	70,000 @ .0406	\$2,842.00
Refund Print Overlay		\$617.04

Total \$64,832.75



2. Services for the Assessor's Office

Assessor Data conversion for Fall Property Taxes

These prices are based on the following requirements. If there are any changes to these requirements (process or files), QS/1 will provide an updated agreement to reflect the needed changes.

The County will provide QS/1 with the following:

1. An Assessor Real Estate and Mobile Home file(s) in the same layout as provided last year (for 2007 fall taxes) or a layout that has been approved by QS/1. The County will deliver these files to QS/1 via email, FTP or some other electronic means.
2. The County will provide totals by class and district to QS/1 for balancing purposes.
3. The County will provide to QS/1 some sample detail information on 10 - 20 parcels for detail verification (name, address, classifications, counts, values, assessments). This information may be mailed, faxed or emailed to QS/1.

QS/1 will convert, balance and verify the data. Then QS/1 will load the data onto the Tax Computer in the County for further processing by the County Auditor.

Cost of Processing per iteration \$2,000 x 2 (estimated) = \$4,000

3. Services for Treasurer

CIDR Processing	63,000 @ .17	\$11,050.00
		Total \$11,050.00



3. Summary of Charges

1. Services for the Tax Offices	\$64,632.75
2. Services for the Assessor's Office	\$4,000.00
Services Total	\$68,632.75
3. CTR Processing	\$11,050.00
4. 2008 Tax Refund	\$22,048.00
Grand Total	\$101,730.75

4. Governing Law and Jurisdiction

This Agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this Agreement shall be South Carolina.

5. No Third-Party Beneficiary

It is specifically agreed between the parties executing this Agreement that it is not intended by reason of any of the provisions of any part of this Agreement to establish in favor of the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

6. Express Warranties, Disclaimers and Damage Limits

(a) Limited Express Warranty. QS/I warrants that it will perform the computer services described in this Agreement in accordance with the understandings of the parties as expressed in this Agreement.

(b) **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

(c) Right to Damages Limited. Under no circumstances will QS/I be liable for incidental, special, punitive or consequential damages whether under warranty, tort, contract, strict liability or otherwise.



7. Complete Agreement

This Agreement cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices and understandings between the parties pertaining to the matters covered in this Agreement, and contains the entire agreement between the parties. No obligations, agreements or understandings shall be implied from any of the terms and provisions of this Agreement, all obligations, agreements and understandings with respect to the subject matter hereof being expressly set forth herein. No representations or statements, other than those expressly set forth in this Agreement were relied upon by the parties in entering into this Agreement. No amendment, modification or waiver of, addition to, or deletion from the terms of this Agreement will be effective unless reduced to writing and signed by representatives of both parties with actual authority to bind the parties.

8. Terms

Invoices will be billed at the end of the month. Your account must be paid by the 15th of the following month. Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).

9. Signature

Please have the authorized person sign both copies and return them to QS/1. QS/1 will sign both copies and return one signed contract to you.

J M SMITH CORPORATION
d/b/a QS/1

BY: *John Ezell*
John Ezell

BY: _____
GCONEE COUNTY

TTS: *Account Representative*

TTS: _____

DATE: *3-24-08*

DATE: _____



OCONEE COUNTY
415 S. PINE STREET
WALHALLA, SC 29691

**COMPUTER SERVICES AGREEMENT FOR TREASURER,
ASSESSOR, AUDITOR, & DELINQUENT TAX
FISCAL YEAR JULY 1, 2008 - JUNE 30, 2009**

This Computer Services Agreement (the "Agreement") made and entered into as of the _____ day of _____, 2008, by and between J. M. Smith Corporation d/b/a QS/I and OCONEE COUNTY.

By: John Ezell
QS/I
February 28, 2008



There are many changes being discussed for 2008 - 2009 concerning property taxes in South Carolina. We at QS/I try to keep up and stay ahead of these changes for our local government customers. We cannot anticipate the massive changes that may occur with the General Assembly this tax year. We will, however, work with your county to make any and all changes in the tax structure as smooth as possible.

This contract is based on processing taxes the same way that 2007 taxes were processed. If major changes are required in the tax system, we will calculate a cost to accomplish these changes and submit a contract to you for this cost for you to approve. As always, we will try to keep any cost for new legislative changes as low as we possibly can.



1. Services for the Tax Offices

Auditor, Treasurer, and Delinquent Tax

Vehicle Valuing Process	70,000 @ .1066	\$7,462.00
Boat / Motor Valuing Process		\$403.53
Convert DOR Merchants Data		\$268.62
Convert DOR Manufacturer's Data		\$268.62
Process Legal Residence Exemption		\$268.62
Furniture Letters, Fixtures, Aircraft Letters		\$130.92
Process Lender Data	2 @ 364.00	\$728.00
List Mobile Home Titles Current Year for SCDMV		\$127.73
List Mobile Home Titles Combined Years		\$383.20
Produce, Process, & Print Vehicle Notices	70,000 @ .1981	\$13,867.00
Vehicle Laser Overlay		\$617.04
Produce, Process, & Print Real & Personal Laser Notices	75,000 @ .1981	\$14,857.50
Real & Personal Laser Form Overlay		\$617.04
Produce, Process, & Print Laser Notice of Execution	7,000 @ .3640	\$2,548.00
Produce, Process & Print Execution Notice Copy	7,000 @ .1456	\$1,019.20
Execution Laser Notice Overlay		\$617.04
Produce, Process, & Print Certified Mailer Notices	4,000 @ .3640	\$1,456.00
Produce, Process, & Print Certified Notice Copy	4,000 @ .1456	\$582.40
Certified Mailer Laser Overlay		\$617.04
Produce, Process, & Print Treasurer's Laser Digest	70,000 @ .0406	\$2,842.00
Produce, Process, & Print Auditor Fall Tax Digest	75,000 @ .0406	\$3,045.00
Produce, Process, & Print Treasurer's Closeout Digest	75,000 @ .0406	\$3,045.00
Produce, Process, & Print Delinquent Unpaid Digest	8,000 @ .0406	\$324.80
Produce, Process, & Print Reminder Notices	8,000 @ .1981	\$1,584.80
Assistance for Fall Calculation	2 @ 832.00	\$1,664.00
Process Homestead Exemption		\$268.62
Process First Time Issues Monthly	12 @ 130.00	\$1,560.00
Produce, Process, & Print Auditor Vehicle Digest	70,000 @ .0406	\$2,842.00
Refund Print Overlay		\$617.04
		<u>Total</u> \$64,632.75



2. Services for the Assessor's Office

Assessor Data conversion for Fall Property Taxes

These prices are based on the following requirements. If there are any changes to these requirements (process or files), QS/I will provide an updated agreement to reflect the needed changes.

The County will provide QS/I with the following:

1. An Assessor Real Estate and Mobile Home file(s) in the same layout as provided last year (for 2007 fall taxes) or a layout that has been approved by QS/I. The County will deliver these files to QS/I via email, FTP or some other electronic means.
2. The County will provide totals by class and district to QS/I for balancing purposes.
3. The County will provide to QS/I some sample detail information on 10 - 20 parcels for detail verification (name, address, classifications, counts, values, assessments). This information may be mailed, faxed or emailed to QS/I.

QS/I will convert, balance and verify the data. Then QS/I will load the data onto the Tax Computer in the County for further processing by the County Auditor.

Cost of Processing per revision	\$2,000 x 2 (estimated) = \$4,000
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3. Services for Treasurer

CDR Processing	65,000 @ .17	<u>\$11,050.00</u>
		Total: \$11,050.00



3. Summary of Charges

1. Services for the Tax Offices	\$64,632.75
2. Services for the Assessor's Office	\$4,000.00
Services Total	\$68,632.75
3. CDR Processing	\$11,050.00
4. 2008 Tax Reform	\$32,048.00
Grand Total	\$101,730.75

4. Governing Law and Jurisdiction

This Agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this Agreement shall be South Carolina.

5. No Third-Party Beneficiary

It is specifically agreed between the parties executing this Agreement that it is not intended by reason of any of the provisions of any part of this Agreement to establish in favor of the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

6. Express Warranties, Disclaimers and Damage Limits

(a) Limited Express Warranty. QS/I warrants that it will perform the computer services described in this Agreement in accordance with the understandings of the parties as expressed in this Agreement.

(b) **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

(c) Right to Damages Limited. Under no circumstances will QS/I be liable for incidental, special, punitive or consequential damages whether under warranty, tort, contract, strict liability or otherwise.



7. Complete Agreement

This Agreement cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices and understandings between the parties pertaining to the matters covered in this Agreement, and contains the entire agreement between the parties. No obligations, agreements or understandings shall be implied from any of the terms and provisions of this Agreement, all obligations, agreements and understandings with respect to the subject matter hereof being expressly set forth herein. No representations or statements, other than those expressly set forth in this Agreement were relied upon by the parties in entering into this Agreement. No amendment, modification or waiver of, addition to, or deletion from the terms of this Agreement will be effective unless reduced to writing and signed by representatives of both parties with actual authority to bind the parties.

8. Terms

Invoices will be billed at the end of the month. Your account must be paid by the 15th of the following month. Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).

9. Signature

Please have the authorized person sign both copies and return them to QS/I. QS/I will sign both copies and return one signed contract to you.

J.M. SMITH CORPORATION

d/b/a QS/I

BY: John Ezell

John Ezell

BY: _____

OCONEE COUNTY

TTS: Account Representative TTS: _____

DATE: 3-27-08

DATE: _____



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: APRIL 15, 2008
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

To review the Oconee County Tax Center Forms and/or Supplies Agreement for Fiscal Year July 1, 2008 – June 30, 2009

BACKGROUND OR HISTORY:

This is a yearly contract for the Auditor, Delinquent Tax and Treasurer. The contract covers all forms necessary for the preparation and collection of vehicle and real estate tax notices.

SPECIAL CONSIDERATIONS OR CONCERNS:

If the forms are not ordered all tax notices for the 2008 tax year will be delayed. This affects both the county and school operations.

STAFF RECOMMENDATION:

The department heads affected by the Computer Tax Center recommend that County Council approve funding of this contract to Smith Data Processing.

FINANCIAL IMPACT:

The total cost for all departments is \$29,611.13; this amount is to be encumbered out of line item 010-304-40032.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

ATTACHMENTS

Submitted or Prepared By:


Linda B. Nix
Department Head/Elected Official

Approved for Submittal to Council:


Dale Surratt, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Grants

C: Clerk to Council

Agenda Items Summary to be submitted to Administrator for review / approval no later than close of business on Wednesday prior to a Council meeting.

11/11/11



www.qstac.com

Oconee County County Courthouse Walhalla, SC 29691

Forms and/or Supplies Agreement Fiscal Year July 1, 2008 – June 30, 2009

This Forms and/or Supplies Agreement (the "Agreement") made and entered into as of the _____ day of _____, 2008, by and between J M Smith Corporation d/b/a QS/I and Oconee County.

*By: John Ezell
QS/I Governmental Solutions
February 27, 2008*



Laws regarding property taxes may be changed for 2008 taxes. Forms required in the printing of property taxes may be changed due to state regulation. However, your inventory of the forms currently being used for property taxes should be ordered before the legislation adjourns for 2008. The order process includes bidding, design, or request changes, proofs, production and delivery. From start to finish, the order process takes several months.

On April 8, 2008 the forms order will be submitted to the forms companies. Shortly thereafter, QS/I will bring proofs to your county departments for signature approval. Alterations to the proofs may be made by the customer. Charges for the proof alteration will be billed to the county. Proof alteration charges depend on the amount of change made. The minimum charge is \$50.00.

These prices are based on placing your forms order by April 8, 2008 in combination with 25 other counties. These forms will be released for manufacture when the 2008 session of the General Assembly adjourns. Approximate delivery dates are June 30, 2008 through July 31, 2008. These forms will be invoiced to you and payable when they arrive.

In the event that the General Assembly mandates changes that affect the tax forms – the quantities, prices, forms and delivery dates in this contract may be invalid. In such an event, QS/I will prepare for the County's consideration new proofs and a new, revised contract that will replace this contract.



**I. Forms and/or Supplies to be Supplied by QS/1
 Auditor**

FORM CODE	FORMS AND/OR SUPPLIES DESCRIPTION	FORM SIZE	#OF PARTS	QTY	PRICE	UNIT	TOTAL
ADL	AUDITOR DIGEST-LASER	14" X 17"	1	2,500 @	\$70.50	M	\$176.25
PRIN	PRESSURE SEAL REAL-ESTATE TAX NOTICES	8 1/2" X 14"	1	80,000 @	\$62.30	M	\$4,984.00
PVIN	PRESSURE SEAL VEHICLE TAX NOTICES	8 1/2" X 14"	1	80,000 @	\$62.30	M	\$4,984.00
RBL	REAL-ESTATE BINDERS-LASER			4 @	\$65.50	EA	\$262.00
RIDL	REAL-ESTATE INDEX BINDERS-LASER			1 @	\$65.10	SET	\$65.10
SL	SUPPLEMENTAL TAX NOTICES, LASER	8 1/2" X 11"	1	DO NOT ORDER		M	\$0.00
VBL	VEHICLE BINDER-LASER			3 @	\$65.50	EA	\$196.50
VDL	VEHICLE DIGEST-LASER	14" X 17"	1	3,000 @	\$70.50	M	\$211.50
VMDI	VEHICLE MONTHLY DIVIDERS-LASER			1 @	\$25.30	SET	\$25.30
ANWE	AUDITOR NO WINDOW ENVELOPES	#10		DO NOT ORDER		M	\$0.00
AWE	AUDITOR WINDOW ENVELOPES	#10		5,000 @	\$31.40	M	\$157.00
SUB TOTAL							\$11,061.65
SALES TAX 6%							\$663.70
FREIGHT							\$1,103.25
TOTAL							\$12,828.60



Assessor

FORM CODE	FORMS AND/OR SUPPLIES DESCRIPTION	FORM SIZE	#OF PARTS	QTY	PRICE	UNIT	TOTAL
AAC	RESIDENTIAL APPRAISAL FORMS	9 1/2" X 11"	2	DO NOT ORDER		M	\$0.00
AAM	APPRAISAL & ASSESSMENT NOTICE MAILERS	10" X 5 1/2"	3	DO NOT ORDER		M	\$0.00
AEC	AGRICULTURAL APPRAISAL FORMS	9 1/2" X 11"	2	DO NOT ORDER		M	\$0.00
NWE	NO WINDOW ENVELOPES	#0		DO NOT ORDER		M	\$0.00
WE	WINDOW ENVELOPES	#0		DO NOT ORDER		M	\$0.00
SUB-TOTAL:							\$0.00
SALES TAX:						6%	\$0.00
FREIGHT:							\$0.00
TOTAL:							\$0.00



Treasurer

FORM CODE	FORMS AND/OR SUPPLIES DESCRIPTION	FORM SIZE	NO. PARTS	QTY	PRICE	UNIT	TOTAL
MR	MISCELLANEOUS RECEIPTS	9 1/2" X 4"	3	DO NOT ORDER		M	\$0.00
RBI	REAL ESTATE BINDERS-LASER			4 @	\$65.50	EA	\$262.00
TDL	TREASURER DIGEST-LASER	14" X 17"	1	2,500 @	\$70.50	M	\$176.25
TMR	TAX RECEIPT MAILERS	40 3/8" X 8"	4	200,000 @	\$88.90	M	\$8,690.00
TRI	TAX RECEIPTS-EASER	8 1/2" X 3 1/2"	1	110,000 @	\$18.22	M	\$2,004.20
TRNL	REMEMBER NOTICE POST CARDS, LASER	8 1/2" X 3 1/2"	1	5,000 @	\$78.10	M	\$390.50
VBI	VEHICLE BINDER-LASER			3 @	\$65.50	EA	\$196.50
VDL	VEHICLE DIGEST-LASER	14" X 17"	1	3,000 @	\$70.50	M	\$211.50
VMDI	VEHICLE MONTHLY DIVIDERS-LASER			1 @	\$25.30	SET	\$25.30
TNWE	TREASURER NO WINDOW ENVELOPES	#10		DO NOT ORDER		M	\$0.00
TWE	TREASURER WINDOW ENVELOPES	#10		25,000 @	\$31.40	M	\$785.00
SUB-TOTAL:							\$12,741.25
SALES TAX 6%:							\$764.48
FREIGHT:							\$846.75
TOTAL:							\$14,352.48



Treasurer

(To be ordered later)

FORM CODE	FORMS AND/OR SUPPLIES DESCRIPTION	FORM SIZE	NOE PARTS	QTY	PRICE	UNIT	TOTAL	
NTR	MISCELLANEOUS RECEIPTS	9 1/2" X 4"	3	10,000	②	\$41.91	M	\$419.10
							SUB-TOTAL:	\$419.10
							SALES TAX: 6%	\$25.15
							FREIGHT:	\$20.00
							TOTAL:	\$464.25



Delinquent Tax

FORM CODE	FORMS AND/OR SUPPLIES DESCRIPTION	FORM SIZE	NO. PARTS	QTY	PRICE	UNIT	TOTAL
DRL	DELINQUENT TAX RECEIPTS, LASER	8 1/2" X 11"	1	DO NOT ORDER		M	\$0.00
DRNL	DELINQUENT REMINDER NOTICE POSTCARDS, LASER	6" X 8 3/4"	1	4,000 @	\$28.10	M	\$312.40
NLL	OBED. POSTING SIGNS-LEVY & SEIZURE, LASER, CO. LB	8 1/2" X 11"	1	DO NOT ORDER		M	\$0.00
PDMC	PRESSURE SEAL DELINQUENT MAIL CERTIFIED	8 1/2" X 14"	1	5,000 @	\$115.00	EA	\$575.00
PDUN	PRESSURE SEAL DELINQUENT TAX NOTICES	8 1/2" X 14"	1	8,000 @	\$63.50	M	\$498.40
RBL	REAL-ESTATE BINDERS-LASER			1 @	\$65.50	EA	\$65.50
RIDL	REAL-ESTATE INDEX OPIDERS-LASER			1 @	\$65.10	SET	\$65.10
NWE	NO WINDOW ENVELOPES	#50		DO NOT ORDER		M	\$0.00
DWE	DELINQUENT WINDOW ENVELOPES	#10		5,000 @	\$31.40	M	\$157.00
SUB-TOTAL							\$1,673.40
SALES TAX 6%							\$100.40
FREIGHT							\$192.00
TOTAL							\$1,965.80



Summary

Auditor	\$12,828.60
Assessor	\$0.00
Treasurer	\$14,352.48
Treasurer (Order later)	\$464.25
Delinquent Tax	\$1,965.80
Total	\$29,611.13



2. Governing Law and Jurisdiction

This Agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this Agreement shall be South Carolina.

3. No Third-Party Beneficiary

It is specifically agreed between the parties executing this Agreement that it is not intended by reason of any of the provisions of any part of this Agreement to establish in favor of the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

4. Express Warranties, Disclaimers and Damage Limits

- (a) Limited Express Warranty: QS/1 warrants that it will supply the forms and/or supplies described in this Agreement in accordance with the understandings of the parties as expressed in this Agreement.
- (b) **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- (c) Right to Damages Limited: Under no circumstances will QS/1 be liable for incidental, special, punitive or consequential damages whether under warranty, tort, contract, strict liability or otherwise.

5. Complete Agreement

This Agreement cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices and understandings between the parties pertaining to the matters covered in this Agreement, and contains the entire agreement between the parties. No obligations, agreements or understandings shall be implied from any of the terms and provisions of this Agreement, all obligations, agreements and understandings with respect to the subject matter hereof being expressly set forth herein. No representations or statements, other than those expressly set forth in this Agreement were relied upon by the parties in entering into this Agreement. No amendment, modification or waiver of, addition to, or deletion from the terms of this Agreement will be effective unless reduced to writing and signed by representatives of both parties with actual authority to bind the parties.

6. Terms

Invoices will be billed at the end of the month. Your account must be paid by the 15th of the following month. Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).



7. Signature

Please have the authorized person sign both copies and return them to QS/1. QS/1 will sign both copies and return one signed contract to you.

JM Smith Corporation
d/b/a QS/1

Oconee County

By: _____

John Ezell
John Ezell

By: _____

ITS: _____

Account Representative

Title: _____

Date: _____

February 27, 2008

Date: _____





Governmental Solutions

Oconee County County Courthouse Walhalla, SC 29691

Forms and/or Supplies Agreement Fiscal Year July 1, 2008 – June 30, 2009

This Forms and/or Supplies Agreement (the "Agreement") made and entered into as of the _____ day of _____, 2008, by and between I M Smith Corporation d/b/a QS/1 and Oconee County.

*By: John Ezell
QS/1 Governmental Solutions
February 27, 2008*



Laws regarding property taxes may be changed for 2008 taxes. Forms required in the printing of property taxes may be changed due to state regulation. However, your inventory of the forms currently being used for property taxes should be ordered before the legislation adjourns for 2008. The order process includes bidding, design, or request changes, proofs, production and delivery. From start to finish, the order process takes several months.

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In the event that the General Assembly mandates changes that affect the tax forms – the quantities, prices, forms and delivery dates in this contract may be invalid. In such an event, QS/1 will prepare for the County's consideration new proofs and a new, revised contract that will replace this contract.



1. Forms and/or Supplies to be Supplied by QS/I

Auditor

FORM CODE	FORMS AND/OR SUPPLIES DESCRIPTION	FORMS SIZE	AOF PARTS	QTY	PRICE	UNIT	TOTAL
ADL	AUDITOR DIGEST-LASER	14" X 17"	1	2,500 @	\$70.50	M	\$176.25
PRTN	PRESSURE SEAL REAL-ESTATE TAX NOTICES	8 1/2" X 14"	1	80,000 @	\$62.30	M	\$4,984.00
PVTN	PRESSURE SEAL VEHICLE TAX NOTICES	8 1/2" X 14"	1	80,000 @	\$62.30	M	\$4,984.00
RRL	REAL-ESTATE BONDERS-LASER			4 @	\$65.50	EA	\$262.00
RIDL	REAL-ESTATE INDEX DIVIDERS-LASER			1 @	\$65.10	SET	\$65.10
SI	SUPPLEMENTAL TAX NOTICES, LASER	8 1/2" X 14"	1	DO NOT ORDER		M	\$0.00
VBL	VEHICLE BINDER-LASER			1 @	\$65.50	EA	\$196.50
VBI	VEHICLE DIGEST-LASER	14" X 17"	1	3,000 @	\$70.50	M	\$211.50
VMDL	VEHICLE MONTHLY DIVIDERS-LASER			1 @	\$25.30	SET	\$25.30
ANWR	AUDITOR NO-WINDOW ENVELOPES	#10		DO NOT ORDER		M	\$0.00
AWE	AUDITOR WINDOW ENVELOPES	#10		5,000 @	\$31.40	M	\$157.00
						SUB-TOTAL	\$11,061.65
						SALES TAX 6%	\$663.70
						FREIGHT	\$1,103.25
						TOTAL	\$12,828.60



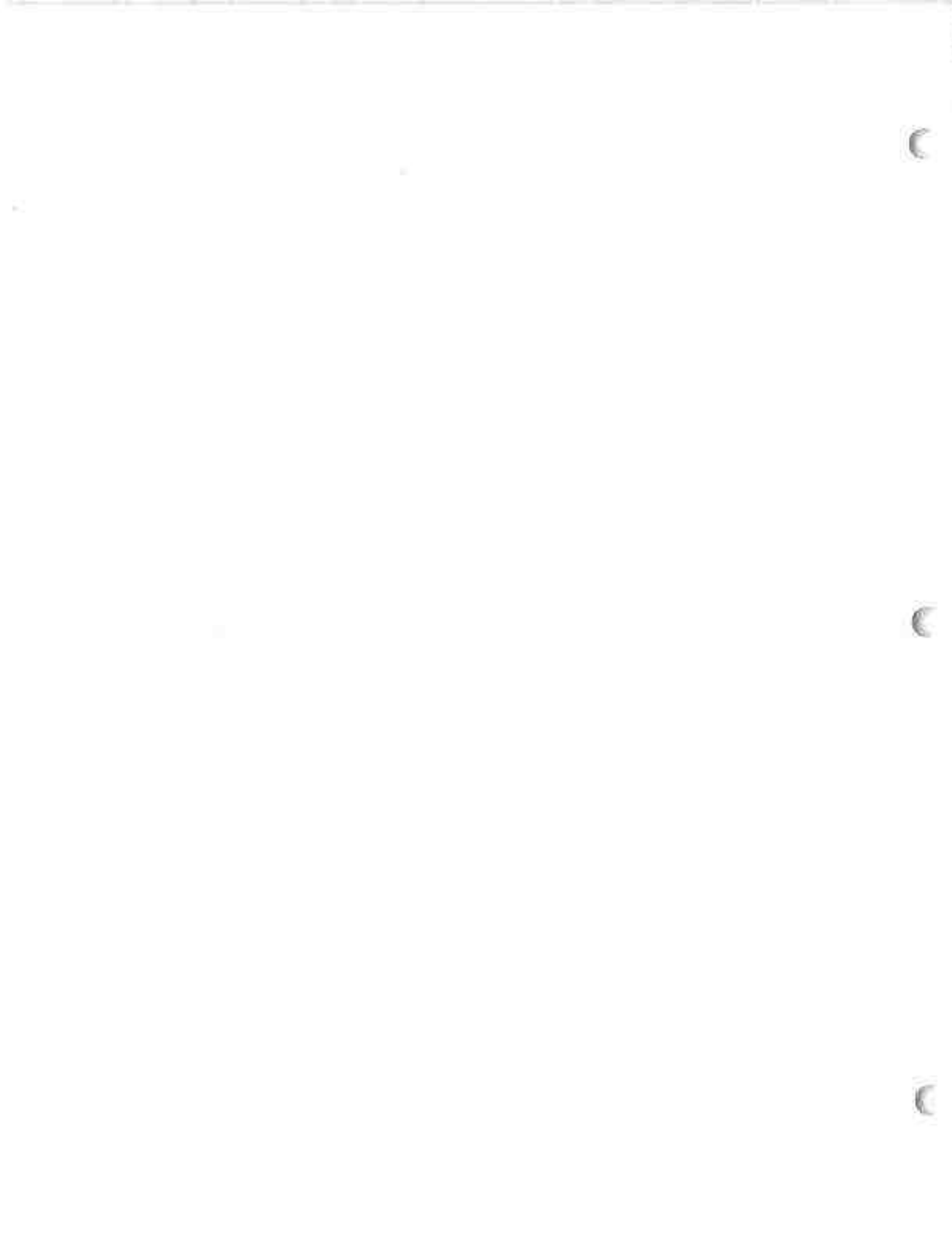
Assessor

FORM CODE	FORMS AND/OR SUPPLIES DESCRIPTION	FORM SIZE	QTY PARTS	QTY	PRICE	UNIT	TOTAL
AAC	RESIDENTIAL APPRAISAL FORMS	9 1/2" X 11"	1	DO NOT ORDER		M	\$0.00
AAM	APPRAISAL & ASSESSMENT NOTICE MAILERS	10" X 5 1/2"	3	DO NOT ORDER		M	\$0.00
AAC	AGRICULTURAL APPRAISAL FORMS	9 1/2" X 11"	2	DO NOT ORDER		M	\$0.00
NWE	NO WINDOW ENVELOPES	#10		DO NOT ORDER		M	\$0.00
WE	WINDOW ENVELOPES	#10		DO NOT ORDER		M	\$0.00
SUB-TOTAL							\$0.00
SALES TAX 5%							\$0.00
FREIGHT							\$0.00
TOTAL							\$0.00



Treasurer

FORM CODE	FORMS AND/OR SUPPLIES DESCRIPTION	FORM SIZE	#OF PARTS	QTY	PRICE	UNIT	TOTAL
MR	MISCELLANEOUS RECEIPTS	9 1/2" X 4"	5	DO NOT ORDER		M	\$0.00
RBL	REAL ESTATE BINDERS-LASER			4 @	\$65.50	EA	\$262.00
TDL	TREASURER DIGEST-LASER	14" X 17"	1	2,500 @	\$70.50	M	\$176.25
TMR	TAX RECEIPT MAILERS	11 1/2" X 8"	4	100,000 @	\$86.90	M	\$8,690.00
TRE	TAX RECEIPTS-LASER	8 1/2" X 11"	1	110,000 @	\$18.22	M	\$2,004.20
TRNL	REMINDER NOTICE POST CARDS, LASER	6" X 8 1/4"	1	5,000 @	\$78.10	M	\$390.50
NBL	VEHICLE BINDER-LASER			3 @	\$65.50	EA	\$196.50
NDL	VEHICLE DIGEST-LASER	14" X 17"	1	3,000 @	\$70.50	M	\$211.50
VM01	VEHICLE MONTHLY DIVIDERS-LASER			1 @	\$25.30	SET	\$25.30
TNWE	TREASURER NO WINDOW ENVELOPES	#10		DO NOT ORDER		M	\$0.00
TWE	TREASURER WINDOW ENVELOPES	#10		25,000 @	\$31.40	M	\$785.00
SUB TOTAL:							\$12,741.25
SALES TAX 6%:							\$764.48
FREIGHT:							\$846.75
TOTAL:							\$14,352.48



Treasurer

(To be ordered later)

FORM CODE	FORMS AND/OR SUPPLIES DESCRIPTION	FORM SIZE	#OF PAGES	QTY	PRICE	UNIT	TOTAL
MR	MISCELLANEOUS RECEIPTS	9 1/2" X 4"	3	10,000 @	\$41.91	M	\$419.10
SUB TOTAL:							\$419.10
SALES TAX: 6%							\$25.15
FREIGHT:							\$20.00
TOTAL:							\$464.25



Delinquent Tax

FORM CODE	FORMS AND/OR SUPPLIES DESCRIPTION	FORM SIZE	#OF PARTS	QTY	PRICE	COST	TOTAL
DRU	DELINQUENT TAX RECEIPTS, LASER	8 1/2" X 11"	1	DO NOT ORDER		M	\$0.00
DRNL	DELINQUENT REMINDER NOTICE POST CARDS, LASER	8" X 8 1/4"	1	4,000 @	\$78.30	M	\$312.40
NLL	DELQ. POSTING SIGNS-LEVY & SEIZURE, LASER 106 LB.	8 1/2" X 11"	1	DO NOT ORDER		M	\$0.00
PDMC	PRESSURE SEAL DELINQUENT MAIL CERTIFIED	8 1/2" X 14"	1	5,000 @	\$115.00	EA	\$575.00
PDTN	PRESSURE SEAL DELINQUENT TAX NOTICES	8 1/2" X 14"	1	8,000 @	\$62.50	M	\$498.40
RBL	REAL-ESTATE BINDERS-LASER			1 @	\$65.50	EA	\$65.50
RBI	REAL-ESTATE INDEX DIVIDERS-LASER			1 @	\$65.10	SET	\$65.10
NWE	NO WINDOW ENVELOPES	#10		DO NOT ORDER		M	\$0.00
DWE	DELINQUENT WINDOW ENVELOPES	#10		5,000 @	\$31.40	M	\$157.00
SUB-TOTAL:							\$1,673.40
SALES TAX 6%							\$100.40
FREIGHT							\$192.00
TOTAL							\$1,965.80



Summary

Auditor	\$12,828.60
Assessor	\$0.00
Treasurer	\$14,352.48
Treasurer (Order later)	\$464.25
Delinquent Tax	\$1,965.80
Total	\$29,611.13



2. Governing Law and Jurisdiction

This Agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this Agreement shall be South Carolina.

3. No Third-Party Beneficiary

It is specifically agreed between the parties executing this Agreement that it is not intended by reason of any of the provisions of any part of this Agreement to establish in favor of the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

4. Express Warranties, Disclaimers and Damage Limits

- (a) Limited Express Warranty. OS/1 warrants that it will supply the forms and/or supplies described in this Agreement in accordance with the understandings of the parties as expressed in this Agreement.
- (b) **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- (c) Right to Damages Limited. Under no circumstances will OS/1 be liable for incidental, special, punitive, or consequential damages whether under warranty, tort, contract, strict liability or otherwise.

5. Complete Agreement

This Agreement cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices and understandings between the parties pertaining to the matters covered in this Agreement, and contains the entire agreement between the parties. No obligations, agreements or understandings shall be implied from any of the terms and provisions of this Agreement, all obligations, agreements and understandings with respect to the subject matter hereof being expressly set forth herein. No representations or statements, other than those expressly set forth in this Agreement were relied upon by the parties in entering into this Agreement. No amendment, modification or waiver of, addition to, or deletion from the terms of this Agreement will be effective unless reduced to writing and signed by representatives of both parties with actual authority to bind the parties.

6. Terms

Invoices will be billed at the end of the month. Your account must be paid by the 15th of the following month. Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).



7. Signature

Please have the authorized person sign both copies and return them to QS/I. QS/I will sign both copies and return one signed contract to you.

JM Smith Corporation
d/b/a QS/I

Oconee County

By:


John Ewell

By: _____

ITS:

Account Representative

Title: _____

Date:

February 27, 2008

Date: _____



AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 22, 2008
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Local Accommodations Tax-Arts & Historical grant to Walhalla Merchants Association for \$2,000.00 to be used to cover advertising the May Cultural Festival. Request approved by the Arts & Historical Committee on 04-03-08 by a unanimous vote.

BACKGROUND OR HISTORY:

Local Accommodations Tax funds are received monthly from the accommodations industry and according to Ordinance 2007-12, 25% of those funds are tourism related funds that are to be disbursed as annual grants to the Arts and Historical community through the Arts & Historical Commission to increase the ability of the grant recipient to attract or provide for tourists, as described in Ordinance 2007-12. All grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the PRT office until the grant is considered complete, and then it is filed in the PRT office.

STAFF RECOMMENDATION:

Approval of Grant Request

FINANCIAL IMPACT:

\$2,000.00 to be paid out of line item 013-705-90895. Current 25% Local Accommodations balance is \$19,356.27. If this grant is approved, the balance will be \$17,356.27.

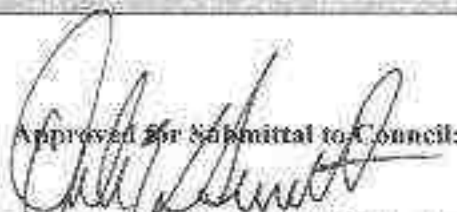
ATTACHMENTS:

Grant Request

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

PS Finance
C: Clerk to Council

VHL Grants

(Revised)

OCONEE COUNTY LOCAL ACCOMMODATIONS TAX GRANT APPLICATION FORM FOR TOURISM RELATED PROJECTS

I. APPLICANT

A. Name of Organization Walhalla Merchants Association

B. Address 120 E. Main St. Walhalla, SC 29691

C. _____

II. FUNDS REQUESTED

A. Local Accommodations Tax funds requested \$ 2000.00

B. How will these funds be used? Advertising outside of Oconee County on radio, magazines and newspapers. _____

C. Estimated percentage of costs directly attributed to attracting or serving tourists? 100%

D. Funds furnished by your organization N/A

Matching grant \$ N/A Source _____

Other Funding \$ _____ Source _____

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 May Cultural Festival

B. Description of project Arts & Crafts Vendors, Food Vendors, and Entertainment

C. Who will benefit from this project? Merchants, tourists, restaurants, and lodging

IV. DATES OF PROJECT

Beginning May 9, 2008 Ending May 10, 2008

V. APPLICANT CATEGORY

Government Entity: Walhalla Chamber of Commerce

Non-profit Organization: Incorporation date April 20, 1992



Eleemosynary Organization under IRS Code: IRS # 24015769-1

Date of Determination Letter April 20, 1992

VI. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County? This Event will attract about 5000 to Oconee County.

How many visitors/participants attended the event last year and are anticipated this year? In 2006 it attracted over 5000. We did not have a May Festival in 2007.

How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year? 2500

How many overnight stays were created by this event last year and are anticipated this year? 10-15

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

Newspapers, magazines and radio.

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)
Guest logs from merchants



2. 2



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)

Shop owners and accommodation owners will keep logs.

VII. AUDIT

Does your organization perform an independent audit? Yes No

Name of the Auditor
H & R Block for Walhalla
Chamber Of Commerce

I have read the guidelines for the Oconee County Local Accommodations Tax 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 Marlene Drake Title President of
Merchants Assoc.

Signature Marlene Drake Date 3/28/2008

Address 120 E. Main St. Walhalla, SC 29691



E-mail dojo9383@bellsouth.net Fax No. _____

Phone Number (s) 864-638-7700

B. Alternate Contact John Thomas Title Vice President

Address 120 E. Main St. Walhalla, SC

E-mail dojo9383@bellsouth.net Fax No. _____

Signature *John Thomas* Date 3/28/2008

Phone Number (s) 864-638-7700

**Grant Processing Report
FOR OFFICE USE ONLY**

Project Amount _____



CULTURAL FESTIVAL 2008

EXPENDITURES

Budget:	\$ 5746.04
Advertising:	\$2500.00
Entertainment:	2100.00
Insurance:	586.04
Misc. including postage, balloons, ribbon, helium tank, mailings, & flyers	800.00
Street & Trash clean up	250.00
Public facilities:	250.00

Anderson Independent
- Dianna Tomlin
- Golden Lander
- the Wandy
- The School
- Lumber

REVENUES

Arts & Craft Booths:	975.00
Food Vendors	510.00
Total	1485.00



Advertising for May Cultural Festival—2008

Oconee Today	\$275.00
Golden Corner Today	275.00
BE entertainment Magazine	275.00
WHLC-FM	292.50
Toccoa (GA) record	292.50
WNEG Radio	300.00
Anderson Independent Mail Newspaper	1050.00



AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 15, 2008
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Bid 07-22, Ten (10) 40 Yard Open Top Containers for Solid Waste

Award bid #07-22 to WasteQuip for the amount of \$45,800 for ten (10) 40-yard open top containers.

BACKGROUND OR HISTORY:

On April 3, 2008, formal sealed bids were opened for this equipment. Six companies were originally notified of this bid opportunity. Five companies submitted bids, with WasteQuip/L.M. of Duncan, SC submitting the lowest bid of \$45,800.

STAFF RECOMMENDATION:

Award bid #07-22 to WasteQuip for the amount of \$45,800 for ten (10) 40 yard open top containers.

FINANCIAL IMPACT:

In FY 07-08, \$45,800 (budget code 013-718-97051-00255) was awarded under the SC DHEC (Office of Solid Waste Reduction and Recycling Waste Tire Grant for the purchase of roll-off containers to be used for the collection of waste tires.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS

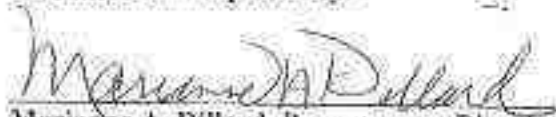
Are Matching Funds Available: None required.

If yes, who is matching and how much? N/A

ATTACHMENTS

1 Bid Tabulation

Submitted or Prepared By:



Marianne A. Dillard, Procurement Director

Approved for Submittal to Council:



Dale Surratt, County Administrator

Reviewed By/ Initials:

n/a County Attorney

psj Finance

VR Grants

C Clerk to Council

Agenda Items Summary to be submitted to Administrator for review / approval no later than close of business on Wednesday prior to a Council meeting.



Approved Budget Ordinance amount for this item: \$38,000
Budget Code 013.718.0200-30255

I hereby certify that to the best of my knowledge this
selection of bids is an honest

Marianne Dillard
Procurement Director

Bidders	Wastequip/PLM			NuLife Environmental Inc		Bakers Waste Equipment		Steeltron Industries Mfg	
Address	Duncan, SC			Easton, SC		Valdese, NC		Phoenix, AZ	
Approx City	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
10	Containers 40 yard open top roll-off	4,580.00	46,804.00	4,550.00	46,560.00	4,835.00	48,950.00	7,817.00	78,170.00
	Make and Model	Wastequip OT10HD		NuLife 32284NLSR		Bakers Waste RCR-40-27 HD		40 ROG Custom	
	Delivery	3-4 weeks ARO		3-4 weeks		3 weeks ARO		2R days	
Bidders	Ridex South LLC			Arnick Equipment					
Address	Greer, SC			Lexington, SC					
Approx City	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
15	Containers 40 yard open top roll-off	5,744.00	57,553.00	no bid					
	Make and Model	Ridex R0740							
	Delivery	4 to 6 weeks							
	Notes	price includes SC Sales Tax							



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 15, 2008
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Authorization for the Sheriff's Department to apply for the Bulletproof Vest Partnership offered by the US Department of Justice.

BACKGROUND OR HISTORY:

The Bulletproof Vest Partnership was created by the Bulletproof Vest Partnership Grant Act of 1998 and reauthorized in 2000. The purpose of this program is to protect the lives of law enforcement officers by helping states and units of local and tribal governments equip their law enforcement officers with armor vests. The Bulletproof Vest Partnership funds up to 50 percent of the cost of each vest purchased or replaced by law enforcement applicants.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Oconee County Sheriff's Department has bulletproof vests on a three year replacement schedule. As vests are eligible for replacement those costs will be submitted to the Bulletproof Vest Program for up to 50% reimbursement.

STAFF RECOMMENDATION:

Approval for Sheriff's Department to apply for Bulletproof Vest Partnership grant.

FINANCIAL IMPACT:

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes

If yes, who is matching and how much: The Oconee County Sheriff's Office has bulletproof vests on a three year replacement schedule. Purchased vests are coded to 010-101-50840-00000. Following purchase, all costs will be submitted to the Bulletproof Vest Program for up to 50% reimbursement.

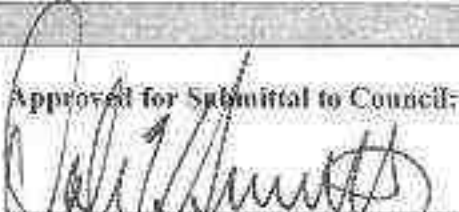
ATTACHMENTS

Submitted or Prepared By:

Veronda Holcombe-Lewis

Department Head/Elected Official

Approved for Submittal to Council:


Dale Surratt, County Administrator

Reviewed By/ Initials:

_____ County Attorney

 Finance

_____ Grants

C: Clerk to Council

Agenda Items Summary to be submitted to Administrator for review / approval no later than close of business on Wednesday prior to a Council meeting.



Boards & Commissions	Meeting Date to Appoint	George Blanchard District I	Tommy Crumpton District II	Mario Suarez District III	Marion Lyles District IV	Frank Ables District V	Delegation Office	Other
Aeronautics Commission	January 2012	Paul Mack	Dan Suddeth	Thomas Luke	Wayna Rholetter	Fred Golden	2012: Robert Edwards	
Anderson-Oconee Behavioral Health Services Commission	05-08	All need either appointment / re-appointment - requirements set forth in ORD 83-06 - Terms = 3 yrs Harold Alley, Wanda Long, Joan Black, Jere DuBois, Fred Hamilton, Billie Welsh, Robert Blasingame						
Arts & Historical Commission	March 2010	2010: Rick Bethea	2012: Luther Lyle	2010: Al Robinson	2012: Barbara Waters	2012: Henry Richardson		At Large: 2010: Jerry Bagwell & 2012: Stan Ducee
Assessment Appeals Board		N/A	N/A	N/A	N/A	N/A	Board Full	
ATAX Committee	06-08	All need either appointment / re-appointment - requirements set forth in ORD 98-01 - Terms = 3 yrs Geri Mc Swain, Gerald Foster, Ilene Sandy, Glenn Abbott, Barbara Laughter, Ginger Pope, Doyle Burton						
Building Codes Appeal Board	January 2011	2011: Roger Mize	2011: Neal Workman	2011: Sam Shaw	2011: Vinson Smith	2011: Forrest Fuller		
Disabilities & Special Needs Board of		N/A	N/A	N/A	N/A	N/A	Board Full	
Economic Development Commission	11-08	2012: Kim Alexander	2010: Harold Gibson	2010: Hank Field	2010: Sam Dickson	2010: Buddy G. Herding		
Emergency Services Commission	February 2011	2011: Roger Garst	2011: Jess Nevel	2011: Jay Heubergington	2011: Nick Williams	2011: Jim Miles		
Firemen's Insurance & Inspection Fund Board		2008: Larry Hardin, Dewitt Mize, Chris Smith, Richard Timms, Charles Bobby Williams						
Infrastructure Advisory Commission **	N/A	OC Apoint 3: Economic Development Director - two - at present - Art Holtbrinks/Planning, Brad Norton/County Attorney						
Keowee Fire Tax District Commission		All Members elected to 4 yr term in November General Election						
Library Board		2008: John Adams, Carol Baumgardner, Frank Montague, Jody Gaulin, Raymond Morrison, Biff Kennedy, Vicki Miller, Paul Johanson, Hector Torres (3-4 yr terms, 4-2 yr terms)						
Parks, Recreation & Tourism Commission	11-08	2011: Camille Terry	Vacant	2011: Wayne Frady	2009: Mildred Spearman	2009: John Carter		2011: Bettina George
Planning Commission	April 2009	2009: William Nelson	2009: Randy Abbott	2009: Bill Fvatt	2011: Tommy Abbott	2009: Ryan Horne		2009: Rex Ramsay
SC ACOG Board	N/A	N/A	N/A	N/A	N/A	N/A		2009: Marion Lyles
Sewer Commission		Council will no longer appoint						
Zoning Board of Appeals	04-08	2012: Gary Winters	2012: Sammy Lee	Vacant	2012: Clark Wilmont	2012: Eric Motin		At Large: 2012: Berry Nichols & Scott Foster

** Infrastructure Advisory Commission members serve until replaced

Council does not appoint this Board/Commission
 OPEN SEAT for this Board/Commission
 PAST DUE APPOINTMENT for Board/Commission



April 15, 2008

Gentlemen,

Mr. Paul Reckert, 235 White Pine Drive, Fair Play, SC 29643, 864-972-2073 approached me after the March 18, 2008 meeting requesting that he be considered for the At Large Seat on the Board of Zoning Appeals.

Mr. Reckert told me that he has previous zoning experience as he was the Chairman of the Zoning Board, Austin Town Township outside Youngstown Ohio for many years and also was the Chairman of the Zoning Appeals Board in the same jurisdiction. He stated he felt his previous experience would be of benefit to the board and county and asked for your consideration for appointment.



April 9, 2008

To: H. Frank Ables, Jr.
George Blanchard
Thomas S. Crumpton Jr.
Marion E. Lyles
Mario Suarez

Cc: Elizabeth G. Hulze
Art Holbrooks

Subject: Board of Zoning Appeals – At Large Member

The purpose of this communication is to express my interest in the At Large Seat on the Board of Zoning Appeals.

For the past several years I have been following the developments and actions of the Oconee County Planning Commission and County Council relative to the initiation of various land use strategies. I have attended most of the regularly scheduled meetings of both groups. Consequently the membership and activities of the Board of Zoning Appeals is of significant interest to me.

Implementation of zoning control is an important step for Oconee County, including a just and balanced appeals process. I believe I would be a positive addition to that Board.

As background, I have been a resident of Oconee County for ten years, retiring to this area from Michigan after 33 years at the Ford Motor Company where I managed a Quality and Market Research Department. My education includes a bachelor's degree in Physics and a master's degree in Business.

Since relocating to Oconee County I have become involved in several volunteer activities:

- Keep Oconee Beautiful Association (KOBA) – Chairperson for three years and currently serving as Treasurer
- Oconee County Republican Party (OCRCP) – previously District Director and currently Treasurer and State Executive Committeeman
- The Woods at Lake Keowee subdivision Home Owners Association - President for the past three years.

Attached is the completed Oconee County Council Questionnaire For Board/Commission form providing additional information.

Your consideration in this request is appreciated.



Phil Soper
306 Bay Hill Drive
West Union, SC 29696
885-0306
soper@charter.net



QUESTIONNAIRE FOR BOARD / COMMISSION

PLEASE PRINT.

[For all yes/no questions please circle appropriate answer.]

Name of Board / Commission to which you wish to be appointed / reappointed:

- | | |
|---|--|
| <input type="checkbox"/> Aeronautics Commission | <input type="checkbox"/> Anderson-Oconee Behavioral Health Services Commission |
| <input type="checkbox"/> Arts & Historical Commission | <input type="checkbox"/> Board of Assessment Appeals |
| <input type="checkbox"/> AT AX Commission | <input type="checkbox"/> Building Codes Appeal Board |
| <input type="checkbox"/> Economic Development Commission | <input type="checkbox"/> Firemen's Insurance & Inspection Fund Board |
| <input type="checkbox"/> Infrastructure Advisory Commission | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Parks, Recreation & Tourism Commission | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Solid Waste Commission | <input type="checkbox"/> Water Board |
| <input checked="" type="checkbox"/> Zoning Board of Appeals | |

Name: Phillip R. Soper

Home Address: 306 Bay Hill Drive West Union, SC 29696

Home Phone: 885-0306 Work Phone: _____ Cell Phone: 903-1717

Email Address: soper@charter.net

Legal Resident of Oconee County? Yes / No County Council District #: 1 2 3 4 5

Occupation: Retired Present Employer: _____

Employer's Address: _____

Please indicate which best describes the level of education you last completed:

- Some High School High School Graduate/GED Some College College Graduate
 Professional Degree [please specify]: Master's Degree in Business

Do you currently serve on any other state, county, city or community boards or commissions? Yes / No
 If yes, please list below:

- Keep Oconee Beautiful Association (KOBA)
- Oconee County Republican Party
- The Woods at Lake Keowee subdivision Home Owners Association

Do you have any interest in any business that has, is, or will do business with the County of Oconee?
 Yes / No If yes, please list below:

Do you have any potential conflict of interest or reason to routinely abstain from a vote for this board /
 commission: Yes / No If yes, please list below:

Are you currently serving as an appointed or elected official in any other jurisdiction? Yes / No
 If yes, please list below:

Summary of Qualifications or Experience that you feel would be beneficial to this board / commission:
 Thirty-three years at Ford Motor Co. managing Quality and Market Research Department. Attend most
 Oconee County Planning Commission and Council meetings providing better understanding of issues.

[Please return completed form to Clerk to Council, 415 N. Pine Street, Walhalla, SC 29691]

received
5/10/08



QUESTIONNAIRE FOR BOARD / COMMISSION

PLEASE PRINT

[For all yes/no questions please circle appropriate answer.]

Name of Board / Commission to which you wish to be appointed / reappointed:

- | | |
|---|--|
| <input type="checkbox"/> Aeronautics Commission | <input type="checkbox"/> Anderson-Oconee Behavioral Health Services Commission |
| <input type="checkbox"/> Arts & Historical Commission | <input type="checkbox"/> Board of Assessment Appeals |
| <input type="checkbox"/> AT&T Commission | <input type="checkbox"/> Building Code Appeal Board |
| <input type="checkbox"/> Economic Development Commission | <input type="checkbox"/> Firemen's Insurance & Inspector Fund Board |
| <input type="checkbox"/> Infrastructure Advisory Commission | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Parks, Recreation & Tourism Commission | <input checked="" type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Solid Waste Commission | <input type="checkbox"/> Water Board |
| <input checked="" type="checkbox"/> Zoning Board of Appeals | |

Name: CHARLES F SMITH
[First] [Middle/Maiden] [Last]

Home Address: 211 NORTH HARBORIC DR, SENECA, SC 29672-6622

Home Phone: (864) 888-8616 Work Phone: _____ Cell Phone: (864) 903-2604

Email Address: CHUCKANDL@BELL SOUTH.NET

Legal Resident of Oconee County? Yes No County Council District #: 2 3 4 5

Occupation: RETIRED - US Army Present Employer: _____

Employer's Address: _____

Please indicate which best describes the level of education you last completed:
Some High School _____ High School Graduate/GED _____ Some College _____ College Graduate _____
 Professional Degree [please specify]: MA POLITICAL SCIENCE
GRADUATE

Do you currently serve on any other state, county, city or community boards or commissions? Yes No
If yes, please list below: _____

Do you have any interest in any business that has, is, or will, do business with the County of Oconee? Yes No
If yes, please list below: _____

Do you have any potential conflict of interest or reason to refrain from a vote for this board / commission? Yes No
If yes, please list below: _____

Are you currently serving as an appointed or elected official in any other jurisdiction? Yes No
If yes, please list below: _____

Summary of Qualifications or Experience that you feel would be beneficial to this board / commission:

- (A) 30 YEARS EXPERIENCE WITH GOVERNMENT PROCESSES (AS PATIENT FOR)
- (B) 12 YEARS EXPERIENCE IN A VARIETY OF INDUSTRIES (MEDICAL, LIGHT INDUSTRY, EDUCATION) (C) 15-YEAR OUNGE RESIDENT
- (D) COMMUNITY ACTIVIST IN DEVELOPMENT MATTERS

[Please return completed form to Clerk to Council, 415 S. Pine Street, Wallhalla, SC 29691]



CITY OF SENECA

P.O. Box 4773
 221 East North First Street
 Seneca, South Carolina 29679
 (864)885-2700 Fax: (864)885-2701
 www.Seneca.SC.US

received
 4-10-08 SM



Mayor Daniel W. Alexander
 Mayor Pro Tem Ronnie O'Kelley

Council Members

Andrea Afewine
 Warren Bright
 Al Gaines, Sr.
 Anthony Smith
 Dana Moore
 Ernest Riley
 Joel Ward

VIA FAX

Oconee County Council
 Walhalla, SC 29691

The City Of Seneca is interested in the following county surplus items:

- 1998 Chevy 7500 Dump Truck
- Retired mobile command center

Our intention regarding the dump truck is to use it in the Street Department plowing snow and spreading salt/sand on city, county, and state roads in and in close proximity to the city. We have a unit that we currently use to provide this service but it is an older unit that isn't the most dependable. Having this second unit would insure that we could not only continue to clear the areas we have in the past, but also assist the county when necessary. The City Of Seneca would provide the plow and/or spreader. This unit would also be used for hauling gravel and for other road maintenance duties.

Regarding the mobile command center truck, our Police Department could use this unit for storage of and hauling of equipment necessary to handle meth labs in the city. We have Officers certified to handle these type of labs and have been working with the Oconee County Sheriff's Office narcotics team to eliminate this type of activities.

As you can see, the donation of these vehicles to the City Of Seneca would benefit both the City and the County.

Your consideration to this matter would be most appreciated.

Sincerely,

Gregory P. Dienerick
 Administrator

gpd/emk

Beth,
 Please place under
 Adm. for 4/15 PC meeting.




CITY OF SENECA

P.O. Box 4773
221 East North First Street
Seneca, South Carolina 29679
(864)885-2700 Fax: (864)885-2701
www.Seneca.SC.US



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FAX COVER SHEET

To: Dale Surrentt
638-4246 (fax)

From: Greg Dietterick

2 pages including cover



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: 04-15-08
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

County Group Health Insurance Renewal for 2008-09 plan year as per the Benefits Administrator, Inc. (BAI), American National version #4 proposal submitted by Benefits Control, Inc.(BC).

BACKGROUND OR HISTORY:

As per instructed by the County Administrator, Human Resources and Procurement jointly reviewed and invited our existing Broker (Benefit Controls, Inc.) and Municipal Association of South Carolina (MASC) for proposals for Third Party Administration (TPA) services, plan designs, reinsurance carriers, and pharmaceutical services. Main topics reviewed are as follows:

- 1) Underwriters quotes on both the aggregate loss funds and re-insurance premiums
- 2) Both proposals include the PPO Network of Medcoast with the Community Health Partners (CHP) Network wrap around. This provided the employees with the best variety of providers in our area with additional savings for the County provided by CHIP.
- 3) Proposals included basically our same plan, but with minor enhancements to our plan document.
- 4) Since prescription drugs make up 23% of the County's total claims, we paid particular attention to the Rx providers offered by both BC and MASC. Both Rx providers (Catalyst and Medco respectively) are honored at most local pharmacies and discounts and rebates were comparable.

SPECIAL CONSIDERATIONS OR CONCERNS:

- 1) The County currently has two (2) very large ongoing Specific claims that will continue into next plan year. Although, a new carrier can process carry over claims, incumbents usually have more success in managing costs and greatly reducing additional costs due to having first hand knowledge of risk from the beginning. Our current underwriter is aligned with MedWatch, the utilization review provider; together they closely monitor such large claims.
- 2) If the County changes carriers, our current TPA will be process claims that incurred prior to May 1st renewal and the County will have to pay additional fees for processing run out claims for up to 90 days, which could cost a few thousand dollars, depending on the number of lag claims.
- 3) Our current TPA provides the reporting to Medicare, which generates a \$30,000 - \$32,000 rebate annually. MASC is currently not setup to provide at this time.
- 4) Because the County overall has a good claims year, the underwriters have recommended a decrease in the attachment point by \$378,525 (based on 470 employees). Staff recommends that the \$15.00 per employee per payroll be eliminated which equates to \$183,300 which still sparks a \$195,225 funding surplus. Optional recommendation.

STAFF RECOMMENDATION:

Stay with existing carrier of Benefit Controls with Benefit Administrator, Inc. (TPA)

FINANCIAL IMPACT:

Current Renewal \$4,444,610
FY 2008-09

Last FY 2007-08 \$4,823,135

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

ATTACHMENTS

Submitted or Prepared By:



Department Head/Elected Official
KCO

Approved for Submittal to Council:



Dale Sarrett, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Grants

C: Clerk to Council

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Renewal as Currently Designed with Retirees

Medical

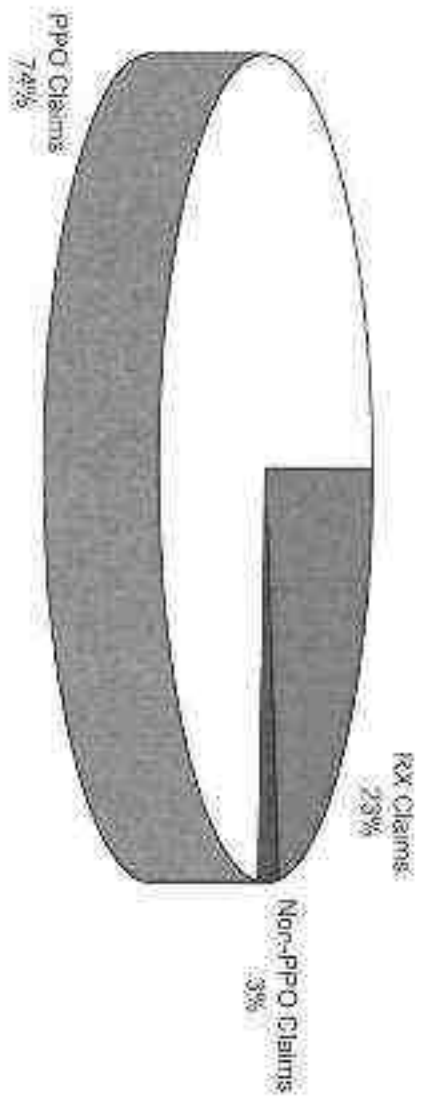
Based on 470 employees (838 Lives)		BAI	BAI	Notia	PAI	PAI	Notia	MASC	MASC	Notia
Spec Description	Current Provider	Annual Cost	Annual Cost		Annual Cost	Annual Cost		Annual Cost		
Contract Type	15/12									
Administration Fees										
Admin. Misc		\$8.52	\$47,940.00		\$41.85	\$44,454.00		\$42,625.00		
Admin. Dental		\$0.00	\$0.00		\$0.00	\$0.00		\$7.50		
Admin. PPO		\$6.00	\$33,640.00	Med Cost/CHP	\$8.00	\$76,120.00	ECT/BS	\$9.00	\$34,700.00	
Broker		\$6.00	\$26,200.00		\$0.20	\$0.00		\$0.00		
U 8		\$1.70	\$9,060.00		\$2.30	\$4,400.00		\$2.45	\$13,800.00	
Calera / HIPAA		\$1.00	\$5,640.00		\$7.10	\$6,400.00		\$0.75	\$4,250.00	
Liason Mgmt Optional		\$0.00	\$0.00		\$0.00	\$0.00		\$1.75	\$2,150.00	
Sub Total			\$125,208.00 (+)		\$3.60	\$72,482.00 (+)		\$3.60	\$15,950.00	
Aggregate Stop Loss		\$2.14	\$23,011.20 (+)		\$3.86	\$75,841.60 (+)				
(226) Single		\$0.46	\$749,150.24		\$42.86	\$744,630.72				
(246) Family		\$121.55	\$376,646.68		\$125.52	\$379,412.16				
Total Specific Stop Loss		\$183.07	\$525,796.92 (-)		\$168.38	\$514,042.88 (-)				
Total Administration			\$673,995.12 (-)			\$669,546.08 (-)				
Attachment Point			\$4,344,610.94			\$4,312,690.58				
Estimated Total Plan			\$5,118,605.76			\$4,975,236.66				
Est. Total Plan Cost is an ESTIMATE ONLY and will vary by plan year depending on head count										

Based on 470 employees (838 Lives)

Estimated Total Plan \$5,118,605.76

Oconee County

RX and Medical Claims



■ RX Claims
■ Non-PPD Claims
□ PPO Claims

Period 5-1-07 thru 3-31-08 TOTAL CLAIMS : \$3,901,530

RX - \$689,826 (23%)
NON-PPD - \$94,934 (3%)
PPO - \$2,216,770 (74%)



PROPOSED GROUP HEALTH CHANGES

Provider Name:	CURRENT	PROPOSED 08/09
Plan Name		
PPO DEDUCTIBLE	\$300 / \$900	\$300 / \$900
NON PPO	\$550 / \$650	\$550 / \$650
% CO-PAY		
PPO	80%	80%
NON PPO	60%	60%
Office Visit	\$30	\$25 co-pay then 100% % coverage
Annual Max Co Ins PPO	\$3000 / \$6000	\$3000 / \$6000
Lifetime Benefit	\$1,000,000	\$2 million suggestion 5/1/08
Preventive Care Adult		100% up to \$500 max.
Preventive Pediatric Well		\$25 co-pay / 100% coverage to immunization
ER Deductible	\$75	\$100 deductible (waived if admitted)
Hospital Deductible	\$250 / \$500	
Chiropractic Visits	12 visits per yr	24 visits per year
% CO-PAY (after deductible)	80% / 60%	
Standard Prescription Drug		
Generic	\$8.00	Option #1 \$3 suggestion
Brand	30% up to \$250	30% co-pay up to \$250
Non-preferred	N/A	
Mail order 90 days		
Generic	\$16.00	Option # 2 \$3 x 2 mail
Formulary Brand	\$60.00	\$25 x 2.2 mail
Not-preferred	N/A	\$40 x 2.2 mail
Vision Calendar Year	\$250.00 MAX	
Exam, Contacts, lens, Frames		
Dental		
Preventative (class A)	\$30 / 100%	100% limit to 2 x every 6 months (no deductible apply to class A)
Restorative (class B)	\$50 / 80%	80.0%
Major (class C)	\$50 / 50%	50.0%
Orthodontics (class D)	No Coverage	\$1000 max (\$1,000 life max)
Deductible (calendar year)	\$50	\$50
Maximum Calendar year Benefit	\$8,000	\$2,500



Beth - New business 

Received
48085m

PROPOSAL FOR A JOINT PURCHASE OF A NEW FIRE ENGINE BETWEEN THE CITY OF WALHALLA AND OCONEECOUNTY

This proposal is a commitment between the City of Walhalla and Oconee County to purchase a new fire engine for the cost not exceed \$470,000.00 which includes the necessary equipment to be paid for by the City of Walhalla and Oconee County. The City will be committed to pay half of the above amount and the County will be committed to pay half the above amount. This equates to \$235,000.00 each.

One of the most common forms of cooperation among governments is joint purchasing. The primary success to this type of a joint purchase is that the City and County citizens in both entities will benefit from this purchase.

This new fire engine will be a state of the art fire apparatus that will meet and exceed all safety standards and will be upgraded with the best equipment available to meet the needs of our commitment to the community in which we serve.

The City will provide the following:

1. The financing of the vehicle not exceed 7 years and their share of $\frac{1}{2}$ of the vehicles cost.
2. The City will maintain the proper insurance on the vehicle.
3. The City will be responsible for all of the maintenance on the vehicle which includes engine repairs, tires, etc...
4. The City will be the sole owner of the vehicle.
5. The City will donate Engine 52 to Oconee County to be stationed at the County Fire Training Facility to be utilized for training and response to emergency incidents.



1. Introduction
The purpose of this study is to investigate the effects of various factors on the performance of the system. The study is divided into two main parts: a theoretical analysis and an experimental investigation.

2. Theoretical Analysis
In the first part, we analyze the theoretical aspects of the system. We consider the relationship between the input variables and the output variables. The analysis shows that the system is highly sensitive to changes in the input variables. The theoretical model predicts that the system will exhibit a non-linear response to the input variables.

3. Experimental Investigation
The second part of the study is an experimental investigation. We designed a series of experiments to test the theoretical model. The results of the experiments show that the theoretical model is in good agreement with the experimental data. The system exhibits the predicted non-linear response to the input variables.

4. Conclusion
The study has shown that the system is highly sensitive to changes in the input variables. The theoretical model is in good agreement with the experimental data. The system exhibits the predicted non-linear response to the input variables.

5. References
The following references were consulted during the course of this study:
1. Smith, J. D. (1985). "Theoretical Analysis of System Performance." *Journal of Applied Mathematics*, 12(3), 45-60.
2. Jones, A. B. (1990). "Experimental Investigation of System Response." *Proceedings of the International Conference on System Dynamics*, 1-10.

6. Appendix
The following appendix contains the detailed calculations and data used in the study. The appendix is divided into two sections: theoretical calculations and experimental data. The theoretical calculations show the derivation of the theoretical model. The experimental data shows the results of the experiments.

The County will provide the following:

1. The County will provide their share which is $\frac{1}{2}$ of the cost of the vehicle.

The new fire engine will have an statement placed on the vehicle in which both the City and County will be recognized for their joint effort in this project.

This project is going to save the City and County a great deal of funding through their cooperative efforts.

$$a = \frac{1}{2} \left(\frac{1}{a} + \frac{1}{b} \right)$$

$$\frac{1}{a} = \frac{1}{2} \left(\frac{1}{a} + \frac{1}{b} \right) \Rightarrow \frac{1}{a} = \frac{1}{2} \left(\frac{1}{a} + \frac{1}{b} \right)$$

$$\frac{1}{a} = \frac{1}{2} \left(\frac{1}{a} + \frac{1}{b} \right) \Rightarrow \frac{1}{a} = \frac{1}{2} \left(\frac{1}{a} + \frac{1}{b} \right)$$

$$\frac{1}{a} = \frac{1}{2} \left(\frac{1}{a} + \frac{1}{b} \right) \Rightarrow \frac{1}{a} = \frac{1}{2} \left(\frac{1}{a} + \frac{1}{b} \right)$$

April 15, 2008

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 Purplexity, 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 April we are asking God to work within you a perseverance as you confidently move forward, by applying His Word in Proverbs 6.22; and we have personalized this Bible passage as follows: "When... Chairman George Blanchard, Frank Ables, Tommy Crompton, Marion Lyles and Mario Suarez... goest, It (Jesus the Word made flesh) shall lead thee; when thou sleepest, It shall keep thee; when thou awakest, It shall talk with thee." It is in the name of Jesus, that we are asking God to apply this Scripture in giving you accord in making decisions 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 -
Proverbs 6.22:**

**"When thou goest, It shall lead thee;
when thou sleepest, it shall keep thee;
when thou awakest, it shall talk with thee."**

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,
Walt Kieminger
1012 Fleming Lane
Seneca, SC 29672
864-888-4480

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This not only helps in tracking expenses but also ensures compliance with tax regulations.

In the second section, the author outlines the various methods used for data collection and analysis. These include surveys, interviews, and focus groups. Each method has its own strengths and weaknesses, and the choice depends on the specific research objectives.

The third section delves into the statistical analysis of the collected data. It covers topics such as descriptive statistics, inferential statistics, and regression analysis. The goal is to identify patterns and trends in the data that can inform business decisions.

Finally, the document concludes with a summary of the findings and recommendations. It suggests that regular monitoring and reporting of financial performance are essential for long-term success. Additionally, it highlights the need for continuous improvement in data collection and analysis processes.