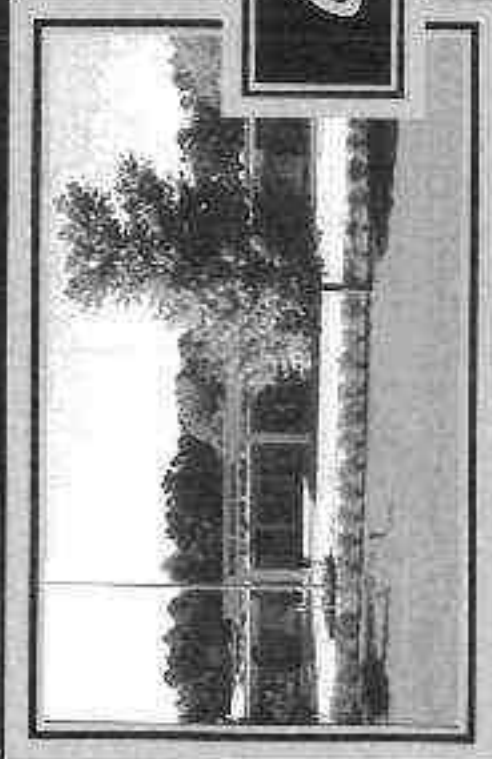


5/20/08



Go Wildcats!

OCONEE COUNTY COUNCIL

*would like to
welcome everyone to*

SENECA MIDDLE SCHOOL

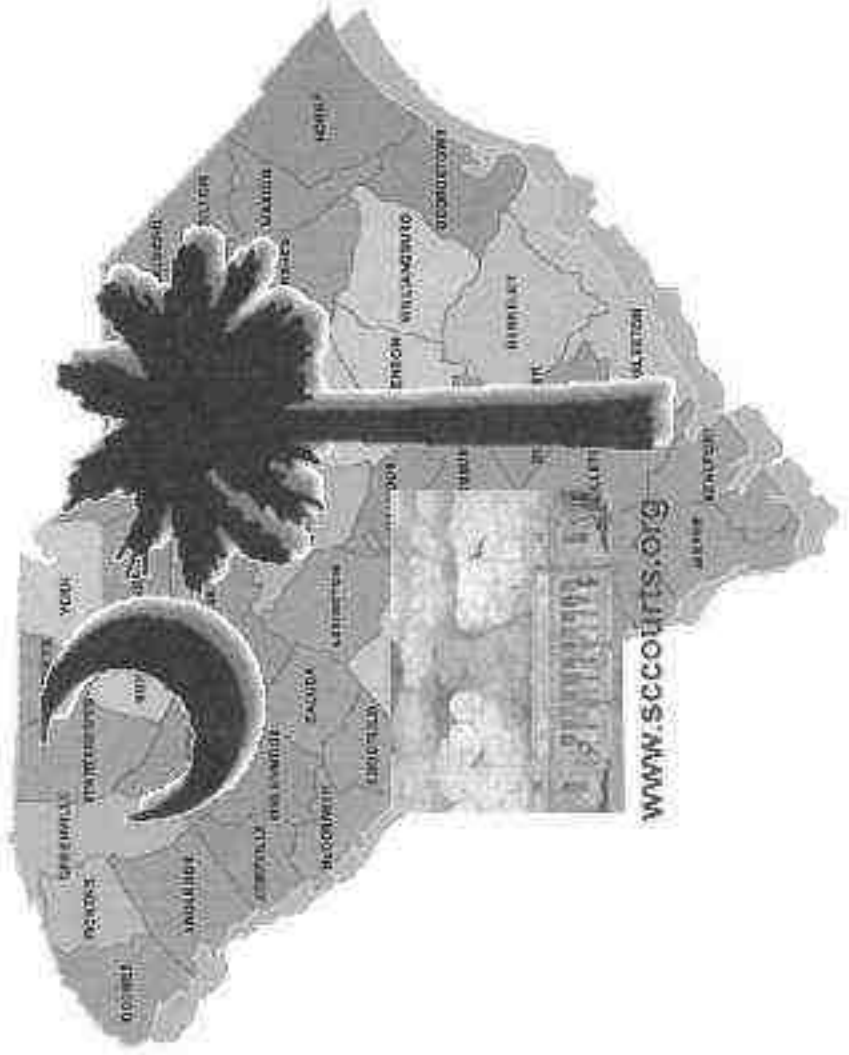
We would like to extend our sincere thanks to the Staff and Students at Seneca Middle School for their assistance in making tonight's meeting a success.



Statewide Court Case Management System

OCONEE COUNTY COUNCIL

May 20, 2008





Today's Meeting

PURPOSE – Review the opportunity for Oconee County to get the statewide court case management system (CMS) in 2008

TOPICS

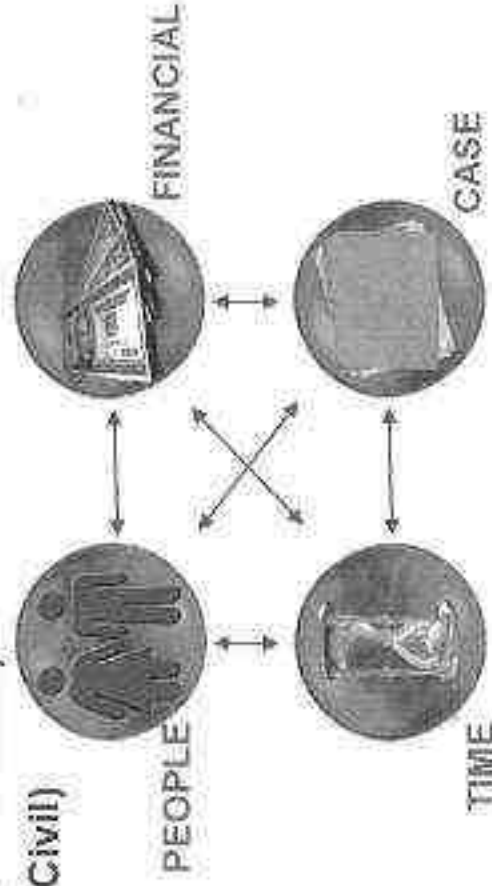
- **Status of the statewide court case management system**
- **Deployment of the court CMS**
- **Next steps**



Status of Statewide Court Case Management System (CMS)

➤ System includes:

- General Sessions Court (Circuit Court - Criminal)
- Common Pleas Court (Circuit Court - Civil)
- Magistrates Court
 - Criminal
 - Civil
 - Traffic
- Accounting
- Jury Management



➤ As part of the deployment, SCJD provides:

- Software
- Services:
 - Installation
 - Setup and configuration
 - Data conversion
 - Training
 - Onsite support during Go-Live



Status of Statewide Court Case Management System (CMS)

➤ **COMPLETED** - approximately **58%** of the total

state caseload

Greenville	Sumter	Horry
Pickens	Beaufort	Lexington
Richland	Jasper	Anderson
York	Georgetown	Edgefield
Dorchester	Spartanburg	Clarendon
Cherokee		

➤ **IN PROGRESS** - approximately **5%** of the total

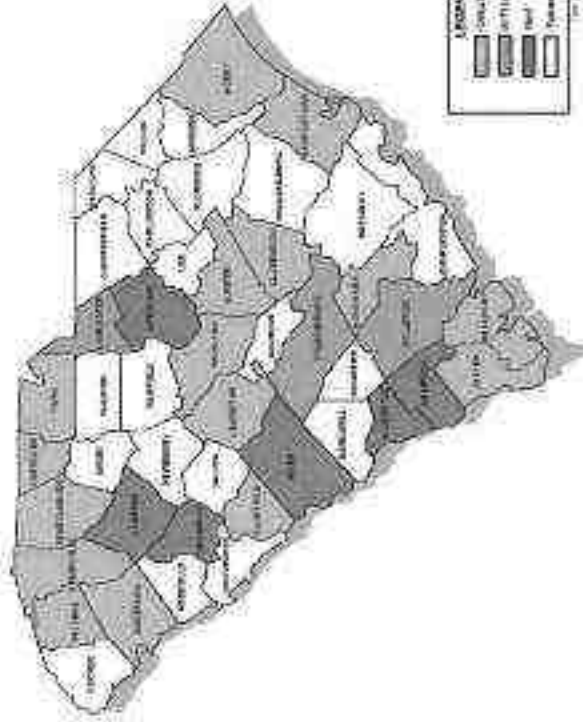
state caseload

Colleton	Lancaster	Orangeburg
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➤ **NEXT** - approximately **8.5%** of the total state caseload

Aiken	Allendale	Greenwood
Hampton	Kershaw	Laurens

➤ **BY THE FALL '08**, approximately **63%** of the total state caseload will be managed by the statewide court CMS





Status of Statewide Solicitor Case Management System (PCMS)

➤ **COMPLETED** – approximately 65% of the total state General

Sessions caseload

- ❖ 13th Judicial Circuit - Greenville and Pickens
- ❖ 7th Judicial Circuit - Spartanburg and Cherokee
- ❖ 15th Judicial Circuit - York and Union
- ❖ 9th Judicial Circuit - Charleston and Berkeley
- ❖ 17th Judicial Circuit - Anderson and Oconee
- ❖ 11th Judicial Circuit - Lexington, Edgefield, McCormick, and Saluda
- ❖ 14th Judicial Circuit - Beaufort, Colleton, Jasper, Hampton, and Allendale
- ❖ 15th Judicial Circuit - Horry and Georgetown
- ❖ 8th Judicial Circuit - Abbeville, Greenwood, Laurens, and Newberry

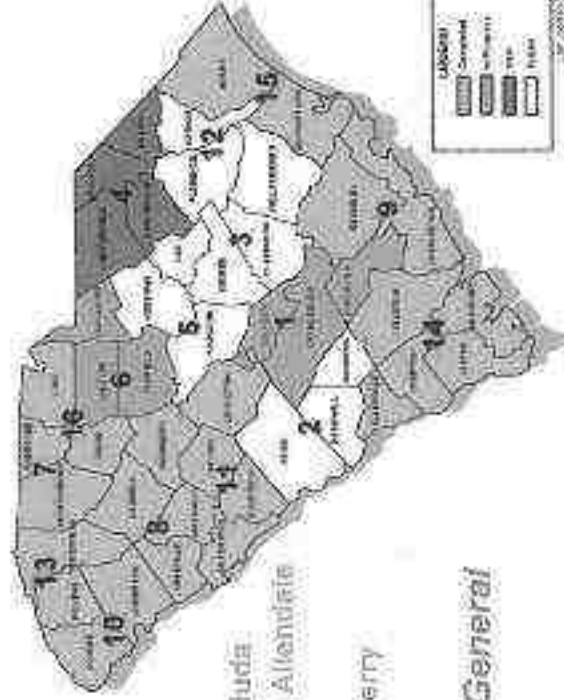
➤ **IN PROGRESS** – approximately 6% of the total state General

Sessions caseload

- ❖ 1st Judicial Circuit - Orangeburg, Dorchester, and Calhoun
- ❖ 6th Judicial Circuit - Lancaster, Chester, and Fairfield

➤ **NEXT** = approximately 5% of the total state General Sessions caseload

- ❖ 4th Judicial Circuit - Chesterfield, Darlington, Dillon, and Marlboro



*** System is based on principles of differentiated case management



Responsibilities of the County for the Deployment of the Statewide Court Case Management System (CMS)

➤ Sponsorship by the County Leaders:

- County Administration – Dale Surrett
- Clerk of Court – Sallie Smith
- Chief Magistrate – Becky Gerrard
- IT Manager – ?

➤ Annual support cost

- Based upon population, ranges from \$6K to \$50K per county
- Amount is the same or less than most counties are paying to their current vendors
- Annual support cost for Oconee County will be \$15,000 inclusive of Circuit and Magistrate Courts (population is 66,215 based on 2000 census)



The Statewide Court Case Management System (CMS) for Oconee County

➤ Option now available for operation of the court CMS:

- Hosting and operation by SCJD utilizing a Citrix environment:
 - This method made available summer '07
 - Edgefield, Clarendon, and Cherokee counties are currently live
 - Teams are now working in Colleton and Lancaster
 - Benefits:
 - Security = same as SC Supreme Court
 - Backup and Failover = same as SC Supreme Court
 - Disaster Recovery = same as SC Supreme Court
 - SCJD provides Court CMS Tier II Support including system administration and installation and testing of new Court CMS releases and patches.
- Annual operations cost is \$30,000
 - waived for the first year
 - will begin in 2010



SCJD Hosting and Operation of Court CMS

- 1) **Court CMS application and data reside on servers residing in the SCJD data center**
- 2) **Reliable, high-speed connectivity needed from each judicial facility in the county to SCJD data center**
- 3) **CMS users in county access system through a browser on their workstation – SCJD will be utilizing Citrix to “serve” the screens to the users**
- 4) **CMS users need to meet the same minimum equipment and training requirements whether the county or SCJD hosts the CMS application**
- 5) **County needs to provide network connectivity and e-mail:**
 - Telecommunications circuits between county judicial facilities (T1 capacity or greater) and SCJD
 - E-mail for each judicial staff member



Oconee County Cost Summary

- **County is responsible for:**
 - 1) Annual CMS support cost of \$15,000
 - 2) Annual CMS operations cost of \$30,000
 - 3) Beginning fiscal year 2010, the total annual CMS costs for Oconee County is \$45,000 (\$15,000 support and \$30,000 operations)

- **SCJD will provide:**
 - 1) CMS hosting equipment and operations (including backups)
 - 2) Virus and spyware protection
 - 3) New laptops, PC workstations, printers for judicial personnel?
 - 4) CMS Tier II Support



SCJD Hosting the Court CMS Oconee County Cost Estimate for 2008

EFFORT	SCJD COSTS	OCONEE COSTS
Infrastructure: Wiring and Equipment (Will be validated by site assessment in May 2008)	\$28,000	
Clerk of Court: Computers and Peripherals (Will be validated by site assessment in May 2008)	\$8,000	
Magistrates Offices: Computers and Peripherals (Will be validated by site assessment in May 2008)	\$28,500	
Software: CMS Deployment (16 Licenses & SCJD Personnel for system setup/configuration, data conversion, training, and Go-Live support for approximately 3 to 4 months)	\$215,000	
CMS Software Maintenance/Support (Annual Payment)	\$15,000	Beginning in July 2010 \$15,000
Hosting Operations: State Servers, Security, Disaster Recovery, Tier II Support (Annual Payment)	\$30,000	Beginning in July 2010 \$30,000
TOTAL COSTS	\$324,500	\$45,000

*SCJD has spent over \$124,000 in Oconee County in the past 5 years



Next Steps – Sequence of Events

- 1) Oconee County decides whether to accept the SCJD CMS system in 2008?
- 2) SCJD (Ginger Dukes & John Johnson) will conduct a county infrastructure assessment and coordinate with the county to complete the necessary infrastructure in June 2008
- 3) Beginning December 2008, SCJD CMS Deployment Team conducts the implementation with the county which is estimated to take 2 to 4 months
- 4) Weekly CMS project meetings will be held for status and decisions

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: May 5, 2008
Third Reading: May 20, 2008

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: May 6, 2008
Third Reading: May 20, 2008

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: May 20, 2008
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Third and final 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:

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," was adopted by council April 15, 2008 on first reading and May 6, 2008 on second reading.

STAFF RECOMMENDATION:

Staff recommends that Ordinance 2008-12 be approved for third and final reading.

FINANCIAL IMPACT:

Total equipment costs for the lease purchase total \$1,477,684. Oconee County has accepted proposals from banks to finance the lease in a principal not to exceed \$1,477,684, at the lowest interest rate for a five-year term. As a result of the review of the proposals submitted from eight banks, RBC Centura Bank provided the lowest bid of 2.96%, but failed to follow the qualification in Section II (a) of the RFP regarding a credit check; therefore, RBC Centura Bank was disqualified. With the second lowest rate of 3.03% and meeting all the qualifications set forth in the RFP, Branch Banking and Trust (BB&T) is recommended to receive the award of this lease purchase.

ATTACHMENTS:

Ordinance 2008-12
Exhibit A - Equipment List
Bid Tabulation Sheet

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

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
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; and
- (b) the County desires to enter into a lease/purchase agreement (the "**Lease**") with Branch Banking and Trust Company (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 3.03% 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

EXHIBIT A
EQUIPMENT LIST

<u>Description</u>	<u>Quantity</u>
Self-contained breathing apparatus	
60 min. 4300 psi pack w/carbon cylinder	8
45 min. 4500 psi pack w/carbon cylinder	77
30 min. 4500 psi pack w/carbon cylinder	145
Spare 60 minute carbon cylinder	8
Spare 45 minute carbon cylinder	77
Spare 30 minute carbon cylinder	145
Pak-Tracker w/truck charger & spare battery	33
Radios, Adapters & Truck Comms Systems	
Public Safety Rated Radios	70
SCBA Mask Communication Adapters	70
Truck communications System	38
Related equipment for equipping fire trucks	

EXHIBIT A

EQUIPMENT LIST

<u>Description</u>	<u>Quantity</u>
Self-contained breathing apparatus	
60 min. 4500 psi pack w/carbon cylinder	8
45 min. 4500 psi pack w/carbon cylinder	77
30 min. 4500 psi pack w/carbon cylinder	145
Spare 60 minute carbon cylinder	8
Spare 45 minute carbon cylinder	77
Spare 30 minute carbon cylinder	145
Pak-Tracker w/truck charger & spare battery	35
Radios, Adapters & Truck Comms Systems	
Public Safety Rated Radios	70
SCBA Mask Communication Adapters	70
Truck communications System	28
Related equipment for equipping fire trucks	

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

CERTIFICATE OF ORDINANCE

I, the undersigned Clerk to County Council of Oconee County, South Carolina, do hereby certify as follows:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance which was given three readings on three separate days, with an interval of not less than seven days between the second and third readings. The original of this Ordinance is duly entered in the permanent records of minutes of meetings of the County Council, in my custody as such Clerk.

That each of said meetings was duly called, and all members of the County Council were notified of the same; that all a majority of the membership were notified of each meeting and remained throughout the proceedings incident to the enactment of this Ordinance.

WITNESS my official signature this 20th day of May, 2008.

Clerk to County Council
Oconee County, South Carolina

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

Lease Purchase Proposals for \$1,477,683 to Purchase Unincorporated Fire District Equipment Consisting of SCBA, Communications Equipment and Other Various Equipment to Equip Fire Trucks

Opened on Tuesday May 13, 2008 at 12 Noon

Bank Name	Rate
RBC Centura Bank	2.9600% DISQUALIFIED
Branch Banking & Trust (BB&T)	3.0300% RECOMMENDED
SunTrust (Option B)	3.1200%
Regions Bank	3.2531%
SunTrust (Option A)	3.2700%
Leasing 2	3.3000%
Carolina First Bank	3.5850%
First Citizens	3.7200%
Wachovia	3.8000%

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION 2008-08

**“A RESOLUTION CELEBRATING MAY 2008
AS OLDER AMERICANS MONTH IN OCONEE COUNTY”**

WHEREAS, Oconee County is a community in which over 15,937 citizens age 60 or older make their home; and

WHEREAS, older adults in Oconee County and throughout the U.S are a growing population with evolving needs; and

WHEREAS, older Americans are valuable members of our society who have a wealth of experience and are deserving of our respect; and

WHEREAS, the number of baby boomers reaching traditional retirement age continues to increase, that spotlights the need for increased attention to the needs of older adults; and

WHEREAS, our older citizens of today and tomorrow promise to be among the most active and engaged older adult populations in our Nation's history; and

WHEREAS, it is the responsibility of this and all U.S communities to work together and prepare for changing older adult populations by modernizing systems of care and providing consumers with more control over their lives; and

WHEREAS, overall quality of life can be greatly enhanced when supportive communities help their older citizens obtain information that can help reduce the risk of disease, disability, and injury and help older Americans gain better access to existing health and long-term care options.

NOW THEREFORE, the Oconee County Council, do hereby resolve that **May 2008** shall be **Older Americans Month**.

APPROVED AND ADOPTED this 20th day of May, 2008.

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

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 20, 2008
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

The State Election Commission will be providing laptops to the counties for use on Election Day. They will be loaded with the Electronic Voter Reg. Lists software, (EVRL)

BACKGROUND OR HISTORY:

Many counties in SC have already gone to this system with great success. The SEC is assisting counties that would like to implement this useful tool but have not been able to justify the costs. This system has been proven to shorten lines and ensure that voters are voting their correct ballots in precincts that have split districts. (Such as Earles Grove and Walhalla 1 & Walhalla 2) Among the counties that are using EVRL, 100% satisfaction has been reported and they do not plan to go back to the old system. Poll managers find it very user friendly, much faster, and it captures voter history on the spot.

SPECIAL CONSIDERATIONS OR CONCERNS:

A paper back up is always provided. The laptops are made by Dell and come with a carrying case and SD for back up and security. They become county property upon receipt. NO additional software may be added and they must be used for this sole purpose.

STAFF RECOMMENDATION:

Implement the laptops on a small scale in June and hopefully increase its use in November. At present we qualify for 6 and that should be a great place to start.

FINANCIAL IMPACT:

The laptops are being provided by the SEC using Primary funds. They come with a 1 yr. software/hardware warranty. The SEC will continue to cover all software costs, but hardware would become county cost after the 1 yr. The SEC plans to cover replacement costs, should replacement be needed through the years, providing funding remains available. This is a top priority project on their part because they see this as a statewide need. Counties that have not been able to purchase this new system are being somewhat "left behind" technologically. I would have to attend an all day training session in Columbia before we could implement the process.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS

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

ATTACHMENTS

Memo from SEC, email regarding questions regarding financial impact

Submitted or Prepared By:

Approved for Submittal to Council:

Department Head/Elected Official


Dale Surrell, County Administrator

Reviewed By/ Initials:

County Attorney _____ Finance _____ Grants _____
Other: _____

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

State of South Carolina



Election Commission

PHONE: (803) 734-9566
FAX: (803) 734-9566
www.SCVotes.org

SENRI ANDINO
Executive Director

DONNA L. ROYSON
Deputy Executive Director
Director, Voter Services

ANNE REYNOLDS
Director
Administrative Services

HARRY TALAM
Director
Public Information and
Training

CORIN SCHEMERS
Public Information Officer

COMMISSIONERS

JOHN H. HUGHES, III
Chairman

CYNTHIA M. BENSCH

CRISTY C. GIBSON

FRANK L. HILTON

MEMORANDUM

To: Joy Brooks, Oconee County Voter Registration & Elections

From: Donna Royson

Date: May 12, 2008

Subject: Laptops for Electronic Pollbook use

The State Election Commission will provide laptop computers for precincts in your county with more than 2,500 registered voters. The purpose of the laptops is to promote the use of electronic pollbook solutions. Electronic pollbook solutions are proven to reduce lines at polling places, reduce calls to the voter registration office and automate the capture of voter participation. The laptops will be available for use in the June primaries. The voter registration statistics from April 1st are being used to determine which precincts will receive laptops.

Once your county takes possession, the laptops will become county property. Each laptop comes with a 1 year warranty, a carrying case, and an SD card to be used for backup purposes.

Your county is eligible to receive ^{5/12/08} ~~nine~~ (6) laptop computers for use in the following precincts:

Precinct #	Precinct Name	# Laptops
007	Keowee	3
025	Wahala No. 2	3

To receive these laptops, your county must agree to the following terms:

- Accept responsibility for county inventory, storage, maintenance, and repair of the equipment
- Commit to keeping the computers in a climate controlled environment
- Use the computers for election list purposes only
- No unauthorized software will be loaded on the computers
- County staff will attend training in Columbia
- Agree to use the laptops for electronic capture of voters in all statewide elections

The laptops will be pre-loaded with the Electronic Voter Registration List (EVRL) software developed by the State Election Commission; however, they may be used for commercial electronic pollbook products that are compatible with laptop computers.

Please respond by completing the section below and return to me by **May 16, 2008**. You may allocate the number of laptops in other precincts as you feel the need; however, the above listed precincts should receive a minimum of one laptop.

.....

Good questions. The county would be responsible for any hardware maintenance but the SEC would be providing any software upgrades at no charge. If the machines become inoperable and a new laptop is needed, we will try to find a new one. Of course, all this depends on available funding at the time, but it is our intention to fund this method for the future.

Donna Royson
Deputy Executive Director

EVERY VOTE MATTERS.
EVERY VOTE COUNTS.

South Carolina State Election Commission
Post Office Box 5987
Columbia, S.C. 29258
Tel: 803.734.9004
Fax: 803.734.9366

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: May 20th, 2008
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Palmetto Posting Agreement: The County desires to employ an independent contractor to take exclusive physical possession of properties on which ad valorem property taxes are owing by posting a notice on the premises in accordance with SC Code of Laws, section 12-51-(C).

BACKGROUND OR HISTORY:

The posting of parcels in prior years has been done in-house by delinquent tax staff. The time to perform the task averages 12 to 15 weeks depending on the number of parcels. This work time could be better utilized performing tasks that will generate additional county revenue.

SPECIAL CONSIDERATIONS OR CONCERNS:

Palmetto Posting holds a patent on the technology utilizing GPS and a PDA that will reduce the time frame to three weeks. The reduction in time in alerting the taxpayers will provide additional time to pay taxes owing on the parcels.

STAFF RECOMMENDATION:

We recommend that Council approve the agreement for the task of posting of parcels.

FINANCIAL IMPACT:

There is no cost to the county general budget; the cost is paid for through the funds collected from delinquent tax payers.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

ATTACHMENTS

Palmetto Posting Agreement

Submitted or Prepared By:


Linda A. Shugart, Delinquent Tax Collector


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.

STATE OF SOUTH CAROLINA)

AGREEMENT

COUNTY OF OCONEE)

This Agreement is entered into this May 11, 2008, between Oconee County, South Carolina hereinafter referred to as "County", and Palmetto Posting, Inc., hereinafter referred to as "Contractor".

WITNESSETH:

Whereas, the County desires to employ a part-time independent contractor to take exclusive physical possession of the property on which delinquent ad valorem property taxes are owing by posting a notice at one or more conspicuous places on the premises in accordance with South Carolina Code of Laws § 12-51-40; and

Whereas, the Contractor has represented to the County that the Contractor is experienced and qualified to provide the services contemplated by this agreement and the County has relied upon such representation;

Now, therefore, in consideration of the mutual promises and undertakings contained herein, the County and the Contractor, each for itself and its successors and assigns, intending to be fully and legally bound hereby, agree as follows:

1. The Contractor agrees to provide the necessary software and hardware for the posting of property in the County on which delinquent ad valorem property taxes are due per County requirements.
2. The Contractor agrees to provide a PDA and a GPS unit as needed per Field Agent. The Contractor agrees to provide a printer of adequate speed and durability to accommodate the specifications of the forms required by the County.
3. The Contractor agrees to provide an electronic report of the posting of the property. The report shall include property owner's name, address, legal description of the property, map number, item number, year built, improvement type, land use, square footage, last sale date, last sale amount, deed book, land value, improvement value, total value, if this data is supplied by the county in their delinquent tax roll data base. It will also include a picture of property indicating sign, certificate of posting and signature of person posting property.
4. Contractor agrees to provide reports as required by the Delinquent Tax Collector. The exact details and format of said report(s) are to be finalized during design phase between County and Contractor.
5. Contractor agrees to provide an adequate number of Field Agents to perform the duty of posting properties of delinquent taxpayers within the timeframe prescribed by the County.
6. The County agrees to provide at no charge to the Contractor any GIS information the County has access to. The information provided to the Contractor will be used in the service herein described for the County exclusively. The information will not be sold or used for any other purpose.

7. The County agrees to provide internet connectivity and a computer to the Contractor.
8. The County agrees to act as Administrator in preparing daily the PDA and GPS units for the Field Agents. The County further agrees to provide personnel to administer Contractor's delinquent tax posting process.
9. In consideration of the Contractor furnishing the County with the services as described herein, the County shall pay to the Contractor the sum of thirty (\$30,000) Dollars for each parcel posted by Palmetto Posting, Inc.
10. The term of this Agreement shall become effective upon the date of its execution for postings beginning with the 2007 delinquent tax year and ending December 31, 2008. The County shall have the option to renew this Agreement for additional one (1) year terms.
11. The County shall not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing.
12. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Oconee County on behalf of the Contractor or any employees of the Contractor. The Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.
13. The Contractor is not eligible for and shall not participate in, any employer pension, health or other fringe benefit plan of Oconee County.
14. The Contractor understands that it is responsible to pay, according to law, income taxes on any payment received from the County pursuant to this agreement. The Contractor further understands that it may be liable for self-employment (social security) tax, to be paid by the Contractor according to law.
15. No workers' compensation insurance shall be obtained by Oconee County concerning the Contractor or any employees of the Contractor. The Contractor shall comply with the workers' compensation law concerning the Contractor and any employees of the Contractor.
16. It is understood and agreed between the parties that the County, except as noted herein, is in no way connected with the actual performance of this contract on the part of the Contractor. The Contractor is an independent contractor in the performance of each and every part of this contract and so liable for all labor and expenses in connection therewith and for all damages which may be occasioned on account of the operation of this contract by the Contractor.
17. Nothing in this Agreement shall be construed to be inconsistent with the Contractor's status as an independent contractor, or construed to constitute the Contractor, or any of its agents or employees, as agents, employees or representatives of the County. The Contractor will supervise the execution of all work covered by this Agreement which shall be in the exclusive charge and control of the Contractor.
18. The Contractor further agrees that as an independent contractor it cannot and will not encumber Oconee County with any obligation and that it will make no representation to any person or any party on behalf of Oconee County. The Contractor further additionally agrees that it will be barred and estopped from instituting or participating in any litigation against Oconee County to recover damages, costs or expenses which might arise out of or in any way be connected

with the performance of any work, services or functions covered by this Agreement, with the exception of actions by the Contractor to recover payment for services provided under this Agreement, or damages directly attributable to the acts and/or omissions of the County or its employees.

19. The Contractor further agrees and binds itself and its successors and assigns in any action by the County for recoupment or reimbursement of such damages and expenses and to be estopped from asserting as a defense that the County did not have proper authority or approval to enter into such indemnity agreement or that the Contractor is not liable for such costs, claims and expenses and the Contractor shall be deemed to have waived such defenses and positions so that only the amount of such costs, claims, etc. shall be the subject of defense. The Contractor agrees that this Agreement may be pleaded by the County in such actions.
20. This Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party. Such notice by the County to the Contractor, or by the Contractor to the County, may be given and shall be deemed to have been duly given, if either delivered personally or mailed in any general or branch post office enclosed in a certified or registered postpaid envelope addressed as follows:

To the County:
Oconee County Delinquent Tax Collector
415 South Pine Street
Walhalla, SC 29812

To the Contractor:
Palmetto Posting, Inc.
150 E. Henry St., Ste. 201
Spartanburg, SC 29306

The Contractor may at any time change the address for notices to it by delivering or mailing an aforesaid notice at least five (5) days prior to such change and setting forth the changed address. The parties shall continue to perform and to be bound by the terms of this Agreement during the thirty (30) day period after any notice of intent to terminate without cause has been given.

21. The County shall, upon reasonable notice, furnish such information and proper assistance to the Contractor as it may reasonably require in connection with any litigation in which the Contractor is, or may become, a party arising out of its performance of this Agreement. This provision shall survive the termination of this Agreement.
22. This Agreement shall supersede any prior agreement between the parties except that this Agreement shall not affect or operate to reduce any benefit or compensation inuring to the Contractor elsewhere provided and not expressly provided for in this Agreement.

- 23. This Agreement cannot be assigned without the prior written approval of the County, and in the event of such assignment, this Agreement shall be void.
- 24. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall remain in effect. In the event such invalid or unenforceable provision is considered an essential element of this Agreement, the parties shall promptly renegotiate a replacement provision.
- 25. This Agreement can only be change, modified, added to or deleted from by the mutual consent of the parties in writing.
- 26. This Agreement contains the entire agreement between the parties and no statement or representation not contained herein shall be valid.
- 27. This Agreement shall be construed in accordance with the laws of South Carolina. In the event any legal action or proceeding is commenced by one of the parties in connection with the rights and obligations of the parties under this Agreement, the parties agree and stipulate that the jurisdiction and venue for any such action or proceeding shall be in Oconee County, South Carolina.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the same date first above written.

OCONEE COUNTY

 Witness

By: _____
 Name: _____

 Witness

Name: GEORGE BLANCHARD
 Its: COUNCIL CHAIRMAN

PALMETTO POSTING, INC. (CONTRACTOR)

 Witness

By: _____
 Name: Terrence P. O'Brien
 Its: President

 Witness

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/14/2008

PRODUCER (864) 573-6997 FAX (864) 583-6218
P.C. & L. Agency, Inc.
P.O. Box 1807
Spartanburg, SC 29304-1807

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Auto-Owners Insurance Company	18988
INSURER B	Accident Fund Ins. Co. of Amer	
INSURER C	United States Liab Ins. Group	
INSURER D		
INSURER E		

INSURED Palmetto Posting, Inc.
102 Metro Drive
Spartanburg, SC 29303

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

YES/NO/IF/OTHER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> OCCUR SUM, AGGREGATE LIMIT APPLICABLE PER: <input type="checkbox"/> POLICY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> LEGAL DEFENSE	36256686-07	05/25/2007	05/25/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (per occurrence) \$ 300,000 MED EXP (per occurrence) \$ 10,000 PERSONAL & ADULTERY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPLETED \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIREN AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	36256686-07	05/23/2007	05/23/2008	COMBINED SINGLE LIMIT (per occurrence) \$ 1,000,000 BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$ GARAGE LIABILITY <input type="checkbox"/> APPLICABLE AUTO ONLY - EX ACCIDENT \$ OTHER THAN AUTO ONLY: BR ADD \$ AGO \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	NCV6022108	07/18/2007	07/18/2008	<input checked="" type="checkbox"/> ISO STATE (PER POLICY) <input type="checkbox"/> CTE EL EACH OCCURR \$ 2,000,000 EL DAMAGE - EX EMPLOYEE \$ 1,000,000 EL DAMAGE - POLICY LIMIT \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY POLICY OR FORTER EXCLUSIVE SERVICE MEMBER EXCLUSIONS Type: direct order of equal footing order Other:	SP 1013231	05/25/2007	05/25/2008	\$1,000,000 Occurrence \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 South Carolina State Law EXCLUDES from coverage, Sole Proprietors, Partners, and/or LLC and LLP members/owners/ managers under Worker's Compensation Policies that they secure.

For work performed in the state of SC

CERTIFICATE HOLDER

 Oconee County Delinquent Tax Collector
 Attn: Linda
 415 S Pine Street
 Walhalla, SC 29812

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION ON LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
 Stacy Fish/SRF *Stacy Fish*

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 20, 2008
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Adoption of Airport Minimum Standards

BACKGROUND OR HISTORY:

During this year's SC Aviation Association Conference the SC Division of Aeronautics presented the Division's preliminary Airport System Plan. When fully implemented this plan will allow the Division to rank airports according to specific criteria for matching grant funds for capital projects. One of the criteria for increasing a state airports ranking is whether or not the airport sponsor implements Airport Minimum standards with respect to commercial and non-commercial activity taking place on airport property.

SPECIAL CONSIDERATIONS OR CONCERNS:

Airports adopting minimum standards will receive a higher ranking by the SC Division of Aeronautics placing them at a higher priority for state matching grant funds.

The submitted minimum standards have been reviewed and approved by the Aeronautics Commission.

STAFF RECOMMENDATION:

Staff recommends adoption of the Airport Minimum Standards.

FINANCIAL IMPACT:

Adoption of the Minimum standards will positively affect Oconee County's rank for SCDOA funding.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

ATTACHMENTS

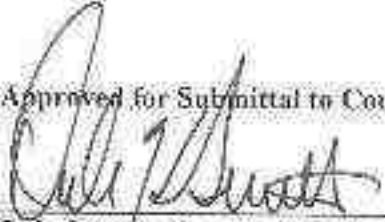
Draft Airport Minimum Standards

Submitted or Prepared By:

Kevin D. Short


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.

DRAFT

MINIMUM STANDARDS AND REQUIREMENTS

FOR

AIRPORT AERONAUTICAL SERVICES

OCONEE COUNTY REGIONAL AIRPORT

5/20/08

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Minimum Standards (DEFINITIONS) (DRAFT)

Aeronautical Services: Any service which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.

Airport: The Oconee County Regional Airport

County : Oconee County, South Carolina

Director: the Airport Director of the Oconee County Regional Airport

FAA: The Federal Aviation Administration of the US Department of Transportation.

Improvements: includes, without limitation, any buildings, hangars, paved areas such as parking lots, ramp or apron, water quality and drainage ponds, or other improvements constructed or installed by a Hangar Owner on its Premises.

Lease: The right to conduct commercial, aeronautical or agricultural activities on the airport as defined within the parameters of the established minimum standards.

Minimum Standards: The qualifications which are established herein by the airport Owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport.

Non-commercial Aircraft Hangar: means an aircraft hangar that is exclusively used for the storage of general aviation aircraft owned or leased by its Owner(s). A Non-Commercial Aircraft Hangar may not be used to provide Commercial Aeronautical Services, or to store aircraft of any Person who is not a Hangar Owner except through a sublease authorized in advance by the Director.

HANGAR Owner: means a Person having an ownership interest in a non-commercial or corporate aircraft hangar associated with a County land lease. If there is more than one owner of a non-commercial aircraft Hangar, Owners must comply individually and collectively with these minimum standards.

COMMERCIAL Operator: Any person or persons, firm, partnership, corporation, association or group using the airport as a necessary or primary element of their commercial business, or operating a business that provides any one or a combination of aeronautical services to or for aviation users at the Airport.

Person: a natural person, corporation, partnership, trust, association, political subdivision, agency of the State, or other legal entity, but does not include the County.

Premises: a defined area on the Airport that has been leased, or subleased, to Owner for a Non-Commercial Aircraft Hangar.

T Hangar : an aircraft hangar that consists of a multiple number of individual T-shaped bays or units, each suitable for the storage of a single aircraft.

Specialized Aviation Service Operator or SASO : a Person maintaining facilities at the Airport for the purpose of providing one or more of the following services: (1) specialized aircraft repair services (radios, painting, upholstery, propellers, instruments, accessories, etc.); (2) aircraft airframe and powerplant maintenance and repair; (3) flight training; (4) aircraft sales; (5) aircraft rental; (6) aircraft charter and air taxi service; (7) commercial aircraft storage.

PREAMBLE

Oconee County, acting by and through its Aeronautics Department, owns and operates the Oconee County Regional Airport. These minimum standards are hereby adopted in order to:

- insure adequate aeronautical services and facilities to the users of the Airport, and to encourage the development of the Airport and its activity;
- foster the economic health and orderly development of commercial and non-commercial aeronautical operators at the Airport;
- encourage growth and development of the Airport and to;
- facilitate the efficient development and use of land/property at the Airport.

the County has established these minimum standards and requirements (the "Minimum Standards") for the development of the Airport. These Minimum Standards may be amended in the future by the County as conditions require.

The Standards herewith provide:

1. The minimum standards for a person or persons, firm or corporation based upon or using the airport (or a portion thereof) as a primary or necessary element in their commercial business which may include providing one or more aeronautical services at the Airport.
2. Requirements for aeronautical nonprofit organizations (ie Flying Clubs) based at the Airport.
3. Minimum standards for all non-commercial aviation fuel users.
4. Provisions for hangar lease and sub-lease arrangements to meet minimum standards.
5. Penalties for violation of the minimum standards herein provided.
6. The criteria by which the Director shall consider requests from Persons who seek to lease, or sublease a tract of land at the Airport to construct, install, operate, maintain and use a Non-Commercial Aircraft Hangar at the Airport.

These Minimum Standards are applicable to Persons who seek to lease or sublease land at the Airport to construct, own and operate a private non-commercial aircraft hangar. These Minimum Standards apply to all Leases granted or renewed after the effective date of these standards. The provisions of the Lease will be compatible with the Minimum Standards herein contained and will not change or modify the Minimum Standards themselves. To the extent consistent with the terms of the Lease, these rules shall apply to all currently existing Leases and Permits.

ENFORCEMENT OF MINIMUM STANDARDS

The Oconee County Aeronautics Commission or its designee shall have the authority to request enforcement through the Oconee County Sheriff's Department for any violations of the terms and condition herein set forth.

The Oconee County Aeronautics Commission reserves the right to waive, modify or eliminate any or all Minimum Standards temporarily or permanently consistent with South Carolina Dept of Commerce and Federal Aviation Administration guidelines at its sole discretion if it deems it to be in the best interest of the airport.

PENALTIES FOR VIOLATIONS OF MINIMUM STANDARDS

Any person or persons, party, firm or corporation who shall wilfully violate any of the provisions of this Ordinance shall, upon conviction thereof, be punished by a fine of not less than one-hundred (\$100.00) Dollars, nor more than One Thousand (\$2500.00) Dollars, together with the costs of prosecution, and in default of payment of forfeiture and costs of prosecution shall be imprisoned until such forfeiture and costs are paid, but not exceeding thirty (30) days.

Each specific failure to comply with any of the provisions of this Ordinance shall constitute a separate violation.

MINIMUM STANDARDS FOR ALL OPERATORS

Pursuant to Oconee County Ordinance _____, no person may conduct or operate a commercial business at the Airport, or construct any improvements on Airport property except as authorized in writing by the Director, upon recommendation by the County Aeronautics Commission, and approved by the Oconee County Council.

These minimum standards should be renewed on a periodic basis and adjusted if necessary to reflect changes to the airport environs, compliance requirements and lease terms as they relate to the existing minimum standards.

The following standards shall apply to all Operators, with the exception of flying clubs whose complete list of standards are presented in the section which pertains solely to that type of operation.

1. Terms and duration of Leases shall be mutually agreed upon between the parties commensurate with the Operator's financial investment in his facility. If the duration of the lease is to exceed five years in length, provisions shall be made to periodically review the terms and rents of the lease relative to economic conditions and changes in the airport environment.
2. Operator shall have the experience necessary to conduct any aeronautical service he wishes to provide to the public and shall submit a statement of qualifications to the Owner upon request. This requirement can be met if the Operator has in a supervisory position, a person of such experience. Should an Operator not have such experience, but can demonstrate to the Owner's satisfaction that he has had equivalent related experience or training, such may be deemed acceptable. The Operator shall submit a letter of intent detailing the services which he wishes to provide, compliance with the relevant minimum standard as presented in this document, ratings and licenses his organization will have, and general scope of the operation.
3. Any Commercial operator seeking to conduct aeronautical services at the airport must provide the Owner a letter of financial integrity, to the Owner's satisfaction, from a bank or trust company doing business in the area, or other such source that may be readily verified through normal banking channels. The Operator must also demonstrate that he has the financial ability or backing, where applicable, for the construction of facilities that may be required for the proposed concept of operation. In addition, the financial institution letter should include a current financial net worth statement showing applicant holds unencumbered current assets in a total amount equaling at least three (3) months estimated maintenance and operating expenses. A performance bond may be used to meet this requirement.
4. General Insurance Requirements. All Commercial Operators shall demonstrate to the Owner's satisfaction evidence of its ability to acquire insurance coverage as stipulated for each particular type of operation. See Table 1.
5. Documentation of Financial Responsibility Compliance (limits as required by the Environmental Protection Agency)

In addition, Oconee County requires all Commercial Operators to name the County, its employees, the members of the airport commission, boards and committees of the County as an additional insured and stipulates that the Operator will hold harmless Oconee County in all action brought against it as a result of the Operators activity in association with the agreement to operate at the airport. The Operator shall have a current insurance certificate, issued by the insurer licensed to do business in the State of South Carolina, on file at all times with the airport Owner.

6. Each lease for ground space and contract for business at the airport entered into by the Owner shall include each of the following provisions as are required by State and Federal governments:
 - a. Fair and Nondiscriminatory Provisions
 - b. Affirmative Action Assurances
 - c. Civil Rights Assurances
 - d. Nonexclusive Rights Provision
 - e. Other mandated provisions
 - f. The most current amendment or form of such mandatory lease provisions shall be obtained from the State or Federal governments and shall be included in each lease at the times of execution
6. All Commercial Operators shall have the right in common with others so authorized to use common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences of the take-off, flying and landing of aircraft.
7. Any construction required of any Commercial or Non-commercial Operator shall be in accordance with design and construction requirements of the Owner, State and Federal regulations and applicable codes. All plans and specifications shall be submitted to the County for approval.
8. The Operator shall provide adequate, paved auto parking space within the leased area sufficient to accommodate all activities and operations.
9. Applicable Operators shall lease enough land area to provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been or will be provided for the Operator.
10. All present Commercial Operators conducting operations on the Airport prior to the installation of this minimum standards may be allowed to continue operations without fully complying with them, provided the County determines the continued operation is in the best interest of activity at the Airport and the operation is not in violation of any airport assurance compliance regulations. If the current Operators lease agreement requires compliance with minimum standards as revised from time to time, these revised standards and future revisions shall be applied upon approval of the modified standards or at the termination of the Operator's present lease, or any agreed upon review date established in the agreement to review rate structure or terms, at the sole discretion of the Owner.

These minimum standards should be renewed on a periodic basis and adjusted if necessary to reflect changes to the airport environs, compliance requirements and lease terms as they relate to the existing minimum standards.

AIRCRAFT AIRFRAME, ENGINE AND ACCESSORY MAINTENANCE AND REPAIR

STATEMENT OF CONCEPT

An aircraft airframe, engine and accessory maintenance and repair Operator is a person or persons, firm or corporation, providing one or a combination of airframe, engine and accessory and repair services on aircraft, with at least one person holding a current certificate issued by the FAA with appropriate ratings to perform the services offered. This category shall also include the non-exclusive right to sell aircraft parts and accessories.

MINIMUM STANDARDS

- (1) The Commercial Operator shall lease from the County an area of not less than 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet of floor space for airframe and power plant repair services including a segregated painting area (if this service will be provided), all meeting local and state industrial code requirements, and at least 500 square feet of floor space for office and rest rooms, which shall be properly heated and lighted;

The Commercial Operator shall also provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.

The Commercial Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators building to the taxiway that has been or will be provided by the County.

- (2) The Commercial Operator shall provide sufficient equipment, supplies, and parts availability as required by the FAA relevant to the type of maintenance engaged in.
- (3) See Table 1 for the types of insurance required for this operation.
- (4) The Commercial Operator shall have his premises attended and open to provide services eight (8) hours daily, five (5) days a week.
- (5) The Operator shall have in his employ (including subcontractors) , and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one (1) person holding a current certificate issued by the FAA with ratings appropriate to the work being offered.

AIRCRAFT LEASE AND RENTAL (Sightseeing, etc)

STATEMENT OF CONCEPT

An aircraft lease or rental Operator is a person or persons, firm or corporation engaged in the rental or lease of aircraft to the public.

MINIMUM STANDARDS

- (1) The Commercial Operator shall have available for rental, either owned or under written lease to Operator, not less than one certified airworthy fixed/rotary wing aircraft equipped and certified for flight under visual meteorological conditions.
- (2) The Commercial Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards and requirements in an efficient manner, but never less than one (1) person having at least a current FAA commercial pilot certificate with appropriate ratings.
- (3) See Table 1 for the types of insurance required for this operation.

FLIGHT TRAINING

STATEMENT OF CONCEPT

A flight training Operator is a person or persons, firm or corporation engaged in instructing student and rated pilots in dual and solo flight training, in fixed or rotary wing aircraft, and provides such related ground school instruction as is necessary in preparation for taking a written examination and/or practical test for the category or categories of pilots' licenses and ratings involved.

MINIMUM STANDARDS

- (1) *Commercial flight training operations regulated by FAR Part 91 may be conducted on the airport only by FAA certified flight instructors provided each instructor registers in advance with Airport Director. Each operator shall provide written proof of required insurance coverage listed in Table 1. Use of terminal facilities for ground instruction must be coordinated and approved in advance with the Airport Director.*
- (2) FAR Part 141 Certified Flight schools: Each commercial operator of a flight school regulated under FAR Part 141 guidelines shall lease from the County an area of not less than 1500 square feet of ground space on which shall be erected a building to provide at least 1000 square feet of floor space for office, customer lounge and training areas, and rest rooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use.
- (3) Each commercial operator shall have in his employ trained personnel in such numbers as are required to meet the minimum standards and requirements in an efficient manner, but never less than one (1) person having a current FAA commercial pilot certificate with appropriate ratings, including instructor rating.
- (4) *Minimum standards for this type of commercial operator may be changed in the future depending on the size, scope and type of flight training operation.*

FLYING CLUBS

STATEMENT OF CONCEPT

Each flying club based at CEU must be a non-profit South Carolina corporation, partnership, part of the South Carolina University system, or an IRS code 401-C3 organization. Documentation verifying non-profit status shall be presented to the Airport Director prior to beginning operations. For Corporations, and private flying clubs, each member must be a *bona fide* owner of the aircraft or a stockholder in the corporation owning the aircraft. Also, the value of each stock must be equal, and the combined value of the stock cannot exceed the value of the aircraft owned by the corporation.

MINIMUM STANDARDS

- (1) The Club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual cost of operation, maintenance and replacement of its aircraft. The Club will keep current a complete list of the Club's officers and will make such available to the County upon request.
- (2) The Club's aircraft will not be used by other than *bona fide* members and by no-one for hire (profit), charter, or air taxi. Student flight instruction may be given in the Club aircraft by one Club member to another Club member, providing no compensation takes place. Student flight training can be given in the club aircraft by a commercial operator on the airport that meets the minimum standards and has a current agreement with the County to provide flight instruction.
- (3) In the event the Club fails to comply with these conditions, the County will notify the Club in writing of such violations. The Club shall have fourteen (14) days to correct such violations. If the Club fails to correct the violations, the County may demand the Club's removal from the Airport or may take other appropriate legal action deemed advisable by the attorney of the County.
- (4) The flying Club must agree and provide, as a minimum, insurance in the categories to the same level as required for other commercial operators. (See table 1)
- (5) Aircraft maintenance performed by the Club shall be limited to only that maintenance that does not require a mechanic holding a current FAA certificate, unless the mechanic holds an FAA certificate and does not receive remuneration in any manner for such service including, but not limited to, free or reduced rate flight time in club aircraft.

SPECIALIZED COMMERCIAL AIRCRAFT SERVICES (SCAS)

STATEMENT OF CONCEPT

A specialized commercial flying services Operator whose base of operation is the Airport is a person or persons, firm or corporation engaged in aircraft services for hire for the purposes of providing, but not limited to, the activities listed below:

- Nonstop sightseeing flights (flights beginning and ending at the Airport)
- Crop dusting, seeding, or other agricultural spraying
- Banner towing and aerial advertising, Aerial photography or aerial survey
- Powerline or pipe line patrol operations
- Freight carrier-loading/unloading or delivery of cargo, packages or mail
- Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

MINIMUM STANDARDS

- (1) The commercial SCAS operator shall have a written agreement with Oconee County to conduct a business for hire from the Oconee County Regional Airport. SCAS's may be required to pay an annual airport user fee to the County, in addition to any land rentals, for the right and privilege to use the Airport in the conduct of a for-profit business.
- (2) All Operators shall demonstrate they have the availability of aircraft suitably equipped and approved for the particular type of operation they intend to perform.
- (3) The based SCAS Operator shall lease land from the County an area of the airport sufficient to accommodate all activities and operations proposed by the Operator. The minimum areas and type of facility required in each instance shall be determined by and subject to the approval of the County.
- (4) In the case of crop dusting, aerial application or other commercial use of chemicals, the SCAS Operator shall provide suitable facilities which include a centrally drained paved area of 2500 square feet minimum within his leased area for safe loading, unloading, storage, washing of aircraft and to facilitate its removal from the airport property. The operator shall provide tank trucks for handling of chemicals and liquid mixing materials and shall provide adequate ground equipment for the safe loading and handling of dusting materials.
- (5) The County shall set the minimum insurance requirements as they pertain to the particular type of operation to be performed. These minimum requirements shall be applicable to all operations of a similar nature. All SCAS Operators will, however, be required to maintain the Aircraft Liability Coverage as set forth for all Operators. See Table 1.
- (6) The SCAS Operator shall have in his employ, and on duty during appropriate business hours, trained personnel in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner.
- (7) The SCAS Operator must provide, by means of an office or telephone, a point of contact for the public desiring to utilize SCAS Operator's services.

COMMERCIAL SKYDIVING OPERATIONS

STATEMENT OF CONCEPT

A Skydiving operator engages in the transportation of persons for skydiving, instruction in skydiving, and rental and sales of skydiving equipment for hire or profit and is classified as a special aeronautical services operator (SASO).

MINIMUM STANDARDS

1. The SASO Operator shall have a written agreement with Oconee County to conduct a business for hire from the Oconee County Regional Airport.
2. The SASO Operator will have available for skydiving, either owned or under written lease to the FBO, at least one properly equipped, certificated and insured aircraft.
3. The Skydiving operator will meet or exceed the Basic Safety Requirements (BSR) of the United States Parachute Association (USPA), FAR Part 105, and related FAA Advisory Circulars. The jump plane pilot must hold an FAA commercial pilot certificate and appropriately rated for the aircraft being operated in the skydiving operation.
4. The Airport Manager may designate a reasonable time period and specific area for skydiving activities.

SKYDIVING CLUBS

Skydiving Clubs are nonprofit entities organized for the express purpose of providing its members with aeronautical services for their personal use and enjoyment only. Flying Club aircraft must be vested in the name of the club or owners on a pro-rata share. The club may not derive greater revenue from the use of the aircraft than the cost to operate, maintain and replace the aircraft. A flying club qualifies as an individual under the grant assurances and, as such, has the right to fuel and maintain the aircraft with its members. The sponsor has the right to require a skydiving club to furnish documents such as insurance policies, and maintain a current list of members as necessary to ensure that the club is a bona-fide nonprofit organization. Because Clubs are not commercial FBO's, their By-Laws or regulations should not attempt to deviate from the Airport Rules and Regulations. Skydiving Clubs shall hold a general liability insurance policy naming the airport County as an additional insured party with the amount to be reasonable and not unjustly discriminatory.

MULTIPLE SERVICES

STATEMENT OF CONCEPT

A multiple services commercial Operator is a person or persons, firm or corporation engaged in any two (2) or more of the aeronautical non-specialized services in addition to any specialized service provided for which minimum standards have been herein specified.

MINIMUM STANDARDS

- (1) The commercial Operator shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed. Multiple uses can be made of all aircraft with the exception of aircraft used for crop dusting, aerial application, or other commercial use of chemicals. The Operator shall comply with the personnel requirements for each aeronautical service to be performed.
- (2) The commercial Operator shall provide the facilities, equipment and services required to meet the minimum standards as herein provided for each aeronautical service the Operator is performing. Cross utilization of facilities, personnel, and equipment can be made providing it does not result in a reduction of service covered within the Operator's agreement.

The commercial Operator shall provide for automobile parking within the leased space but outside the aircraft-parking ramp.
- (3) The commercial Operator shall obtain, as a minimum, that insurance coverage which is equal to the highest individual insurance requirement of the aeronautical services being performed by Operator.
- (4) The commercial Operator shall adhere to the hours of operation required for each aeronautical service being performed.
- (5) The commercial Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards and requirements for each aeronautical service the Operator is performing as herein provided. Multiple responsibilities and cross utilization of personnel may be assigned to meet the personnel requirements for each aeronautical service being performed by the Operator.

NON-COMMERCIAL AVIATION FUEL USAGE

STATEMENT OF CONCEPT

A non-commercial aviation fuel user maintains bulk fuel storage (50+ gallons) and transfer only for his own aircraft or aircraft leased for his exclusive use.

MINIMUM STANDARDS

- (1) No person shall engage in the activity of storing, transporting, or dispensing of non-commercial aviation fuels except those persons holding a written agreement with the County.
- (2) At no time shall Lessee share, sub-lease, or in any other manner provide fuel or fueling facilities to any other tenant or any other aircraft except those aircraft owned or leased for the exclusive use of the tenant designated in the agreement.
- (3) All persons performing self-fueling of their own aircraft shall agree not to fuel aircraft within an enclosed building or enclosed hangar.

If Approved by the County, lessee shall install and maintain all fuel storage facilities within a Fuel farm in accordance with plans and specifications approved in writing.

Lessee shall comply with all local, state and federal laws and regulations governing the installation, operation, and maintenance of all fueling facilities, equipment and dispensing trucks.

Dispensing trucks, bulk fuel trucks, emergency vehicles and other vehicles approved by the County shall meet all local, state, and federal code and shall be the only vehicles permitted within the Fuel Farm Area.

All fuel storage shall be in tanks approved by the County, and equipped with necessary equipment such as valves, meters and vents that meet all local, state, and federal codes.

Each prospective fuel Lessee shall submit to the County a written proposal which sets forth the extent of operations, to include: fuel grades; estimated annual volume; experience and training of fuel handling personnel; type, size and condition of all fueling facilities and equipment to be used; assurance provisions for the security and safety of the facility, and any cost that may be expected by the County.

- (9) The Lessee shall have the following insurance in the amounts required by all Operators:
 - (a) Comprehensive Public Liability and Comprehensive Property Damage, including Vehicular.
 - (b) Fuel Tank Financial Responsibility.

- (10) The Lessee shall pay to the County a fuel flowage fee on the amount of fuel received into storage at the current rate established for commercial fuel Operators on the Airport. The Lessee shall submit to the County the amount of gallons received each month on or before the 10th day of the following calendar month. The Lessee shall also maintain copies or original receipts from the wholesale fuel vendor as evidence of amount of gallons dispensed per month.
- (11) The minimum storage tank allowed shall be determined by the County at the time of application and shall be of sufficient size to minimize the number of fueling transfer operations to the greatest extent possible.

**OPERATORS SUBLEASING FROM
ANOTHER COMMERCIAL OPERATOR ON THE AIRPORT**

Prior to finalizing an agreement, the lessee and sub-lessee shall obtain the written approval of the County for the business proposed. Said sublease shall define the type of business and service to be offered by the sub-lessee.

The sub-lessee shall meet all of the minimum standards and pay all fees established by the County for the categories of services to be furnished by the Operator. The minimum standards may be met in combination between lessee and sub-lessee. The sublease agreement shall specifically define those services to be provided by the lessee to the sub-lessee that shall be used to meet the standards.

The sublease agreement shall specifically identify the portion of facilities to be used by sub-lessee and the financial agreement entered into for the sub-lessee's use of such facilities.

LAND / NON-COMMERICAL HANGAR DEVELOPMENT

11-13-06

STATEMENT OF CONCEPT

The County may lease land at the Oconee County Regional Airport to prospective Owners, individuals or businesses, to be used for the storage of general aviation aircraft owned or leased by its Owner(s). A Non-Commercial Aircraft Hangar may not be used to provide Commercial Aeronautical Services, or to store aircraft of any Person who is not a Hangar Owner except through a sublease authorized in advance by the Airport Director.

MINIMUM STANDARDS

A. Written Lease

- 1) Before beginning any construction or operations, the prospective Hangar Owner must enter into a written Lease with the County, reciting the terms and conditions under which it will do business on the Airport, including but not limited to, the term of agreement, the rentals, fees, and charges, the rights, privileges and obligations of the respective parties, and other relevant provisions. Such Lease or sublease shall be consistent with these Minimum Standards.
- 2) A land/hangar development lease with the County shall contain, or adopt by reference, all provisions required by the applicable law including, without limitation, regulations promulgated by the FAA, and assurances or agreements entered into by the County as a condition of any Federal Grant to the County for the Airport. The Lease shall be subordinate to any existing or future Federal grant assurances.
- 3) A Lease with the County shall provide that, at or before execution, the Hangar Owner shall deliver to the Director a security deposit in an amount not less than three months' fees and charges owed to the County under such agreement. The security deposit shall be in the form of cash or an irrevocable letter of credit drawn on a County -approved bank, and shall be held by County as security for the Hangar Owner's performance of its obligations under the Lease, including, but not limited to, payment of fees and charges or other amounts due the County under the Lease. The security deposit shall not be considered an advance payment of such fees and charges, or a measure of damages, in the event of default by the Hangar Owner. Provided the Hangar Owner is not in default, the security deposit, or any unused balance thereof, shall be returned to Hangar Owner within thirty (30) days following termination of the Lease.
- 4) The Lease or sublease shall not be assigned or transferred in whole or in part without the prior written consent of the Director. Nor may the Premises be sublet in whole or in part without the prior written consent of the Director.

B. Site Development Standards

- 1) Location. Non-Commercial Aircraft Hangars may be located/situated only in those areas of the Airport specified for General Aviation use in the Airport Layout Plan (ALP) and the Airport Master Plan.
- 2) Minimum Space Requirements. The Hangar Owner shall lease or sublease a sufficient amount of land, but not less than 10,000 square feet, upon which all required Improvements shall be located, including any on-premises drainage improvements necessary to comply with applicable Federal, State and Local law, rules and regulations and the Airport Storm Water Pollution Prevention Plan. For individual box structures, the improvements must include a minimum of 3,600 square feet of hangar space with no individual hangar having less than 3,600 square feet of hangar space. The Owner must provide air conditioned space for an office, restrooms and telephone facilities for Owner-occupant use, (c) paved aircraft apron space to accommodate the maximum number and type of aircraft that can be stored within the hangar(s) at any one time, and (d) a suitable paved automobile parking facilities to accommodate the Owner(s), guests, and employees on a daily basis.
- 3) T-Hangars. A Non-Commercial Aircraft Hangar may be a T-Hangar, provided that:
 - a) The T-Hangar unit may not be rented or leased to a person who is not a Hangar Owner, except that a Hangar Owner may sublease his or her individual unit with the prior written consent of the Director;
 - b) Commercial Air Charter Aeronautical Services may not be operated from any T-Hangar unit.
- 4) Subleases. An Hangar Owner may sublease his or her rights to store an aircraft in a Non-Commercial Aircraft Hangar with the prior written consent of the Airport Director.

NOTE: A sublease may not be used as a subterfuge to avoid the prohibition against the use of the Premises for a Commercial Aeronautical Service, including, but not limited to the operation of a Commercial Aircraft Hangar. Sub-subleases are strictly prohibited.
- 5) Airport Design Criteria. All construction of Improvements and infrastructure must conform to proper building codes, including NFPA 409 specifications, and conform to and comply with the approved plans and specifications submitted by Owner and approved by the County and the Director, the applicable statutes, ordinances, building codes, rules and regulations of County and the FAA and such other authorities as may have jurisdiction over the Airport, the Premises or Owner's operations herein. The height of any structure on the Premises must be within the limits of the FAA regulations governing objects affecting airspace, as set forth in 14 C.F.R., Part 77 and the County's Airport Height Hazard and Compatible Use Zoning Ordinances. Any structure that violates these

requirements shall be subject to removal or remediation at the Owner's expense. The Director will have the right to review all plans and specifications for any Improvements to be constructed on the Premises to determine compliance with such regulations. The approval by the Director shall not constitute a representation or warranty as to such conformity or compliance, but responsibility therefore shall at all times remain with the Owner.

- 6) Design/Construction Review. Owner shall not construct, install, remove, or modify any Improvements on the Premises without the prior written approval of the Director, or his designated representative, of Owner's plans and specifications for the proposed project. All plans for Improvements shall be complete and submitted at least 60 days prior to the proposed start of construction. Submitted plans must comply with the applicable provisions of the agreed upon Lease.
- 7) Bonds and Insurance. Hangar Owner shall provide or cause to be provided to the County prior to the commencement of any construction of any Improvements, a valid performance bond and payment bond, each in the amount of the maximum estimated hard construction costs, for the successful construction of its improvements. Said bonds shall be maintained and kept in full force and effect until work items called for in the Hangar Owner's agreement with the County are complete. The bonds shall be conditioned to ensure performance and payment by the Hangar Owner and its construction contractor of all Improvements required and proposed by the Hangar Owner, and to stand as security for the successful completion of the built Improvements on the Premises and for payment of any valid claim by the County against the Hangar Owner or its Contractor associated with the construction of the improvements. The bonds shall be in a form acceptable to the County and shall be issued by a surety that complies with the requirements of the South Carolina Insurance Code, as amended. If Hangar Owner engages any contractors and/or subcontractors to construct Improvements on the Premises, the contractors and subcontractors must carry appropriate builders risk and commercial general liability policies as are required at that time by the County Risk Manager for construction projects on County property.
- 8) Other Paved Facilities. The Hangar Owner shall provide within the Premises a paved walkway to accommodate pedestrian access to the Hangar; a paved aircraft apron sufficient to accommodate Owner's aircraft, and telephone facilities.
- 9) Landscaping. Landscaping of the Premises is required. A plan for landscaping the Premises shall be submitted to the County for its approval in accordance with the ABIA Design and Development Guide. The Owner shall maintain the landscaping.
- 10) Ownership of Improvements. All right, title, and interest in any Improvements constructed by or for a Hangar Owner on the Airport shall fully vest in the County upon the end of the term of the Owner's Lease. The Hangar Owner shall execute and deliver to the County such documents as may be required to evidence the County's ownership of such Improvements.

C. Prohibited Activities:

All activity on the leased premises shall comply with applicable Federal, State, and local laws and ordinances. The Owner shall not store or dispense fuel on the Premises, except that an Owner may self fuel his or her own aircraft on the Premises if the fueling is performed by the Owner or the Owner's employees with fuel supplied by the Owner in an area on the Premises designated for self fueling. The location, design and construction of self-fueling areas must be approved in writing by the Director, and comply with Environmental rules and regulations, including the approved Airport Stormwater Pollution Prevention Plan. Aircraft may not be maintained, repaired or serviced on the Premises unless such services are performed either by (i) the Hangar Owner or the Hangar Owner's employees with resources supplied by the Hangar Owner, or (ii) a Fixed Base Operator or Specialized Aeronautical Service Operator having a permit to operate on the Airport. No de-icing or painting of aircraft is permitted on or in the Premises. The Hangar Owner shall not perform engine run-ups inside the premises. The Hangar Owner may not, directly or indirectly, provide any Commercial Aeronautical Service to any Person on the premises.

D. Indemnification.

Hangar Owner shall defend, indemnify and hold harmless the County and its employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against all costs, expenses (including reasonable attorneys' fees, expenses of investigation and litigation, and court costs), liabilities, damages, claims, suits, judgments, actions, and causes of actions whatsoever (collectively, "Claims") resulting from or concerning the design, construction, operation or maintenance of the Non-Commercial Aircraft Hangar at the Airport, to the extent arising directly or indirectly out of (a) any failure of the Hangar Owner to comply with these Minimum Standards, (b) any breach of the Lease by Hangar Owner, its agents, employees or contractors, (c) any false representation or warranty made by Hangar Owner in making application to conduct business on the Airport or in the Lease, (d) any negligent act or omission or willful misconduct of Hangar Owner, or its their agents, employees or contractors, and (e) the negligent acts and omissions of the Indemnified Parties. Hangar Owner shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all claims against any of the Indemnified Parties. Hangar Owner may contest the validity of any claims, in the name of Hangar Owner or the Indemnified Parties, as Hangar Owner may in good faith deem appropriate, provided that the expenses thereof shall be paid by Hangar Owner.

E. Insurance.

1) General Requirements. Hangar Owner shall not commence operations or construction until Hangar Owner has obtained the types and amounts of required insurance applicable to the proposed operation and such insurance has been reviewed by the County, or a Certificate of Insurance is received indicating required coverage (See Table 1). If the coverage period ends during the Term of Hangar Owner's Lease, Hangar Owner must, prior to the end of the coverage period, forward a new Certificate of Insurance to County as verification of continuing coverage for the duration of the Term of the Lease. Hangar Owner must submit certificates of insurance for all subcontractors to the County prior to them commencing work on the project.

a) Approval of insurance and the required minimums by the County shall not relieve or decrease the liability or responsibility of the Hangar Owner hereunder and shall not be construed to be a limitation of liability on the part of the Hangar Owner.

b) Hangar Owner's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of South Carolina at the time the policy is issued and shall be written by companies with an A.M. Best rating of B+VII or better. Hazardous materials insurance, if required, shall be written by companies with A.M. Best ratings of A- or better.

c) All endorsements naming the COUNTY as additional insureds, waivers of subrogation, and notices of cancellation endorsements as well as Certificates of Insurance shall indicate:

Oconee County (dba Oconee County Regional Airport)
415 S. Pine Street
Walhalla, SC 296
Attention: Risk Manager

d) The "other" insurance clause shall not apply to the County where the County of Oconee is an additional insured shown on any policy. It is intended that policies required in this Agreement covering the County and the Hangar Owner, shall be considered primary coverage as applicable.

e) If insurance policies are not written for amounts specified above, the Hangar Owner shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

f) The County shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

g) The County reserves the right to review insurance requirements set forth during the Term of this Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Hangar Owner.

h) The Hangar Owner shall not cause any insurance to be canceled nor permit any insurance to lapse during the Term of this Agreement or

as required in the Agreement.

i) Hangar Owner shall provide all deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificates of Insurance.

j) Insurance provided by an Hangar Owner pursuant to this Minimum Standards shall cover and protect the County, and its elected and non-elected officials, officers, agents, employees, contractors, successors, and assigns, as their interests may appear.

2) Specific Insurance Requirements. The Hangar Owner shall obtain, and maintain throughout the term of its Lease, the following insurance coverages, and furnish certificates of insurance and policy endorsements as evidence thereof.

a) If applicable, Workers' Compensation and Employers Liability coverage with limits consistent with statutory benefits.

Minimum policy limits for employers are:

\$1,000,000 bodily injury liability each accident.

\$1,000,000 bodily injury each employee.

The following endorsements shall be added to the policy:

i) A Waiver of Subrogation in favor of the Oconee County;

ii) A thirty (30) day Notice of Cancellation/Material Change in favor of the County;

b) Property insurance coverage for 100% of the value of all improvements leased from the County, or constructed by or for Hangar Owner on the Airport. Coverage shall include but not be limited to fire, wind, hail, theft, vandalism and malicious mischief. The coverage shall be written on a replacement cost basis. The proceeds from such insurance shall be used to restore the improvements to their original condition in the event of a covered loss.

c) Liability Insurance for all Hangar Owner-owned or operated aircraft and premises exposures for bodily injury and property damage. The policy(ies) shall contain:

i) Aircraft Liability coverage for all owned or operated aircraft for a minimum limit of \$1,000,000.

ii) Contractual liability coverage for liability assumed under the Lease.

iii) Medical Expense coverage with a limit of \$3,000 any one person.

iv) Ground Hangarkeepers Liability with a limit of \$1,000,000.

v) Oconee County named as additional insured.

vi) Thirty (30) day Notice of Cancellation in favor of Oconee County.

vii) Waiver of Transfer of Rights of Recovery Against Others in favor of the County.

d) If a Hangar Hangar Owner operates any motor vehicle on the Airport, Automobile Liability Insurance for all owned, non-owned and hired.

vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage. The policy shall contain the following provision to:

- i) Name Oconee County as additional insured,
- ii) Waiver of Subrogation in favor of Oconee County,
- iii) Thirty (30) day Notice of Cancellation in favor of County.

F. Certifications.

The Hangar Owner shall obtain and maintain in full force and effect all FAA and other certificates and licenses necessary for to operate or maintain the Hangar, and shall provide a copy of such certificates to the Director upon request.

- G. Waiver.** The Director may (but in no event shall be obligated to) waive one or more of the Minimum Standards applicable to an Hangar Owner for good cause shown upon written request of the Hangar Owner, provided such waiver would not adversely affect public health or safety, airport security, or Airport finances or operations, or would violate any Federal, State, County, or other law, statute, ordinance, rule, regulation, or Airport grant assurance.

- H. Term.** The normal lease term length for a Non-Commercial Aircraft Hangar shall be as agreed between the County and the Hangar Owner up to a maximum of thirty (30) years. Lease extensions may be negotiated in good faith by the Hangar Owner and Director.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 20, 2008
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Pre-authorization to allow Mr. Surratt to apply for FAA AIP Grant #16 in the amount of approximately \$2,030,613 and if approved authorize the Administrator to execute (accept) the grant when delivered.

BACKGROUND OR HISTORY:

Oconee County Airport is slated to receive an FAA Grant within the next 20 days. This comprehensive FAA AIP grant application was originally slated to include funds to construct/correct the runway line-of-sight design standard deficiency as well as funds to pay for the costs associated with permitting and streambed mitigation, storm water pollution prevention plans, attorney's fees, on-site testing and lab work, and administrative and resident project representative (RPR) costs for the upcoming 600 foot runway extension.

However due to recent cuts in federal funding, FAA has informed the County that funding of the runway line of sight modifications has been postponed indefinitely. FAA has instructed the County to submit the grant application for the full amount. Note: FAA has stated they will likely issue the grant in a lesser amount (approximately \$500,000). FAA further added that future funds for the construction of the line of sight modifications AND the 600 ft extension are slated for federal fiscal year (2009).

SPECIAL CONSIDERATIONS OR CONCERNS:

The County has requested FAA to issue the upcoming grant (#16) in an amount that will reimburse Oconee County for out-of-pocket project costs spent to date AND for environmental permitting and streambed mitigation for the upcoming 600 foot runway extension.

STAFF RECOMMENDATION:

Staff recommends Council authorize Mr. Surratt to apply for and execute the grant, upon approval, on behalf of County Council.

FINANCIAL IMPACT:

Oconee County's matching share of FAA grant is 2.5% or approximately \$53,438.00. There are currently funds available to cover Oconee County's 2.5% share.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes

If yes, who is matching and how much:

FAA share \$2,030,613

SC State share \$53,438 from SC Dept of Commerce funds

County Share \$53,438 from line item 012-703-60244-00000

ATTACHMENTS

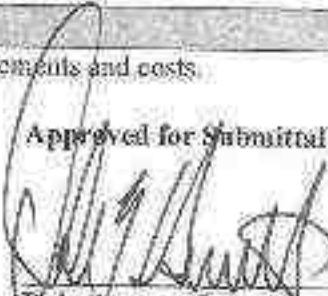
Spreadsheet explaining FAA AIP Grant #16 elements and costs.

Submitted or Prepared By:

Kevin D. Short
Airport Director

Department Head/Elected Official

Approved for Submittal to Council:


Dale Surratt, County Administrator

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

Project Sub element Descriptions
 GRANT #
 A/P 16 Line of Sight (LOS) Modifications Hwy 7-25

Project Sub element Descriptions	FAA Amount	State Share	County Share	Total	Talbert/Bright W/O date
Project Formulation Fee	\$7,301	\$185	\$195	\$7,780	TBI 0801 01/15/08
Special Services for Topo survey/Geotech	\$45,829	\$1,193	\$1,193	\$47,715	TBI 0801 01/15/08
Design & Bidding Services Hwy LOS	\$90,516	\$2,382	\$2,382	\$96,280	Amend 1 02/11/08
Sediment & Erosion Control Permit	\$2,019	\$53	\$53	\$2,125	Amend 2 04/11/08
Disadv. Business Enterprise Plan for FY 2007	\$7,358	\$194	\$194	\$7,745	08-03 Amrd 2 09/12/07
Disadv. Business Enterprise Plan for FY 2005	\$7,529	\$198	\$198	\$7,926	06-03 Amrd 3 11/26/07

Stormwater Pollution Prevention Plan	\$4,731	\$230	\$230	\$5,190	Upcoming
Permitting & Envtl. Stream Mitigation 600 ft ext	\$41,150	\$10,925	\$10,925	\$43,000	Upcoming
Administrative Land Costs (Pilot) notices etc	\$4,750	\$125	\$125	\$4,900	Upcoming
Legal Fees (Erad Notice Fees)	\$23,750	\$625	\$625	\$25,000	Upcoming
Construction of Line of Sight Hwy Modification	\$7,302,156	\$34,267	\$34,267	\$7,370,591	Upcoming
On site Testing, Inspections, Admin Fees	\$79,050	\$2,051	\$2,051	\$82,150	Upcoming
Construction Administration fee	\$41,205	\$1,088	\$1,088	\$43,950	Upcoming
Totals A/P 16	\$2,030,614	\$53,437	\$53,437	\$2,137,488	

COUNTY FUNDS AVAILABLE 6-2-2007 Acct 012-703-80244

minus A/P 15: \$193,701
 minus A/P 18: -\$7,400
 Available for 600 ft Hwy Extension: -\$53,437

A/P 17 Construction of 500 ft Hwy Extension: \$3,800,000
 Remaining \$\$ After 600 ft extension: \$100,000
 \$29,864

\$4,000,000 Upcoming

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: May 20, 2008
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Airport Long Term Parking Agreement

BACKGROUND OR HISTORY:

Over the years approximately 20 vehicles are parked in the Airport's Long Term Lot for free. This parking area is inside the airport security fence. This provides a degree of security for these vehicles not to mention the added convenience of these patrons having immediate access to their personal vehicle. For Security purposes other airports restrict the number of hours vehicles may park on the airport and typically do not allow extended long term parking. Staff sees the convenience factor a commodity of some value.

SPECIAL CONSIDERATIONS OR CONCERNS:

Charging a reasonable fee (\$10 per month or \$100 per year) would provide an additional revenue source for the airport helping to make it more self sufficient.

STAFF RECOMMENDATION:

Staff recommends adopting the Long Term Parking agreement for future airport parking patrons.

FINANCIAL IMPACT:

Staff anticipates an increase in annual income of approximately \$1000-1500 per year.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:


ATTACHMENTS

Long Term Parking Agreement

Submitted or Prepared By:

Approved for Submittal to Council:

Department Head/Elected Official


Dale Surratt, County Administrator

Reviewed By/ Initials:

Ⓢ I recommend a higher rate than \$10. Ⓢ

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.

OCONEE COUNTY REGIONAL AIRPORT

NON-TENANT LONG-TERM VEHICLE PARKING AGREEMENT

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

1. Lessee shall be entitled to a vehicle parking space to park a vehicle, but for no other purpose. Vehicle is defined as a passenger car, pickup truck or other similar type vehicle. Vehicle is not intended to be a large truck, motor home, trailer or any other vehicle the Airport Manager determines is not appropriate to be parked at the airport (NO CAMPERS OR LARGE RECREATIONAL COACHES, CONVERTED BUSES, ETC.). By occupying and using said parking area, Owner shall comply with all rules and regulations promulgated by the Oconee County Council.

2. The non-tenant vehicle parking fee for said parking set by the County Council by resolution is as follows:

Long Term Vehicle Parking, 72 hours or longer.

1. \$10.00 per month paid in advance,
2. \$100.00 per year paid in advance.

These fees may be increased at any time by resolution of the Oconee County Council. Lessee's fees will not increase until the expiration of this Agreement.

3. Lessee shall maintain the parked vehicle in good operating condition at all times while stored on airport property. The County shall maintain the parking area in good repair and appearance.

4. Lessee shall not assign his or her interest in this agreement or sublet the parking area. If the parking area is not used to park an owned vehicle or if left unoccupied for more than 90 days, the Owner shall surrender the parking area and vacate the premises.

5. Each vehicle based at the airport must be covered by automobile insurance and must be currently registered (current vehicle registration certificate). A copy of the proof of insurance and registration must be supplied to the County.

6. It is understood and agreed the County shall have the right to enter and inspect the parking area premises at all reasonable times to insure maintenance and safety of the premises.

7. Lessee shall not commit, nor allow to be committed, any waste disposal on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.

8. The County and Lessee agree any violation of any of the conditions of this agreement or any violations of the Airport's rules and regulations shall be sufficient.

cause for eviction of Owner from said premises. Owner agrees to pay all costs of such action, including such reasonable attorney's fees as may be determined by the Court.

9. Upon termination of this agreement, Owner will peacefully and expeditiously vacate the parking space leaving it in as good condition as when received.

10. This agreement may be terminated by either party for any reason by giving thirty (30) days written notice to the other party. Owner shall be reimbursed for any prepaid parking fee on a prorated basis for each month remaining during the payment period if the County terminates this Agreement for a reason that is not a condition of this Agreement.

Owner's Name

Mailing Address, Street

City, State, Zip

Home Phone

Work Phone

FAX

Insurance Company

Expiration Date/Extension

Vehicle Registration Date (month/year)

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

Owner's Signature

Date

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

Airport Manager

Date

Please remit to:

Geonec County Regional Airport
365 Airport Road
Seneca, SC 29678

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: May 20, 2008
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Addendum to the Airport Operations Manual to regulate Ultralight Operations

BACKGROUND OR HISTORY:

There are currently no guidelines or operating procedures for Ultralights at the Oconee County Regional Airport. Moreover, operation of an Ultralight aircraft does not require a license from the Federal Aviation Administration. Also, with ever increasing aviation fuel prices there is a potential for many aviation enthusiasts to reduce costs by transitioning from more expensive aircraft to Ultralight aircraft which are cheaper to operate.

SPECIAL CONSIDERATIONS OR CONCERNS:

The lack of guidelines exposes the County to excessive liability if Ultralight aircraft were to operate unrestricted from the airport. Operators of Ultralight Aircraft are not required to have documented training and are not required to be medically certified.

STAFF RECOMMENDATION:

Staff recommends adoption of the Addendum to the Airport Operations Manual to protect the County from unregulated Ultralight Aircraft Operators.

FINANCIAL IMPACT:

None

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available? Yes / No

If yes, who is matching and how much:

ATTACHMENTS

Addendum to the Airport Operations Manual (Ultralight Operations)

Submitted or Prepared By:
Kevin D. Short

Department Head/Elected Official

Approved for Submittal to Council:



Dale Surrett, 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.

DRAFT APPENDIX I ULTRALIGHT OPERATIONS

Appendix I - SPECIAL USE OPERATIONS

1.10 - General

This section provides for the monitoring and regulation of special-use operations on the Oconee County Airport.

1.20 – ULTRALIGHT OPERATIONS

– 1.21 – Introduction/Applicability

(a) This section applies to the Ultralight Aircraft, as defined in FAR Part 103.1, including weight, flight speeds, fuel capacities, and required equipment and limitations. Only those aircraft meeting the prescribed design criteria may be operated under the provisions contained herein.

(b) This section applies to the pilot, or operator of the ultralight aircraft, as identified and defined in FAR Part 103.7, and other relevant parts, as applicable.

(c) This section incorporates all applicable portions of Federal Air Regulations, Advisory Circulars, and similar guidelines, specifically, applicable portions of FAR Parts 61, 91, & 103; and AC 90-66A, 103-6 and 103-7; by reference, as though they were fully written and included herein including subsequent regulations.

(d) The requirements of this section shall not apply to transient (Cross-country) ultralight aircraft.

(e) This section shall not apply to aircraft and /or pilots that are registered with the FAA and possess a valid pilots certificate and aircraft airworthiness certificate, as provided for in those applicable parts of Federal Air Regulation.

1.22 – Registration

(a) All ultralight aircraft based at or operated from Oconee County Regional Airport shall be registered in the Airport Office on the prescribed form.

(b) All ultralight aircraft which operate from the airport shall be registered with a national organization, recognized by the FAA, such as the Experimental Aircraft Association (EAA), the United States Ultralight Association (USUA) or similar organization.

(c) All operators (pilots) of ultralight aircraft must possess valid pilot ratings issued by the national organization, appropriate for their operation.

(d) Proof of all required registration and rating information must be presented to the Airport Manager for approval and copies thereof must remain on file in the Airport Office.

(e) Any changes in aircraft ownership or registration or rating information must be provided to the Airport Office within 10 days.

(f) Insurance is required for all ultralight operations on the Oconee County Regional Airport. The ultralight operator/owner shall indemnify, defend, and hold harmless the County, its officers, officials, employees, and volunteers from any and all loss, damage and liability for damages, including attorneys fees and other costs of defense incurred by the County, whether for damages to or loss of property, or injury to or death of their officers, agents, and employees or third parties, which shall in any way arise out of or be connected with ultralight operations. To this end, the ultralight operator/owner shall secure and maintain, during the term of this agreement certain insurance for each ultralight that shall protect the County in such manner and amounts as set forth hereinafter as follows:

(i.) The carrier must have a Best's rating of A-VII or better.

(ii.) The policy limit shall be \$100,000 per person per occurrence for bodily injury and \$250,000 property damage per occurrence, and \$1,000,000 combined per occurrence, consistent with availability of coverage.

(iii.) The policy shall be endorsed to name the County as an "additional insured". Said endorsement shall be executed by a representative authorized to issue same.

(iv.) The insurance coverage shall be primary insurance as respects the County, its officers, officials,

DRAFT APPENDIX I ULTRALIGHT OPERATIONS

employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the ultralight operator/owner's insurance and shall not contribute with it.

(v.) The endorsement shall specifically state that the insurance coverage provided under this policy shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

(vi.) Renewal endorsements shall be provided to the County annually, thirty (30) days prior to the anniversary date of each agreement.

1.22 – Waivers and Exemptions

(a) As provided in FAR Part 103.1(a), the Ultralight Aircraft used or intended to be used for manned operation in the air by a single occupant.

(b) Except as specified in an appropriate waiver or exemption letter, no person may operate an ultralight with more than one occupant.

(c) Any operation under a waiver or exemption letter must be done so in strict compliance to all provisions contained therein.

(d) Each waiver or exemption letter required under this part shall be presented to the Airport Manager for review and a copy of same shall be maintained on file in the Airport Office.

(e) Insurance coverage required in paragraph 1.21(f) above, shall specify and provide coverage for the appropriate exempted operation identified in the exemption letter.

(f) Flight Instruction/Training is a commercial activity and shall be conducted only in full compliance with the requirements in the Airport's Minimum Standards for Aeronautical Activities, and other applicable provisions of Airport Regulations and FAR's.

1.23 – Agreement

(a) Each person who operates an ultralight on or from the Airport under the provisions of this regulation shall first complete a verbal orientation and briefing on all applicable requirements and operations procedures with the Airport Director.

(b) Each person who operates an ultralight on or from the Oconee County Regional Airport under the provisions of this regulation shall agree, in writing, to comply with and abide by all provisions contained herein and all regulations, advisory circulars, exemptions, ordinances, and other documents hereto attached or otherwise incorporated. Failure to comply may result in the revocation of the person's privilege to operate an ultralight on or from the Airport.

1.24 – Airport Access

(a) Access and use of designated Common-Use areas of the Airport is granted to authorized Ultralight users operating under the provisions of this section.

(b) Operation on these Common-Use areas is restricted to only those sections of taxiway necessary to access the runway and other pertinent airport facilities, and the portion of the grassy area north of runway 7-25 to be used by ultralight and tailwheel aircraft.

(c) Access to the airside of the Airport is granted through security gates and other airport security provisions by the route approved by the Airport Manager.

(d) Only the ultralight aircraft and its pilot are allowed beyond (north of) the terminal apron.

(e) Family, spectators, and private Aircrafts (cars) are not allowed on runways, taxiways, or their adjacent safety areas. All observers/spectators must remain in designated spectator areas, except by authorization of the Airport Director.

DRAFT APPENDIX I ULTRALIGHT OPERATIONS

1.25 – Flight Operations

(a) FAR Part 103.15 states no person shall operate an ultralight aircraft over any congested area or open-air assembly of people.

(b) FAR Part 103.11(a) states no person may operate an ultralight aircraft except between the hours of sunrise and sunset.

(c) FAR Part 103.23 identifies the flight visibility and cloud clearance requirements for operation of an ultralight aircraft.

(d) Oconee County Regional Airport underlies Class E airspace. The appropriate ATC authority for Oconee County Airport is Greer Approach Air Traffic Control.

(e) At any time the prevailing wind at the airport exceeds the limitations of the ultralight, then those operations shall cease.

(f) No ultralight aircraft shall operate within one (1) nautical mile of the Airport EXCEPT for the purpose of take-off or landing.

(g) Ultralight takeoffs and landings are prohibited on the paved surface of Runway 7-25, taxiways A, B, C and all aprons and taxilanes. Ultralight aircraft should cross runway 7-25 as expeditiously as possible on a path perpendicular to the runway centerline and ensure the runway is clear before crossing.

(h) All take-offs and landings shall be conducted as follows:

I. No Take-offs and Landings shall be attempted when another aircraft is taking off or landing on the paved runway in use. No Take-offs and Landings shall be attempted when another aircraft is on final to the runway in use (within 3 nautical miles). Aircraft taking off or on landing approach have the right-of-way over ultralight aircraft.

II. All TAKE-OFFS shall commence from the grassy area north of runway 7-25.

III. After take-off, the ultralight shall turn north to a downwind heading, remaining north of the airport facility at all times.

IV. The ultralight shall then depart the Airport area to the north, REMAINING clear of Runway 7 and 25 final approach paths and remaining clear of Eagle Ridge airport 1 mile northwest.

V. LANDING ultralights shall approach the Airport from the NORTH, at or below 500 feet AGL, and remain clear of the Runways 7 and 25 final approach paths and Eagle Ridge airport.

VI. Landing ultralights: Runway 7: ENTER the pattern on a LEFT BASE remaining INSIDE (east) of Shioh Road. Runway 25: ENTER the pattern on a RIGHT BASE remaining INSIDE (west) of Seneca Creek Road.

VII. Landing ultralights shall YIELD to any final approach traffic by CIRCLING to the north, at or below 500 feet AGL, to re-enter the base leg for the runway in use.

VIII. Touchdown as close as practical to the center of the grassy area north of the paved runway.

IX. No ultralight shall fly across the centerline of Runway 7-25, or extended centerline, within one mile of the Airport.

1.26 – Radio Communications

(a) All Ultralights operating in the airport traffic pattern should maintain constant two-way radio communications on the CTAF frequency (122.7).

(b) At the appropriate time, position reports should be broadcast similar to the following:

I. "... Ultralight departing Runway XX, down wind departure, north of Oconee County Airport ..."

II. "... Ultralight clear of the airport traffic pattern, to the north ..."

III. "... Ultralight inbound from the north for left (right) base entry to Runway 7 (25), 500 feet AGL ..."

IV. "... Ultralight on left (right) base for Runway 7 (25), landing in the grass ..."

DRAFT APPENDIX I ULTRALIGHT OPERATIONS

V: *Ultralight on final for Runway 7 (25) ... landing in the grass...*

FE: *Ultralight clear of Runway 7(25)...*

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 20, 2008
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Local Accommodations Tax-Arts & Historical grant to Historic Pickens Foundation, Inc. for \$1,500.00 to be used to cover the design & purchase of brochures to advertise the Historic Old Pickens Church as a destination. Request approved by the Arts & Historical Committee on 05-01-08 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:

\$1,500.00 to be paid out of line item 013-705-90095. Current 25% Local Accommodations balance is \$16,162.59. We have two grants this cycle. If both grants are approved, the balance will be \$13,162.59.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: No
If yes, what is matching and how much:


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

del
Finance
C: Clerk to Council

UHL Grants

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

SECOND APPLICATION

I. APPLICANT

A. Name of Organization Historic Old Pickens Foundation, Inc.

B. Address (Site) 303 Old Pickens Church Road, Seneca, SC
29672

(Mailing) P.O. Box 149, Salem, SC 29676-0149

II. FUNDS REQUESTED

A. Local Accommodations Tax funds requested ~~\$1000.00~~ 1,500.00

B. How will these funds be used? Design and print 3000 brochures. In use for at least five years, the current brochure needs updating in content and design.

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

D. Funds furnished by your organization \$500.00

Matching grant \$ _____ 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: Tourism Development

B. Description of project: Design and print 3000 brochures for distribution at welcome centers, state parks, chambers of commerce, to visitors at the Church and Cemetery, and to persons who have offered financial and other support. In the past 14 months, 183 people living more than 50 miles away have visited this site. Additional visitors to this site include one boy scout troop and 366 people living within 50 miles of the Church and cemetery. These are people who followed our instructions to sign the record of visitors available outside the Church door. This summer docents will keep the Church open on Sunday afternoons

D. Who will benefit from this project? Certainly tourists/visitors benefit by learning about this historic site and visiting it. These persons will benefit Oconee County businesses through their purchases and use of overnight accomodations. Public awareness of this historic site will strengthen the appeal of Oconee County for tourists.

IV. DATES OF PROJECT As soon as funds are available, design and printing will be carried out, and brochures will be distributed.

Beginning _____ Ending _____

V. APPLICANT CATEGORY

_____ Government Entity _____

Non-profit Organization: Incorporation date AUGUST 1999

Eleemosynary Organization under IRS Code IRS # 57-1084542
Employer Identification Number

Date of Determination Letter _____

VI. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County? These brochures will present the historic site of old Pickens Court House in an up-to-date, appealing manner, thereby increasing the attractiveness of this site to tourists. Visitors to the Heritage Corridor will have this site portrayed accurately and engagingly. _____

How many visitors/participants attended the event last year and are anticipated this year? When the church building was closed, 549 people signed the register. _____

How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year? 183 _____

How many overnight stays were created by this event last year and are anticipated this year? N/A _____

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

As reported above, brochures will be placed in welcome centers, state parks, chambers of commerce, and other public places, replacing the old, dated brochures used

currently. Brochures will be provided to the Heritage Corridor administrators for their use in publicity.

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) _____

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) Continue with registration at the door of the church building. Add to our existing website a record of hits. Record the names and addresses of persons attending planned events on May 4, September 14, and November 3.

VII. AUDIT

Does your organization perform an independent audit? Yes ___ No ___

Name of the Auditor: ___ (Financial records are maintained by two Board members) _____

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: Jay Pence Title: Vice-President

Signature _____ Date: _____

Address: 1233 Walhalla Hwy., Pickens, SC 29671

E-mail: jay.pence@yahoo.com Fax No. _____

Phone Number (s): 864-878-1574

B. Alternate Contact: Charles Dougherty Title: President

Address: 23 Miansail Dr., Salem, SC 29676

E-mail: c2933@aol.com Fax No. _____

Signature _____ Date: _____

Phone Number (s): 864-944-7372



PO Box 1767
 Seneca, SC 29577
 P: 864.885.3007
 Fax: 864.857.7178
 www.printitnow.com

PATRIOT'S HALL ASSOCIATION
 PO BOX 551
 WALHALLA, SC 29881

April 24, 2008
 Quote # 9949
 Tel: (864) 864-5112
 Fax:
 Page 1 of 1

Contact: JOYCE BRICKETT

Quantity	Description	Sub-Total
1,000	Brochures - FULL COLOR - DIGITAL FILE PROVIDED White 80# Mac Gies Text 8.5000 x 11.0000 Printed 2/Sides Ink Size 1: CMYK Ink Size 2: CMYK	827.50

Quantity Table

Quantity	Total	Price	Save
1,000	827.50	827.50	0.00M
2,000	1,665.00	832.75	335.75M
3,000	1,385.00	461.63	395.87M
5,000	1,080.00	216.00	481.50M

1,000	Brochures - FULL COLOR - NO DESIGN White 80# Mac Gies Text 8.5000 x 11.0000 Printed 2/Sides Ink Size 1: CMYK Ink Size 2: CMYK	917.50
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Quantity Table

Quantity	Total	Price	Save
1,000	917.50	917.50	0.00M
2,000	1,163.00	581.75	340.75M
3,000	1,385.00	461.63	455.87M
5,000	1,770.00	354.00	583.50M

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 20, 2008
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Local Accommodations Tax-Arts & Historical grant to Patriots Hall Museum for \$1,500.00 to be used to cover the design & purchase of brochures to advertise the Patriots Hall Museum. Request approved by the Arts & Historical Committee on 05-01-08 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:

\$1,500.00 to be paid out of line item 013-705-90095. Current 25% Local Accommodations balance is \$16,162.59. We have two grants this cycle. If both grants are approved, the balance will be \$15,162.59.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS

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

ATTACHMENTS:

Grant Request

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submission to Council:


Dale Strick, County Administrator

Reviewed By/ Initials:

County Attorney

dal
Finance
C: Clerk to Council

WHL Grants

2018 Application

THE OCONEE COUNTY ARTS & HISTORICAL COMMISSION
PRELIMINARY GRANT APPLICATION QUESTIONNAIRE

Name of Organization: Patriots' Hall: Oconee Veterans' Museum

Person requesting funds: Charles Brickett: President Patriots' Hall Association

Address: 4 Bowsprit Lane, Salem, S.C. 29676

Phone 864-944-5113 Fax _____

Email ww2col@aol.com

1. Specifically, what are your needs? Printed Tri-fold Brochures for marketing purposes

2. Provide an estimate of costs for material and/or services. Please provide a comparison between Home Depot and Lowe's vs. _____

3. How many people benefit from the museum so the museum. Br *Both* 1 Oconee County
attention to this
the Oconee County.

4. List any other _____ 1 this time: None

5. How does your There is a la
the country.
brochures _____ in Oconee County?
the county and across
distribution of these

6. When do you need the funding? As soon as possible.

You may use additional paper to answer these questions.

****Questionnaires are due by the 15th of the month to be considered at the regularly monthly Commission meeting. Please plan to attend the meeting to present your request and be available for questions. All recommendations for funding from the Arts & Historical Commission must be approved by Oconee County Council. Grants may not be reimbursed and must be approved by Oconee County Council prior to the event or service being completed. Please allow at least 45 days for the approval process.

We thank you for the opportunity to assist your organization to further an appreciation of the Arts & History in Oconee County.

The Oconee County Arts & Historical Commission



Patriots' Hall Association
Box 591
Walhalla, S. C. 29691

April 25, 2008

The Oconee Arts & Historical Commission

Dear Folks,

This is a cover letter for the enclosed Oconee County Local Accommodations Tax Application Form for Tourism and Related Projects.

This is the second application for Patriots' Hall. We wish to apologize, but we were not aware that we could re-apply. In a phone call to Mr. Lisle, on Monday, April 21st, he suggested that we re-apply and that the request for funding could be changed. Your Board had denied the previous request. The reason was, to our understanding, because if the request had been granted, the result might not increase/improve tourism in Oconee County. We hope this second request will meet that stipulation and be approved.

Sincerely,

Charles Brickett
President
Patriots' Hall Association Board

CC: Phil Shirley
Oconee County Parks, Recreation and Tourism

Second Application

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

I. APPLICANT

A. Name of Organization Patriots' Hall Association

B. Address P.O. Box 591

Walhalla, S.C. 29691

II. FUNDS REQUESTED

A. Local Accommodations Tax funds requested \$ 1,500.00

B. How will these funds be used? These funds will be used to professionally design, print and produce 3000 tri-fold brochures describing the museum.

C. Estimated percentage of costs directly attributed to attracting or serving tourists? 90%

D. Funds furnished by your organization \$ As required

Matching grant \$ none Source _____

Other Funding \$ none Source _____

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

See Attached

III. NARRATIVE PROJECT DESCRIPTION

- A. Project Title Patriots' Hall: Oconee Veterans' Museum Marketing Brochures
- B. Description of project This project will produce 2000 professionally designed tri-fold, informative brochures to be used to attract tourists to Oconee County. The brochures will be deposited in all South Carolina Welcome Centers, all county and state parks, all relevant museums throughout this state and others, hotels and motels, Chambers of Commerce and all locations where similar tourist information is displayed.
- C. Who will benefit from this project? This project will provide information that will entice all those who read it to visit the museum. These visitors will also be interested in other attractions within the county, and they will also shop, dine at the restaurants and perhaps spend the night in Oconee County. The entire county will benefit.

V. DATES OF PROJECT

Beginning Upon receiving the funds Ending When project is completed and brochures have been deposited...30 days.

V. APPLICANT CATEGORY

Government Entity: _____

Non-profit Organization: Incorporation date 3-2003

Eleemosynary Organization under IRS Code: IRS # _____

Date of Determination Letter _____

VI. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County? As stated above in III B and III C

How many visitors/participants attended the event last year and are anticipated this year? Attendance at events at Patriots' Hall last year will be compared

How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year? Approximately 150 last year, and approximately 250 are anticipated for this year.

How many overnight stays were created by this event last year and are anticipated this year? A few visitors spent the night at motels, many were overnight guests of friends or family residing in the county

How do you plan to advertise this event beyond a 50 mile radius of Oconee County? The brochure will not include specific events but the museum and all events will be publicized on the web site and in newspapers and on the 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) This information is yet to be determined. In 2007, close to one thousand brochures were picked up.

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) The distributed brochures will be counted monthly. A guest log is kept at the museum and the web site has a visitor feed back page.

VII. AUDIT

Does your organization perform an independent audit? Yes No

Name of the Auditor Mrs. Sherra Wood, Community First Bank

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 Charles M. Brickett Title President, Patriots' Hall Assoc. Board Pres.

Signature  Date 24 April 2008

Address 4 Bowsprit Lane, Salem, S.C. 29676

E-mail ww2col@aol.com Fax No: _____

Phone Number (s) 864-944-5112, cell 864-557-0983

B. Alternate Contact Bud Lorsch Title Vice President Board of Directors

Address 135 Bonner Road, Mountain Rest, S.C. 29664

E-mail _____ Fax No. 864 638 6529

Signature Bud Lorsch Date _____

Phone Number (s) 864-638-6292

Grant Processing Report
FOR OFFICE USE ONLY

Project Amount _____

Received by _____ Date _____

Date presented at meeting _____

Vote: For _____ Against _____

Recommendations/Alterations _____

Returned to organization (date) _____

Resubmitted with Corrections _____ Vote: For _____ Against _____

Corrections/deletions made _____

Comments: _____

Date presented to County Council _____ Presenter _____

Amount approved \$ _____, _____ (or) Rejected \$ _____

Date Funds Disbursed _____ Interim/ Final Report Due _____

Interim Reports Presented to Committee _____

Final Report Received _____ Funds returned (if any) _____



Design · Print · Mail



PO Box 1707
Seneca, SC 29629
Ph (864) 883-3609
Fax (864) 882-7778
mike@printitcolor.com

Quote # 1

PATRIOT'S HALL ASSOCIATION
PO BOX 591
WALHALLA, SC 29691

April 24, 2008
Quote #: 9949
Tel: (864) 844-5112
Fax:
Page 1 of 1

Contact: JOYCE BRICKETT

Quantity	Description	Sub-Total
1,000	Brochures - FULL COLOR - DIGITAL FILE PROVIDED White 80# Mac Gloss Text 8.5000 x 11.0000 Printed 2/Sides Ink Side 1: CMYK Ink Side 2: CMYK	627.60

Quantity Table

Quantity	Total		Price		Save
1,000	827.50	@	827.50	per 1000	0.00M
2,000	1,063.50	@	531.75	per 1000	295.75M
3,000	1,295.50	@	431.83	per 1000	395.67M
5,000	1,680.00	@	336.00	per 1000	491.60M

1,000	Brochures - FULL COLOR - WE DESIGN White 80# Mac Gloss Text 8.5000 x 11.0000 Printed 2/Sides Ink Side 1: CMYK Ink Side 2: CMYK	917.50
-------	--	--------

Quantity Table

Quantity	Total		Price		Save
1,000	917.50	@	917.50	per 1000	0.00M
2,000	1,153.50	@	576.75	per 1000	340.75M
3,000	1,385.50	@	461.83	per 1000	455.67M
5,000	1,770.00	@	354.00	per 1000	563.50M

Subj: Quote
Date: 4-24-2008 12:10:24 P.M. Eastern Daylight Time
From: jennifer@omnibookdr.com
To: joymaeb@aol.com

Here is the quote you requested. The prices if we design the brochures could vary either way by up to \$30.00.

Please just let me know when you are ready to get them printed, and I will be glad to help you get started on it.

Thank You,

Jennifer Gordon

Can you ever say thank you enough??

Print It!

DESIGN - PRINT - MAIL

PO Box 1707

Seneca, SC 29679

(864) 882-3609

(864) 882-7778 Fax

Your customers play a vital role in the success of your company. Nurture the relationships with your customers by sending thank you cards that enable you to express your gratitude in a personal way. Thank you cards and envelopes complete with your company logo, mission statement, or a photo of your building or staff are a great way to show your appreciation and remind your customers of the relationship you have with them. A set of coordinating envelopes will complete the package and send a message of quality. Reply back and see how we can help you say THANKS!

Subj: Price Quote
Date: 4-24-2008 12:51:10 P.M. Eastern Daylight Time
From: jaysprintingco@bellsouth.net
To: joymacb@aol.com

Full color 8.5 X 11 tri-fold brochure:

1000 - 699.00

2000 - 842.00

3000 - 985.00

Quote #2

Set up artwork 240.00 est.

Thanks

Jay's Printing Co.

882-0360

Subj: hey joyce this is tommy
Date: 4-24-2008 12:11:09 P.M. Eastern Daylight Time
From: tommylynch_29631@yahoo.com
To: joymaeb@aol.com

quote #3

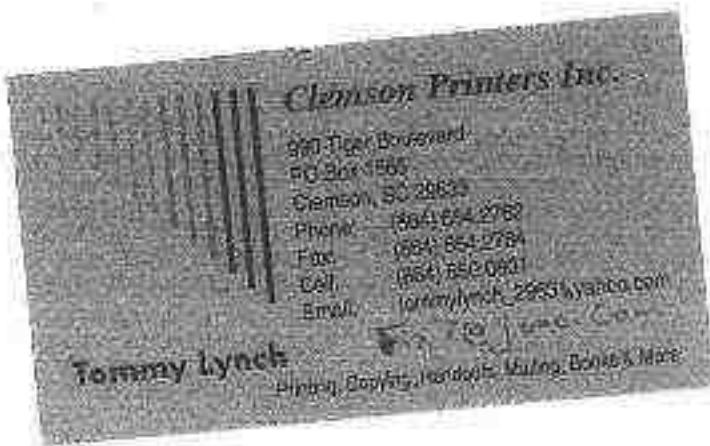
hey joyce

1000 brochures 5 1/2 x 11 printed 4/4 on 80# gloss text
tri-folded = \$1,000.00 plus tax

set-up and design = \$30.00 and hour (depends on what is needed)

thanks tommy , 654-2762

Be a better friend, newshound, and know-it-all with Yahoo! Mobile. Try it now: http://mobile.yahoo.com/._ylt=Ahu068ZsR8HdDypa08W0j9tAc/



Subj: Re: hey joyce this is tommy
Date: 4-24-2008 1:32:41 P.M. Eastern Daylight Time
From: tommylynch_29631@yahoo.com
To: JoyMaeB@aol.com

yes. 2000 would be \$1,250.00 / 3000 would be \$1,400.00

thanks tommy

— On Thu, 4/24/08, JoyMaeB@aol.com <JoyMaeB@aol.com> wrote:

> From: JoyMaeB@aol.com <JoyMaeB@aol.com>
> Subject: Re: hey joyce this is tommy
> To: tommylynch_29631@yahoo.com
> Date: Thursday, April 24, 2008, 1:19 PM
> Tommy. Does the price go down per 1000?
>
> What is the cost of 2000 and 3000?
>
> Joyce
>
>
>
> *****Need a new ride? Check out the largest site
> for U.S. used car
> listings at AOL Autos.
> (<http://autos.aol.com/used?NCID=aolcmpC030000002851>)

Be a better friend, newshound, and
know-it-all with Yahoo! Mobile. Try it now: http://mobile.yahoo.com/?_ylt=Ahu08i82sR8HDtDypac6Wc9tAcJ

Quote # 4

COPY HOLD TRANSACTION

ISSUE NO.: 1025E REGISTER NO.: 005
DATE: 04/22/2006

2 ITEM(S) : \$543.60

100 501-1000 CLEAR ST		
382078	0.500ea	500.00
100 RAC-THE FOLDING		
381720	0.080ea	00.50

246630 105.010206
1705 04/22/2006 11:15



Wash. Ex. Cor. Order
Phone Number: 202-455-8000
Date Due: 04/22/20
Time Due: 7:00a

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: May 20th, 2008
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Overtime funding for the Oconee County Sheriff's Department (OCSD) and the Oconee County Detention Center (OCDC).

BACKGROUND OR HISTORY:

The adoption of the 2007-2008 budget included reductions for overtime allocations for the OCSD and the OCDC. In order for these departments to maintain operations it is necessary to transfer funds into their overtime accounts. In addition to general overtime usage the OCSD provided security patrol for the Oconee County Parks. In addition to general overtime usage the OCSD provided security patrol for the Oconee County Parks.

SPECIAL CONSIDERATIONS OR CONCERNS:

The transfer request is for \$40,000 as listed below;

- \$36,000 for the OCSD
 - o \$ 8,000 for unbudgeted park patrol for the summer of 2007
 - o \$ 6,000 for unbudgeted park patrol for the summer of 2008
 - o \$22,000 for the remaining pay periods.
- \$ 4,000 for the OCDC
 - o \$ 4,000 for the remaining pay periods.

STAFF RECOMMENDATION:


Transfer \$40,000 from the employment contingency account funded in the Human Resources Department.

FINANCIAL IMPACT:

Current balance prior to the transfer approval is \$214,000

ATTACHMENTS

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


Dale Sarrett, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

PLANNING DEPARTMENT CONSULTANT Introduction & Background

Oconee County is a traditionally rural county located at the edge of the Blue Ridge Mountains in Upstate South Carolina. Over the last several decades, however, the county has undergone rapid growth, resulting in the urbanization of significant portions of the heart of the county. Currently, Oconee County has been designated by the Census Bureau as a 'micro-politan', and is shown on Metropolitan Statistical Area maps as a link between the Greenville and Atlanta regions. As a result, there is little doubt that Oconee will be faced with more tremendous growth in the near future, leaving only a narrow window of opportunity to establish the controls necessary to manage the changes, and preserve those attributes county residents cherish most dearly. Currently, the County is in the process of creating a citizen-initiated community-based zoning program, and is preparing for the 5-year review of its Comprehensive Plan. In order to provide for the timely accomplishment of both projects, as well as to identify other issues that may impact the implementation of a comprehensive land use management program, the County is in search of a consultant that can provide professional expertise and experienced advice.

Scope of Work

Oconee County is seeking an experienced land use planning consultant to provide professional services to assist the County Council, Planning Commission and staff in creating the tools and strategies necessary to manage anticipated growth and development. This project will include 1) facilitation of the completion and adoption of the zoning enabling ordinance currently underway; 2) a review of existing land use plans and regulations to identify any amendments necessary to support the County's efforts to manage future growth and development; 3) outline strategies and required resources critical to the successful implementation of the zoning program and other land use regulations.

Specific tasks/deliverables include, but may not be limited to:

- Advising the Planning Commission and County Council on zoning and other planning related issues
- Providing technical advice to staff as needed
- Attending a limited number of Planning Commission and/or County Council meetings
- Submission of a written report detailing recommendations for amendments to existing land use plans and regulations, as well as identification of strategies for bolstering current efforts to manage growth and development
- Provide implementation strategies for all necessary changes to current land use regulations, along with appropriate cost estimates for each component

Draft May 12, 2008

In addition, Oconee County will undertake the state-mandated 5-year review of its Comprehensive Plan in 2009. As part of this effort, 2 new elements will be added: transportation, and priority investment.

As Option A to the above list of specific tasks/deliverables, provide a projected timeline and cost for developing a draft of the transportation element compliant with the standards put forth in The Comprehensive Planning Act of South Carolina. The draft documents shall consist of:

- An inventory of current conditions
- Goals
- Projected timeframe for accomplishing the goals
- Responsible parties

As Option B to the above list of specific tasks/deliverables, provide a projected timeline and cost for developing a draft of the priority investment element compliant with the standards put forth in The Comprehensive Planning Act of South Carolina. The draft documents shall consist of:

- An inventory of current conditions
- Goals
- Projected timeframe for accomplishing the goals
- Responsible parties

OCONEE COUNTY PARKS, RECREATION & TOURISM
671 HIGH FALLS ROAD
SENECA, SOUTH CAROLINA 29672

PRT OFFICE- 864-888-1488
FAX- 864-888-1489
-General Information
-Building/Shelter Reservations

CHAU RAM PARK- 864-647-9276
SOUTH COVE PARK- 864-882-5250
HIGH FALLS PARK- 864-882-8234

(Note – The following is a proposed fee schedule. The areas in (parenthesis) or highlighted are proposed changes by Phil Shirley. The areas with a ~~line through~~ or *italicized* are proposed revisions to Shirley's changes by Dale Surrent. Everything else is the current fee schedule.

These are not final and are provided for your discussion at the 05/20/08 Council meeting. Based on your discussions, we will publish an ad with the fee changes (as well as the animal control and quarry fee changes) with a notice that a public hearing will be on 06/03/08.

FEE SCHEDULE-Effective as noted

CAMPING:

OCONEE COUNTY RESIDENTS(Per Day) – 07/01/08

\$15.00

~~\$17.00~~ *\$20.00* Waterfront Site

~~\$12.00~~ *Senior Citizens(65+)*/Legally Disabled

Must show proof from Veterans Affairs or have applicable license plate

~~\$14.00~~ Waterfront Site *Senior Citizen/Legally Disabled*

NON-RESIDENT FEES(Per Day)- 07/01/08

~~(\$20.00)~~ \$17.00

~~(\$22.00)~~ \$19.00 *\$25.00* Waterfront Site

~~(\$17.00)~~ \$14.00 *Senior Citizens(65+)*/Legally Disabled

Must show proof from Veterans Affairs or have applicable license plate

~~(\$19.00)~~ \$16.00 Waterfront Site *Senior Citizen/Legally Disabled*

**L.p to two (2) tents per site or one (1) camper/RV and one (1) tent per site

**No group discounts. Maximum number of six (6) people per site.

**No campsite reservations. All campsites are first come, first serve!

**Only persons 18 years of age or older may register for campsite. Must have positive ID to register for camping. Must show proof of age or disability for reduced rate. All Campers must have current license plates or bill of sale pending licensing to be eligible for camping.

April 1 – Oct. 1- No waterfront camp site can be occupied for more than seven (7) days and the party may not rent another waterfront site for the next seven (7) days. No subleasing of sites is allowed.

BUILDING RESERVATIONS:

All Building/Shelter Reservations- (864) 888-1488 – 07/01/08

All buildings and shelters can be reserved from 10:00 a.m.-3:00 p.m. and/or 4:00 p.m.-9:00 p.m. (Chau Ram 4:00 p.m.-Dark), except for groups over 300 at the Recreation Building. Those groups must reserve for all day. Park gates are locked at 10:00 p.m. with the exception of **CHAU RAM** Park which locks at **DARK**. Groups are responsible for clean up after use. Fees must be received within 30 days of making reservation and paid in full prior to the reservation.

**Organized Oconee County youth/scout groups and Oconee County government agencies may qualify for discounts October 1-April 30. Contact PRI office for details.

RECREATIONAL BUILDING:

Party Size	Rental Fee	Deposit Required
1-50 100 persons	\$50.00-35.00 \$100 (1/2 Day)	\$50.00
51-75	\$65.00 \$5.00 (Half Day)	\$50.00
76-100	\$80.00 (Half Day)	\$50.00
101-150	\$140.00 \$150 (Half Day)	\$50.00
151-200	\$175.00 (Half Day)	\$100.00
201-300	\$275.00 (Half Day)	\$100.00
301+	\$450.00 (Full Day only)	\$100.00

201+ Persons- Full Day rentals include Patio Deck at High Falls also, if available

SECURITY DEPOSIT REFUNDABLE AFTER EVENT IF SITE LEFT CLEAN.

PICNIC SHELTERS:

All Shelters require a \$50 refundable deposit 07/01/08

All Wedding activity require a \$100 refundable deposit

Shelter #1 (Chau Ram) max. number of 36	\$20.00	(\$30.00)(Half Day)
Shelter #2 (Chau Ram) max. number of 36	\$20.00	(\$30.00)(Half Day)
Shelter #3 (Chau Ram) max. number of 12	\$20.00	(Half Day)
Gazebo #1 (Chau Ram) max number of 12	\$20.00	(Half Day)
Gazebo #2 (Chau Ram) max number of 12	\$20.00	(Half Day)
*Pavilion (South Cove)	\$50.00	(Half Day)
Point Shelter (High Falls) 1 50 persons	\$20.00	(\$30.00) (Half Day)

Point Shelter (High Falls) 51 – 75 persons	\$40.00	(Half Day)
Patio Deck (High Falls) 1 – 50 persons.....	\$20.00	(\$30.00) (Half Day)
Patio Deck (High Falls) 50 – 75 persons.....	\$40.00	(Half Day)
Patio Deck (High Falls) 76 – 100 persons.....	\$60.00	(Half Day)
Patio Deck (High Falls) 100 – 120 persons.....	\$80.00	(Half Day)

WEDDINGS - ~~\$200.00~~ \$250 (Half Day) Recreation Building and Shelter of choice (if available)
~~\$400.00~~ \$500 (Full Day) Recreation Building and Shelter of choice (if available)

REHEARSAL DINNERS & RECEPTIONS (off-site wedding)

Less than 100 persons	\$100.00 (Half Day)	\$200.00 (Full Day)
101+ persons	\$200.00 (Half Day)	\$400.00 (Full Day)

ADMISSION FEES:

~~Daily May 1 thru Labor Day Weekend Year Round -~~
starting as soon as the iron rangers are installed.

Weekends/Holiday-use staff for fee collection

Weekdays-use Iron Rangers

Daily \$2.00 per person Adult (Age 16 & +)

Access for use of tennis courts requires fee

~~Senior Citizens/Legally Disabled with Proof \$1.00 per Adult (Age 65+)~~

Off (Oct 1 – April 1) Season Pass (In County Resident)..... \$25.00

\$15.00

Season pass (Out of County) ~~\$50.00~~ \$20.00

- *Off* Season pass may be purchased at South Cove, High Falls, Chau Ram, or the PRT office

Boat parking or launching fee - \$5

~~Admission Fees - Option 1 - As is, charging daily through the prime season~~

~~Option 2 - As is, with boat parking fee (\$2.00)~~

~~Option 3 - Charge year round~~

I recommend Option 1 or 2. This allows locals to still enjoy the parks for leisure activities part of the year for free. I feel off season admission would amount to very minimal revenue and will decrease park use and local support.

TENNIS: Free if not reserved; \$2.00 ~~\$5.00~~ per court per hour to reserve. (South Cove / High Falls)

MINIATURE GOLF:

~~\$1.00~~ ~~\$3.00~~ PER GAME. Check with Superintendent for hours. Group rate of \$100.00 all day. (High Falls)

SOFTBALL FIELD:

~~Free if not reserved.~~ ~~\$2.00~~ ~~\$5.00~~ per hour to reserve. (High Falls)

VOLLEYBALL:

~~Free if not reserved and person has own ball.~~ ~~\$2.00~~ ~~\$5.00~~ per hour to reserve, with or without ball. (South Cove / High Falls)

HORSESHOES:

~~Free if person has horseshoes.~~ ~~\$0.50~~ ~~\$3.00~~ per hour to rent horseshoes. (South Cove / High Falls)

POSSESSION AND / OR CONSUMPTION OF ALCOHOLIC BEVERAGES IS PROHIBITED IN ALL COUNTY PARKS, INCLUDING BUT NOT LIMITED TO BUILDINGS, SHELTERS, BOAT DOCKS AND ALL OTHER AREAS.

Oconee County Parks, Recreation & Tourism
Cancellation Policy

- * Reservations are accepted for buildings, shelters and gazebos at Chau Ram, High Falls and South Cove County Parks.
- * Reservations are not accepted for camping.
- * All fees, including rental fee and deposit are due for reservations within 30 days of reservation being made, or prior to the start of the reservation if reservation made with less than 30 day notice. Proof of paid receipts may be requested by park staff.
- * Any payment not received in full by close of business day prior to the reservation must be paid at the park prior to beginning of reservation time.
- * All reservations cancelled with at least a 30 day notice will receive a full refund of rental fees and deposit.
- * No refunds will be granted if reservations are cancelled with less than 30 days notice.
- * Refunds will not be granted for inclement weather.
- * Refunds will not be granted for no-shows, unless approved by Park Superintendent due to emergency circumstances.



FOR YOUR INFORMATION ONLY

MAY 20, 2008

6:00 P.M.

SENECA MIDDLE SCHOOL CAFETERIA

ACCOMMODATIONS TAX ADVISORY COMMITTEE

[7 Members - Majority from Hospitality Industry - 2 Lodging - 1 Cultural Org.]

	<u>TERM:</u>	<u>DATE APPOINTED:</u>	<u>TERM EXPIRES:</u>	<u>CATEGORY:</u>
Geri McSwain 335 Fernwood Drive Salem, SC 29676 944-1474 eglakeside@aol.com	3 yrs		May 2008	Cultural
Barbara Laughter 604 Riverglen Ct. Salem, S. C. 29676 944-0386 sammys-room@hotmail.com	3 yrs		May 2008	At Large
Gerald Foster c/o The Fishing Hole 1600 Shiloh Rd. Seneca, SC 29678 654-9315 <i>Work</i> / 972-3935 <i>Home</i>	3 yrs		May 2008	Hospitality/Retail
Ginger Pope 401 W. Quincy Drive Seneca, SC 29678 885-9255 / 888-1110 gingerapsting@yahoo.com	3 yrs		May 2008	Hospitality/Retail
Joanne Blake Magnolia Manor 207 Westminster Hwy Westminster, SC 29693	3 yrs	March 18, 2008	March 2011	Lodging
Doyle Burton 150 Whispering Wind Trail Long Creek, SC 29658 654-1130 <i>Work</i> / 647-0188 <i>Home</i> burtandc@aol.com	3 yrs		May 2008	Lodging
Glenn Abbott 1501 W. Little River Drive Seneca, SC 29672 864-888-3206 / 864-247-3731 (Cell) gabbot@bellsouth.net	3 yrs		May 2008	At Large

The ATAX Committee has never been split up by District because you had to find willing citizens to fit the state law requirements based on their work detail, not their residence. According to the state law, which is below, the majority of the committee must represent the hospitality industry, which is defined by those patrons directly involved in serving the travel and tourism industry. And, the committee must represent all areas of the county without a majority coming from one area. If you were looking at the Committee as representing all districts, there is no one residing from District 2 or 5 on the committee, but there is a business in District 5. I've listed the members below with some detail. Let me know if this helps.

SECTION 6-4-25. Advisory Committee; guidelines for expenditures; annual reports; reports to Accommodations Tax Oversight Committee.

(A) A municipality or county receiving more than fifty thousand dollars in revenue from the accommodations tax in county areas collecting more than fifty thousand dollars shall appoint an advisory committee to make recommendations on the expenditure of revenue generated from the accommodations tax. The advisory committee consists of seven members with a majority being selected from the hospitality industry of the municipality or county receiving the revenue. **At least two of the hospitality industry members must be from the lodging industry** where applicable. **One member shall represent the cultural organizations of the municipality or county** receiving the revenue. For county advisory committees, members shall represent the geographic area where the majority of the revenue is derived. However, if a county which receives more in distributions of accommodations taxes than it collects in accommodations taxes, the membership of its advisory committee must be representative of all areas of the county with a majority of the membership coming from no one area.

1. Geri McSwain, Chairperson, **Cultural Representative**, 335 Fernwood Dr. Salem District 1-Salem
2. Gerald Foster, **Hospitality Representative**, 116 Sam Brown Rd., Seneca -resides in District 4, The Fishing Hole-business in District 5
3. Ginger Pope, **Hospitality Representative**, 206 Wynmore Way, Seneca Resides on border of Districts 1 and 3, not sure exactly - Works-Ram Cat Alley Merchants, District 3
4. Doyle Burton, **Hospitality Rep/Lodging Industry**, 150 Whispering Wind Trail, Long Creek - -Burton Properties and Vacation Rentals-District 1, properties all over county
5. Barbara Laughter, **At-large representative**, 604 RiverGlen Ct., Salem District 1 (She used to represent lodging, but sold her B&B, Sunrise Farm)
6. Glenn Ahlert, **At Large representative**, 1501 W. Little River Road, Seneca Not sure what district that is
7. Mrs. Joanne Blake - **Lodging representative**, new owner of Magnolia Manor, Westminster

ARTICLE III. ACCOMMODATIONS TAX*

*State law references: Authority to impose by ordinances a local accommodations tax, S.C. Code 1976, § 6-1-520 et seq.; tax on accommodations for transients, S.C. Code 1976, § 12-36-920.

DIVISION 1. GENERALLY**Sec. 30-81. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accommodations is defined as any rooms (excluding meeting and conference rooms), campground spaces, lodgings, or sleeping accommodations furnished to transients by a hotel, inn, tourist court, tourist camp, motel, campground, residence, or any other place in which rooms, lodgings or sleeping accommodations are furnished to transients for consideration within the county. This tax does not apply where the facilities consist of less than six sleeping rooms, contained on the same premises, which is used as the individual's place of abode. The gross proceeds derived from the lease or rental of sleeping accommodations supplies to the same person or persons for a period of ninety (90) continuous days or more are not considered proceeds from transients.

County of Oconee and Oconee County means the county and all of the properties within geographical boundaries of the county.

Local accommodations tax means a tax on the gross proceeds derived from the rental or charges for accommodations furnished to transients and which is imposed on every person engaged or continuing within the jurisdiction of the imposing local governmental body in the business of furnishing accommodations to transients for consideration.

Positive majority means a vote for adoption by the majority of the members of the entire governing body, whether present or not. However, if there is a vacancy in the membership of the governing body, a positive majority vote of the entire governing body as constituted on the day of the final vote on the imposition is required.

(Ord. No. 2002-14, § 1, 11-12-2002; Ord. No. 2007-12, § 1, 7-17-2007)

Cross references: Definitions generally, § 1-2

Sec. 30-82. Imposed rates.

A uniform tax equal to three percent is hereby imposed on the gross proceeds derived from the rental of any accommodation within the county. Within the boundaries of a municipality, the local accommodations tax shall be 1 1/2 percent unless the municipality, by resolution, consents to the three percent accommodations tax.

(Ord. No. 2002-14, § 2, 11-12-2002; Ord. No. 2007-12, § 2, 7-17-2007)

Sec. 30-83. Payment of tax.

(a) Payment of the local accommodations tax established herein shall be the liability of the consumer of the services. The tax shall be paid at the time of delivery of the services to which the tax applies, and shall be collected by the provider of the services. The county shall promulgate a form of return which shall be utilized by the provider of services to calculate the amount of local accommodation taxes collected and due. This form shall contain a sworn declaration as to the correctness thereof by the provider of services.

(b) The taxes provided for in this article must be remitted to the county on a monthly basis when the estimated amount of average tax is more than \$50.00 dollars a month, or quarterly basis when the estimated amount of average tax is \$25.00 dollars to \$50.00 dollars a month. And on an annual basis when the estimated amount of average tax is less than \$25.00 dollars a month.

(c) The provider of services shall remit the local accommodations tax, when due, to the county on the 20th of the month, or on the next business day if the 20th is not a business day.

(Ord. No. 2002-14, § 3, 11-12-2002; Ord. No. 2007-12, § 3, 7-17-2007)

Sec. 30-84. Special revenue fund.

An interest-bearing, segregated and restricted account to be known as the "County of Oconee Local Accommodations Tax Special Revenue Fund" is hereby established. All revenues received from the local accommodations tax shall be deposited into this fund. The principal and any accrued interest in this fund shall be expended only as permitted by this article.

(Ord. No. 2002-14, § 4, 11-12-2002; Ord. No. 2007-12, § 4, 7-17-2007)

Sec. 30-85. Distribution of funds.

The county council shall distribute the local accommodations tax collected and placed in the "County of Oconee Local Accommodations Tax Special Revenue Fund" for tourism related capital projects, the support of tourism and tourist services in a manner that will best serve the tourists from whom it was collected including being pledged as security for indebtedness issued by the county for public purposes. Recommendations may be made through the parks, recreation, and tourism commission, as well as the arts and historical commission for the expenditure of these funds. It shall be the responsibility of the county council to ensure that any and all money expended from the "County of Oconee Local Accommodations Tax Special Revenue Fund" be distributed in accordance with South Carolina Code of Laws section 6-1-530 for the following purposes:

- (1) Tourism-related buildings, including, but not limited to, civic centers, coliseums, and aquariums.
- (2) Tourism-related cultural, recreational, or historical facilities.
- (3) Beach access, renourishment, or other tourism-related lands and water access.
- (4) Highways, roads, streets, and bridges providing access to tourism destinations.
- (5) Advertisements and promotion of Oconee County and related to tourist development.
- (6) Water and sewer infrastructure to serve tourism related demand.

The existing balance of the 25 percent local accommodations tax fund shall be distributed to the arts and historical commission and this balance, along with all future 25 percent local accommodations tax funds shall be distributed annually in grants to the arts and historical community. This will increase

the ability of the grant recipient to provide for tourism, described in the above guidelines. All expenditures must be approved by county council.

The existing balance of 75 percent local accommodations tax fund, with exception of \$200,000.00 dollars to be set aside as "tourism project funds", shall be distributed to the parks, recreation, and tourism commission, and this balance, along with future 75 percent local accommodations tax funds shall be used for the promotion of the county and the parks recreation, and tourism department, as described in the above guidelines.

Each commission shall make recommendations as to the expenditure of their distributed funds to the county council. All expenditures must be approved by the county council.

(Ord. No. 2002-14, § 5, 11-12-2002; Ord. No. 2004-26, 11-9-2004; Ord. No. 2007-12, § 5, 7-17-2007)

State law references: Use of revenue from local accommodations tax, S.C. Code 1976, § 6-1-530.

Sec. 30-86. Inspections; audits and administration.

For the purpose of enforcing the provisions of this article, a code enforcement officer or other authorized agent of the county, is empowered to enter upon the premises of any person subject to this article and to make inspections, examine and audit books and records. It shall be unlawful for any person to fail or refuse to make available the necessary books and records during normal business hours upon 24 hours written notice. In the event that an audit reveals that false information has been filed by the remitter, the costs of the audit shall be added to the correct amount of tax determined to be due. The code enforcement officer may make systematic inspections of all service providers which are governed by this article within the county to ensure compliance with this article. Records of inspections shall not be deemed public records.

(Ord. No. 2002-14, § 6, 11-12-2002; Ord. No. 2007-12, § 6, 7-17-2007)

Sec. 30-87. Violations and penalties.

It shall be a violation of this article to:

- (1) Fail to collect the local accommodations tax in connection with the rental of any accommodations to transients;
- (2) Fail to remit the county the local accommodations tax collected, pursuant to this article;
- (3) Knowingly provide false information on the form of return submitted to the county; or
- (4) Fail to provide books and records to the code enforcement officer for the purpose of an audit upon 24 hours written notice.

The penalty for violation of this article shall be five percent per month, charged on the original amount of the local accommodations tax due.

(Ord. No. 2002-14, § 7, 11-12-2002; Ord. No. 2007-12, § 7, 7-17-2007)

Secs. 30-88-30-110. Reserved.

DIVISION 2. ACCOMMODATIONS TAX ADVISORY COMMITTEE*

*Cross references: Boards, commissions and committees, § 2-241 et seq.

State law references: County to appoint an accommodations tax advisory committee, S.C. Code 1976, § 6-4-25.

Sec. 30-111. Purpose of division.

The purpose of this division shall be to create and provide for an advisory committee for the purpose of advising the county council concerning the distribution of revenues received by the county and generated from the accommodations tax.

(Ord. No. 1998-01, § III, 3-3-1998)

State law references: Use of revenue from local accommodations tax, S.C. Code 1976, § 6-1-530.

Sec. 30-112. Membership and functions.

(a) *Generally.* Upon the effective date of the ordinance from which this division is derived, the county accommodations tax advisory committee shall be reorganized and reconstituted as set forth in this section. Members of the committee shall be appointed by the county council in session, duly assembled. The advisory committee shall consist of seven members with a majority being selected from the hospitality industry of the county. At least two of the hospitality industry members shall be from the lodging industry. One member shall represent the cultural organizations of the county. Membership of the committee shall be representative of all areas of the county with a majority of the membership coming from no one area. Each member shall serve a term of three years, except that the initial term of four members shall be for a period of two years, with the initial term of the remaining three members to be for a period of three years, and thereafter, all members shall serve for a three-year term or until their successors in office are duly appointed. No member shall vote on any matter in which he has an economic interest for himself, a member of his immediate family, an individual with whom he is associated, or a business with which he is associated.

(b) *Removal of members.* Members of the committee may be removed at any time by a majority of the county council for cause. If any member shall fail to attend 50 percent of the regularly scheduled meetings within a period of 12 calendar months, such member shall be deemed to have resigned his position and may be replaced without notice by action of the county council; provided, however, that if such absences are excused by the chair of the committee and/or the chief administrative officer, then this subsection may be waived.

(c) *Function and duties of the committee.* The advisory committee shall adopt guidelines to fit the needs and time schedules of the area. The guidelines shall include the requirements for application for funds from dues generated by the accommodation tax and to be distributed by the county. The advisory committee shall submit written recommendations to the county council concerning the expenditure of such funds at least once annually. The advisory committee shall have such responsibilities and duties as are more fully set forth in S.C. Code 1976, § 6-4-25. There shall be a limitation of allocations made pursuant to this division of \$10,000.00 per request for any organization or entity which is not audited annually by an independent certified public accountant and \$25,000.00 per request for any organization or entity which is audited annually by an independent certified public accountant; provided, however, that such audits are provided to and deemed acceptable by the advisory committee. This requirement may be waived by a majority vote of the county council given in session, duly assembled, for a good cause. All acts of the advisory committee involving the expenditure of funds and other matters

shall be subject to review and approval by the county council.

(d) *Compensation.* Members of the advisory committee shall serve without compensation, but shall be entitled to be reimbursed according to the county reimbursement policy, per diem for travel outside of the county when the same is necessary in the furtherance of the committee's business and that of the county council upon prior approval of the county council.

(e) *Organization.* The advisory committee shall meet as often as is necessary and shall enact its own bylaws governing the conduct of its meetings. From its own number, to serve a term of one year, the committee shall select a chair and such other officers as the committee deems necessary and appropriate. All officers, including the chair, shall have the right to vote on any question coming before the advisory committee. All officers may be reelected to serve successive terms during their membership.

(Ord. No. 1988-01, § IV, 3-3-1988)

Secs. 30-113--30-140. Reserved.



STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2602- 16

AN ORDINANCE AMENDING ORDINANCE 2001-05 WHICH WAS AN ORDINANCE FOR THE PURPOSE OF ESTABLISHING A LOCAL ACCOMMODATIONS TAX TO APPLY TO ALL ACCOMMODATIONS LOCATED IN OCONEE COUNTY, SOUTH CAROLINA AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the County of Oconee (the "County") wishes to enhance the facilities that serve the tourists who visit the County; and

WHEREAS, the County wants to more strongly support the public services that are available to tourists in order to promote and further encourage tourism in the County; and

WHEREAS, Article 5 of Chapter 1 of Title 6 of the Code of Laws of South Carolina 1976, as amended (the "Code"), authorize local governing bodies by ordinance to impose a local accommodations tax not to exceed three (3%) percent on the gross proceeds of rentals of accommodations; and

WHEREAS, the County finds that a three percent (3%) Local Accommodations Tax (as defined herein) upon the rentals of hotels, motels and other lodging establishments in the County that offer accommodations to tourists, will result in revenues which will be used for the dedicated purpose of improving services and facilities for tourists which constitutes a public purpose of the County; and

WHEREAS, the County finds that ORDINANCE 2001-05 should be amended to delete a sentence in Section 6 concerning operational and administrative costs;

NOW THEREFORE, BE IT ORDAINED, by a Positive Majority (as defined herein) of the County Council of the County of Oconee, South Carolina, duly assembled, and by authority of the same as follows:

Section 1 - Definition

- a. "Accommodations" is defined as any rooms (excluding meeting and conference rooms), campground spaces, lodgings, or sleeping accommodations furnished to transients by a hotel, inn, tourist court, tourist camp, motel, campground, residence, or any other place in which rooms, lodgings or sleeping accommodations are furnished to transients for consideration within the County. The gross proceeds derived from the lease or rental of sleeping accommodations supplied to the same person or persons for a period of ninety (90) continuous days are not considered proceeds from transients.

Section 4 – Local Accommodations Tax Special Revenue Fund

An interest-bearing, segregated and restricted account to be known as the "County of Oconee Local Accommodations Tax Special Revenue Fund" is hereby established. All revenues received from the Local Accommodations Tax shall be deposited into this Fund. The principal and any accrued interest in this Fund shall be expended only as permitted by this Ordinance.

Section 5 – Distribution of Funds

The County Council shall distribute the Local Accommodations Tax collected and placed in the "County of Oconee Local Accommodations Tax Special Revenue Fund" to be used for tourism-related capital projects, the support of tourism and tourist services in a manner that will best serve the tourists from whom it was collected including being pledged as security for indebtedness issued by the County for public purposes. It shall be the responsibility of the County Council to ensure that any and all money expended from the "County of Oconee Accommodations Tax Special Revenue Fund" shall be spent as follows: Twenty-five (25%) percent shall be distributed to the Tourist Promotion Commission and seventy-five (75%) percent shall be distributed to the Parks and Recreation Commission for the following purposes: (1) tourism – related buildings, including, but not limited to, civic centers, coliseums, and aquariums; (2) cultural, recreational or historical facilities; (3) beach access and renourishment; (4) highways, roads, streets and bridges providing access to tourist destinations; (5) advertisements and promotions related to tourist development; or (6) water and sewer infrastructure to serve tourism- related demand. All expenditures must be approved by County Council.

Section 6 – Inspections, Audits and Administration

For the purpose of enforcing the provisions of this Ordinance, a Code Enforcement Officer or other authorized agent of the County, is empowered to enter upon the premises of any person subject to this Ordinance and to make inspections, examine and audit books and records. It shall be unlawful for any person to fail or refuse to make available the necessary books and records during normal business hours upon twenty-four (24) hours written notice. In the event that an audit reveals that false information has been filed by the remitter, the costs of the audit shall be added to the correct amount of tax determined to be due. The Code Enforcement Officer may make systematic inspections of all service providers which are governed by this Ordinance within the County to ensure compliance with this Ordinance. Records of inspections shall not be deemed public records.

Section 7 – Violations and Penalties

- b. "County of Oconee" and "Oconee County" means the County and all of the properties within geographical boundaries of the County.
- c. "Local Accommodations Tax" means a tax on the gross proceeds derived from the rental or charges for accommodations furnished to transients and which is imposed on every person engaged or continuing within the jurisdiction of the imposing local governmental body in the business of furnishing accommodations to transients for consideration.
- d. "Positive Majority" means a vote for adoption by the majority of the members of the entire governing body, whether present or not. However, if there is a vacancy in the membership of the governing body, a positive majority vote of the entire governing body as constituted on the date of the final vote on the imposition is required.

Section 2 - Local Accommodations Tax

A uniform tax equal to three percent (3%) is hereby imposed on the gross proceeds derived from the rental of any Accommodation within the County. Within the boundaries of a municipality, the local accommodations tax shall be one and one-half (1 1/2%) percent unless the municipality, by resolution, consents to the three (3%) percent accommodations tax.

Section 3 - Payment of Local Accommodations Tax

Payment of the Local Accommodations Tax established herein shall be the liability of the consumer of the services. The tax shall be paid at the time of delivery of the services to which the tax applies, and shall be collected by the provider of the services. The County shall promulgate a form of return which shall be utilized by the provider of services to calculate the amount of Local Accommodation Taxes collected and due. This form shall contain a sworn declaration as to the correctness thereof by the provider of services.

The taxes provided for in this Ordinance must be remitted to the County on a monthly basis when the estimated amount of average tax is more than fifty (\$50) dollars a month, on a quarterly basis when the estimated amount of average tax is twenty-five (\$25) dollars to fifty (\$50) dollars a month, and on an annual basis when the estimated amount of average tax is less than twenty-five (\$25) dollars a month.

The provider of services shall remit the Local Accommodations Tax, when due, to the County on the 20th of the month, or on the next business day if the 20th is not a business day.

It shall be a violation of this Ordinance to:

- a. fail to collect the Local Accommodations Tax in connection with the rental of any accommodations to transients,
- b. fail to remit to the City the Local Accommodations Tax collected, pursuant to this Ordinance,
- c. knowingly provide false information on the form of return submitted to the County, or
- d. fail to provide books and records to the Code Enforcement Officer for the purpose of an audit upon twenty four (24) hours' written notice.

The penalty for violation of this Ordinance shall be five percent (5%) per month, charged on the original amount of the Local Accommodations Tax due.

Section 8 - Severability

If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by an court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 9. The accommodations tax shall take effect on _____

APPROVED on FIRST READING this 1st day of October, 2002, by a vote of:

5 YES

0 NO

Opal O. Green
OPAL O. GREEN, CLERK

APPROVED on SECOND READING this 15th day of October, 2002, by a vote of:

5 YES

0 NO

Opal O. Green
OPAL O. GREEN, CLERK

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2004-26

AN ORDINANCE AMENDING ORDINANCE 2002-14, AN ORDINANCE
AMENDING ORDINANCE 2001-05, AN ORDINANCE FOR THE PURPOSE OF
ESTABLISHING A LOCAL ACCOMMODATIONS TAX TO APPLY TO ALL
ACCOMMODATIONS LOCATED IN OCONEE COUNTY

BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL, in session,
duly assembled with a quorum present and voting that Ordinance 2002-14, Section 5, is
hereby amended to read as follows:

The County Council shall distribute the Local Accommodations Tax collected and placed
in the "County of Oconee Local Accommodations Tax Special Revenue Fund" to be used
for tourism-related capital projects, the support of tourism and tourist services in a
manner that will best serve the tourists from whom it was collected including being
pledged as security for indebtedness issued by the County for public purposes. It shall be
the responsibility of the County council to ensure that any and all money expended from
the "County of Oconee Accommodations Tax Special Revenue Fund" should be
distributed in accordance with South Carolina law and this Ordinance. The Oconee
County Recreation Commission and the Oconee County Parks and Tourism Commission
may make recommendations to County Council for the expenditure of these funds.


H. Frank Abies, Chair
Oconee County Council

Attest:


Opal O. Green
Clerk to Council

1st Reading: 10/5/04
2nd Reading: 10/19/04
3rd Reading: 11/9/04



11



**OCONEE COUNTY COUNCIL
ORDINANCE NO 2007-12**

AN ORDINANCE AMENDING ORDINANCE 2004-16, AN ORDINANCE AMENDING ORDINANCE 2002-14, AN ORDINANCE FOR THE PURPOSE OF ESTABLISHING A LOCAL ACCOMODATIONS TAX TO APPLY TO ALL ACCOMODATIONS LOCATED IN OCONEE COUNTY.

WHEREAS, the County of Oconee (the "County") wishes to enhance the facilities that serve the tourists who visit the County; and

WHEREAS, the county wants to more strongly support the public services that are available to tourists in order to promote and further encourage tourism in the County; and

WHEREAS, Article 5 of Chapter 1 of Title 6 of the Code of Law of South Carolina 1976, as amended (the "Code"), authorize local governing bodies by ordinance to impose a local accommodations tax not to exceed three (3%) percent on the gross proceeds of rentals of accommodations; and

WHEREAS, the County finds that a three percent (3%) Local Accommodations Tax (as defined herein) upon the rentals of hotels, motels, and other lodging establishments in the County that offer accommodations to tourists, will result in revenues which will be used for the dedicated purpose of improving services and facilities for tourists which constitutes a public purpose of the County; and

WHEREAS, the County finds that ORDINANCE 2001-05 should be amended to delete a sentence in Section 6 concerning operational and administrative costs;

NOW THEREFORE, BE IT ORDAINED, by a Positive Majority (as defined herein) of the County Council of the County of Oconee, South Carolina, duly assembled, and by authority of the same as follows:

Section 1 - Definition

- a. "Accommodations" is defined as any rooms (excluding meeting and conference rooms), campground spaces, lodgings, or sleeping accommodations furnished to transients by a hotel, inn, tourist court, tourist camp, motel, campground, residence, or any other place in which rooms, lodgings or sleeping accommodations are furnished to transients for consideration within the County. This tax does not apply where the facilities consist of less than six sleeping rooms, contained on the same premises, which is used as the individual's place of abode. The gross proceeds derived from the lease or rental of sleeping accommodations supplied to the same person or persons for a period of ninety (90) continuous days or more are not considered proceeds from transients.

- b. "County of Oconee" and "Oconee County" means the County and all of the properties within geographical boundaries of the County.
- c. "Local Accommodations Tax" means a tax on the gross proceeds derived from the rental or charges for accommodations furnished to transients and which is imposed on every person engaged or continuing within the jurisdiction of the imposing local governmental body in the business of furnishing accommodations to transients for consideration.
- d. "Positive Majority" means a vote for adoption by the majority of the members of the entire governing body, whether present or not. However, if there is a vacancy in the membership of the governing body, a positive majority vote of the entire governing body as constituted on the day of the final vote on the imposition is required.

Section 2 - Local Accommodations Tax

A uniform tax equal to three percent (3%) is hereby imposed on the gross proceeds derived from the rental of any Accommodation within the County. Within the boundaries of a municipality, the local accommodations tax shall be one and one-half (1 ½%) percent unless the municipality, by resolution, consents to the three (3%) percent accommodations tax.

Section 3- Payment of Local Accommodations Tax

Payment of the Local Accommodations Tax established herein shall be the liability of the consumer of the services. The tax shall be paid at the time of delivery of the services to which the tax applies, and shall be collected by the provider of the services. The County shall promulgate a form of return which shall be utilized by the provider of services to calculate the amount of Local Accommodation Taxes collected and due. This form shall contain a sworn declaration as to the correctness thereof by the provider of services.

The taxes provided for in this Ordinance must be remitted to the County on a monthly basis when the estimated amount of average tax is more than fifty (\$50) dollars a month, on quarterly basis when the estimated amount of average tax is twenty-five (\$25) dollars to fifty (\$50) dollars a month. And on an annual basis when the estimated amount of average tax is less than twenty-five (\$25) dollars a month.

The provider of services shall remit the Local Accommodations Tax, when due, to the County on the 20th of the month, or on the next business day if the 20th is not a business day.

Section 4 – Local Accommodations Tax Special Revenue Fund

An interest-bearing, segregated and restricted account to be known as the "County of Oconee Local Accommodations Tax Special Revenue Fund" is hereby established. All revenues received from the Local Accommodations Tax shall be deposited into this Fund. The principal and any accrued interest in this Fund shall be expended only as permitted by this Ordinance.

Section 5 – Distribution of Funds

The County Council shall distribute the Local Accommodations Tax Collected and placed in the "County of Oconee Local Accommodations Tax Special Revenue Fund" for tourism related capital projects, the support of tourism and tourist services in a manner that will best serve the tourists from whom it was collected including being pledged as security for indebtedness issued by the County for public purposes. Recommendations may be made through the Parks, Recreation, and Tourism Commission, as well as the Arts & Historical Commission for the expenditure of these funds. It shall be the responsibility of the County Council to ensure that any and all money expended from the "County of Oconee Local Accommodations Tax Special Revenue Fund" be distributed in accordance with South Carolina Code of Laws section 6-1-530 for the following purposes:

- (1) tourism-related buildings, including, but not limited to, civic centers, coliseums, and aquariums
- (2) tourism-related cultural, recreational, or historical facilities
- (3) beach access, renourishment, or other tourism-related lands and water access
- (4) highways, roads, streets, and bridges providing access to tourism destinations
- (5) advertisements and promotion of Oconee County and related to tourist development
- (6) water and sewer infrastructure to serve tourism – related demand

The existing balance of the twenty-five (25%) percent Local Accommodations Tax Fund shall be distributed to the Arts and Historical Commission and this balance, along with all future twenty-five (25%) Local Accommodations Tax funds shall be distributed annually in grants to the Arts and Historical Community. This will increase the ability of the grant recipient to provide for tourism, described in the above guidelines. All expenditures must be approved by County Council.

The existing balance of seventy-five (75%) percent Local Accommodations Tax fund, with exception of two hundred thousand (\$200,000) dollars to be set aside as "Tourism Project Funds", shall be distributed to the Parks, Recreation, and Tourism Commission, and this balance, along with future seventy-five (75%) percent Local Accommodations Tax funds shall be used for the promotion of Oconee County and the Parks Recreation, and Tourism department, as described in the above guidelines.

Each commission shall make recommendations as to the expenditure of their distributed funds to Oconee County Council. All expenditures must be approved by Oconee County Council.

Section 6 – Inspections Audits and Administration

For the purpose of enforcing the provisions of this Ordinance, a Code Enforcement Officer or other authorized agent of the County, is empowered to enter upon the premises of any person subject to this Ordinance and to make inspections, examine and audit books and records. It shall be unlawful for any person to fail or refuse to make available the necessary books and records during normal business hours upon twenty-four (24) hours written notice. In the event that an audit reveals that false information has been filed by the remitter, the costs of the audit shall be added to the correct amount of tax determined to be due. The Code Enforcement Officer may make systematic inspections of all service providers which are governed by this Ordinance within the County to ensure compliance with this Ordinance. Records of inspections shall not be deemed public records.

Section 7 – Violations and Penalties

It shall be a violation of this Ordinance to:

- a. fail to collect the Local Accommodations Tax in connection with the rental of any accommodations to transients,
- b. fail to remit the County the Local Accommodations Tax collected, pursuant to this Ordinance,
- c. knowingly provide false information on the form of return submitted to the County, or
- d. fail to provide books and records to the Code Enforcement Officer for the purpose of an audit upon twenty-four (24) hours' written notice.

The penalty for violation of this Ordinance shall be five percent (5%) per month, charged on the original amount of the Local Accommodations Tax due.

Section 8 – Severability

If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.


Marion E. Lyles, Chair
Geonee County Council

Attest

Elizabeth G. Huise, Clerk
Geonee County Council

1st Reading: 06-05-07
2nd Reading: 06-19-07
3rd Reading: 07-17-07



STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ORDINANCE NO. 98-1

TITLE: AN ORDINANCE ESTABLISHING THE OCONEE COUNTY ACCOMMODATIONS TAX ADVISORY COMMITTEE

SECTION I PREAMBLE

Whereas, the General Assembly for the State of South Carolina has imposed a tax upon accommodations for transients and has codified the same in Chapter 33 of Title 12 of the South Carolina Code of Laws; and,

Whereas, §6-4-25, South Carolina Code of Laws Annotated (1976), as amended, provides that a County receiving more than Twenty-Five Thousand and No/100 (\$25,000.00) Dollars in revenue from the accommodations tax and County areas collecting more than Fifty Thousand and no/100 (\$50,000.00) Dollars shall appoint an advisory committee to make recommendations on the expenditure of revenue generated from the accommodations tax; and,

Whereas, the Oconee County Council, as the governing body for Oconee County, South Carolina has determined that it is necessary and appropriate to enact an ordinance providing for the creation of a Local Accommodations Tax (LATAX) Advisory Committee for Oconee County;

NOW THEREFORE, the Oconee County Council, in session, duly assembled adopts this ordinance for the purposes stated herein.

SECTION II TITLE

The title of this Ordinance shall be "An Ordinance Providing for the Creation of the Oconee County Accommodations Tax Advisory Committee".

SECTION III PURPOSE

The purpose of this Ordinance shall be to create and provide for an advisory committee for the purpose of advising the Oconee County Council concerning the distribution of revenues received by Oconee County and generated from the accommodations tax.

SECTION IV MEMBERSHIP AND FUNCTIONS

A) Upon the effective date of this Ordinance, the Oconee County Accommodations Tax Advisory Committee shall be reorganized and reconstituted as set forth herein. Members of the Committee shall be appointed by the Oconee County Council in session, duly assembled. The Advisory Committee shall consist of seven members with a majority being selected from the hospitality industry of the County. At least two of the hospitality industry members shall be from the lodging industry. One member shall represent the cultural organizations of the County. Membership of the Committee shall be representative of all areas of the County with a majority of the

membership coming from no one area. Each member shall serve a term of three (3) years, EXCEPT that the initial term of four (4) members shall be for a period of two (2) years, with the initial term of the remaining three (3) members to be for a period of three (3) years, and thereafter, all members shall serve for a three (3) year term or until their successors in office are duly appointed. No member shall vote on any matter in which he has an economic interest for himself, a member of his immediate family, an individual with whom he is associated, or a business with which he is associated.

B) Removal of Members. Members of the Committee may be removed at any time by a majority of the Oconee County Council for cause. If or in the event any member shall fail to attend fifty (50%) percent of the regularly scheduled meetings within a period of twelve (12) calendar months, such member shall be deemed to have resigned his position and may be replaced without notice by action of the Oconee County Council. PROVIDED, HOWEVER, that if such absences are excused by the Chairman of the Committee and/or the Supervisor-Chairman of the Oconee County Council, then this provision may be waived.

C) Functions and duties of the Committee. The Advisory Committee shall adopt guidelines to fit the needs and time



schedules of the area. The guidelines shall include the requirements for application for funds from dues generated by the accommodation tax and to be distributed by Oconee County. The Advisory Committee shall submit written recommendations to the County Council concerning the expenditure of such funds at least once annually. The Advisory Committee shall have such responsibilities and duties as are more fully set forth in Chapter 4 of Title 6 of the South Carolina Code of Laws, as the same may be from time to time amended. There shall be a limitation of allocations made pursuant to this Ordinance of \$18,000.00 per request for any organization or entity which is not audited annually by an independent certified public accountant and \$25,000.00 per request for any organization or entity which is audited annually by an independent certified public accountant provided, that such audits are provided to and deemed acceptable by the Advisory Committee. This requirement may be waived by a majority vote of the Oconee County Council given in session, duly assembled, for a good cause. All acts of the Advisory Committee involving the expenditure of funds and other matters shall be subject to review and approval by the Oconee County Council.

D) Compensation. Members of the Advisory Committee shall serve without compensation, but shall be entitled to be reimbursed

according to the County reimbursement policy, per diem for travel outside of Oconee County when the same is necessary in the furtherance of the Committee's business and that of the County Council upon prior approval of the Oconee County Council.

E) Organization. The Advisory Committee shall meet as often as is necessary and shall enact its own by-laws governing the conduct of its meetings. From its own number, to serve a term of one (1) year, the Committee shall select a chairman and such other officers as the Committee deems necessary and appropriate. All officers, including the chairman, shall have the right to vote on any question coming before the advisory committee. All officers may be re-elected to serve successive terms during their membership.

SECTION V

All Ordinances, Motions, Resolutions and Acts of the Oconee County Council inconsistent herewith are hereby repealed. All actions and recommendations of any Advisory Committee established by Oconee County for the purposes of making recommendations for the distribution of ATAX Funds and approved by the Oconee County Council are hereby ratified and affirmed. If any word, phrase, sentence, paragraph or provision of this Ordinance is held invalid by a Court of competent jurisdiction, the remaining words, phrases

sentences, paragraphs and provisions shall survive such action and shall remain in full force and effect.

SECTION VI

This Ordinance shall become effective upon third and final reading.

APPROVED and adopted on first reading this _____ day of _____, 1997, by a vote of:

_____: YES _____: NO

OPAL O. GREEN, COUNCIL CLERK

APPROVED and adopted on second reading this _____ day of _____, 1997, by a vote of:

_____: YES _____: NO

OPAL O. GREEN, COUNCIL CLERK

APPROVED and adopted on third and final reading this _____ day of _____, 1997, by a vote of:

_____: YES _____: NO

Harrison E. Orr

HARRISON E. ORR
SUPERVISOR-CHAIRMAN

OCONEE ALLIANCE, INC.
BOARD OF DIRECTORS MEETING
MAY 8, 2008

TREASURER REPORT

- ✓ Cash balance at 5-7-08: \$255,221

- ✓ See attached transaction detail for period January 1, 2008 to present.

Submitted by John Pulliam

Both - 5-8-08
please put
in next
agenda
package
SJC



Oconee Alliance Inc.

3/7/2008 6:42 PM

Register: Palmetto 071030239

From 01/01/2008 through 05/07/2008

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/02/2008	1036	Jim Gadd	-split-	Dec07 expenses	667.68	X		216,696.88
01/23/2008	1037	Knorr Insurance, Inc	Misc expenses:Insurance	pol:evrBCP86...	1,513.00	X		215,093.88
01/23/2008	1038	Postmaster	Misc expenses:Office s...	annual post offi...	40.00	X		215,053.88
01/31/2008	18		Interest Revenue	Jan08 sweep in...		X	403.48	215,457.36
02/05/2008	1039	Jim Gadd	-split-	Jan08 expenses	1,915.74	X		213,541.62
02/06/2008	1040	Carpe Diem Commu...	-split-	Jan08 vision ex...	301.52	X		213,240.10
02/19/2008	1041	Oconee County Paa...	Exec Director compens...	Jim Gadd comp...	17,960.50	X		195,279.60
02/28/2008	17		Interest Revenue	Feb08 sweep in...		X	224.75	195,474.35
03/03/2008			Undeposited Funds	Deposit		X	300.00	195,774.35
03/05/2008	1043	Carpe Diem Commu...	Vision Investment ext...	consulting serv...	15,000.00	X		180,774.35
03/06/2008			Undeposited Funds	Deposit		X	2,500.00	183,274.35
03/11/2008			-split-	Deposit		X	6,666.66	189,941.01
03/11/2008			Undeposited Funds	Deposit		X	3,333.34	193,274.35
03/11/2008	1043	Jim Gadd	-split-	Feb08 expenses	1,338.40	X		191,935.95
03/17/2008			Undeposited Funds	Yoders 2008 In...		X	3,333.33	195,269.28
03/17/2008	1044	Carpe Diem Commu...	-split-	Feb08 vision v...	105.89	X		195,163.39
03/20/2008			-split-	2008 investme...		X	5,833.00	200,996.39
03/25/2008			Undeposited Funds	2008 investme...		X	25,000.00	225,996.39
03/25/2008			Misc expenses:Adverti...	reimburse webs...		X	10,000.00	235,996.39
03/25/2008	1045	Oconee County Esta...	Misc expenses:Adverti...	reimburse webs...	10,000.00	X		225,996.39
03/31/2008	19		Interest Revenue	Mar08 sweep i...		X	174.87	226,171.26
04/04/2008			Contributed support.B...	2008 investme...		X	3,338.00	229,509.26
04/04/2008	1046	Jim Gadd	-split-	Mar08 expenses	816.83	X		228,688.43
04/21/2008	1047	Oconee County Paa...	Exec Director compens...	Jim Gadd comp...	30,947.50			207,740.93
04/25/2008		La Chausse Realty, Inc	Pludges receivable	2008 investme...		X	1,667.00	209,407.93
04/30/2008			Grants	20 year vision ...		X	45,700.00	255,107.93
04/30/2008	20		Interest Revenue	Apr08 sweep in...		X	124.59	255,232.52
05/02/2008	1048	Jim Gadd	-split-	Apr08 expenses	695.12			254,537.40
05/07/2008			Contributed support.B...	2008 investme...			833.33	255,370.73
05/07/2008	1049	Destination Marketi...	Misc expenses:Adverti...	advertising for...	150.00			255,220.73



received

5/13/08

DISTRIBUTED

CE/5.13.08

Tuesday, 5.13.08 / www.independentmail.com

CAT ridership up in Seneca

BY LILAD DOBSEY
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Special to the Independent
Mail

SENECA — As gas prices continue to rise, more and more people are using public transportation. CAT bus service in the City of Seneca experienced a huge increase in

riders last month.

CAT Administrator Al Sabatice said the numbers for April showed that people are seeking ways to save money.

"CAT bus ridership in April was over 14,500 passengers used the bus in and around Seneca and Deacon County," he said.

Sabatice said the numbers were higher the first quarter of 2008 as well.

"The first quarter of this year, January, February and March ridership was approximately 39,000 passengers, which is a whopping 13 percent increase over the first quarter of last year."

Clemson Area Transit is a public service provided fare-free.

CAT is funded by money from federal and state grants, along with funds from Clemson University.

For a complete listing of bus routes and schedules, check CAT's web site at www.catbus.com.

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