



# PUBLIC COMMENT SESSION SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

Tuesday, February 3, 2009

7:00 PM

Oconee County Administrative Offices  
415 South Pine Street, Walhalla, SC

Limited to forty [40] minutes, four [4] minutes per person.  
Comments MUST be related to a specific agenda item  
slated for action at the meeting.

**PLEASE PRINT**

	FULL NAME	AGENDA ITEM FOR DISCUSSION
1	Ginger Tidman	Zoning
2	* Sharon Hamilton	Zoning
3	Susan Watson	Zoning
4	<del>LARRY [unclear]</del>	<del>[unclear]</del>
5		
6	Kinda Howell	Zoning
7	BEN TURETICKY	Zoning
8		
9	Alice W. Wald	Fishes, etc
10	Steve Macleod	Zoning
11	Tom Markovich	Zoning
12		
13		
14		
15		

2/3/09

**Beth Hulse**

**From:** Beth Hulse  
**Sent:** Friday, January 30, 2009 1:01 PM  
**To:** (mtucas@oconee.k12.sc.us); Andrew, Beth Hulse; Bob Winchester (ocscmanager@bellsouth.net); Brett McLaughlin; Carlos Galarza; David Williams II (williamsce@independentmail.com); Greenville News (localnews@greenvillenews.com); Greg Dieterick; Nancy Goehle; Ray Chandier; West Union City Hall; Steve Thomas (stevet@hbaooconee.com); Tom Markovich (tmarkom@bellsouth.net); Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmerigrum@wgog.com); WGOG/WSNW RADIO (news@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com)  
**Subject:** County Council Agenda for Feb. 3 is on the web.

Good Day,

This email is to inform you and your organization that the agenda for the next Oconee County Council meeting scheduled for Tuesday, February 3, 2009, has been posted on our website (<http://www.oconeesc.com/council/>) for viewing. In addition to our website, agendas are posted at the Oconee County Administrative Offices; on both the bulletin board outside of Council Chambers and the main entrance window.

If you are unable to access our web page or would like to receive a hard copy of the agenda in the future please let me know at your earliest convenience.

Thanks.

*Elizabeth G. Hulse*  
*Clerk to County Council*  
*Oconee County Administration Office*  
*415 S. Pine Street*  
*Walhalla, SC 29691*  
*864-718-1023*  
*864-718-1024 [fax]*  
*bhulse@oconeesc.com*



OCCONEE COUNTY COUNCIL  
ABSTENTION FORM

Council Member Name:

REG DEXTER

(Please Print)

Council Member Signature:

Reginald T. Dexter

Meeting Date:

1/20/09

Item for Discussion/Vote:

CC CMTE Change

Reason for Absention:

I was not present for original meeting/discussion

I have a personal/familial interest in the issue.

Other:

Elizabeth G. Hulse  
Clerk to Council

[This form to be filed as part of the permanent record of the meeting.]

Personal Comments on Zoning Overlays – OC Council Meeting February 3, 2009  
Ben Turetzky

I am speaking to you today as a citizen of Oconee County who moved here in 1994. There has been much in these chambers said about the "true Oconee Countians" and those who have moved here recently. The population evolution of Oconee County from the 2004 Comprehensive Plan is shown in the following table, with the Census estimate for 2007 added.

1950	1960	1970	1980	1990	2000	2007	2010 – my estimate
39,050	40,204	40,728	48,511	57,494	66,215	70,753	75,000

When we look at school population, if my memory serves me properly, it has lingered at between 10 and 11,000 (2009 10,377). What this means in simple terms is that for several decades the county population was pretty constant at 40,000 until 1980 to the present. So, WE are comprised of almost equal parts of families that have lived here a long time and families that have lived here for up to 20-30 years. Just because about half of us were not born here doesn't make us second class citizens. The real fascinating and very critical thing about the numbers is that the new comers didn't swell the school population.

We are currently undertaking the extremely important task of conducting a required review of the 2004 Comprehensive Plan. That 139 page plan is really a tremendous piece of work. I may have worded some things differently but please listen to an extract from the middle of page 18: "...In addition, the increasing number of foreign-born individuals living in Oconee, both aliens and citizens, will raise the possibility of cultural and ideological friction. All Oconeeans, regardless of origin of birth, will need to be aware that the provocation of unnecessary conflicts can threaten the peace and prosperity of everyone..... The job will require close attention to issues before they develop into major problems. There is no doubt that dealing with the issues will sometimes be unpleasant, but, by utilizing the tools and resources available in Oconee County, the benefits will outweigh the objectionable moments and provide Oconee's residents with a bright future."

The die for change was cast well before the 1960's when the Crescent Lumber Company started buying up land that eventually became Lake Keowee. In the process, the lives of most Oconee County residents changed forever.

Oh yes, and that "terrible lake" — has driven the economy and will continue to do so, if we treat it and all the other lakes with the respect they deserve. I speak to people who are moving here from Lake Lanier and Lake Norman and they marvel at what a gem it is. Lake Keowee does not have to, nor should it become, like other lakes. We can protect it with reasonable shoreline restrictions such as provided in the overlay. The Zoning Enabling Ordinance is an excellent step forward. And yes, there are no second class lakes, so if you feel that an overlay on Lake Hartwell will protect it to a higher level than is provided by the COE, add an overlay to Lake Hartwell.

The future is in OUR hands; the new arrivals are not a small minority as some have stated; the Lakes are critical to the Upstate's future. It is time for civility, careful thought and working together.

Remarks to Oconee County Council, February 3, 2009  
Advocates for Quality Development

Good evening. I am presenting these remarks on behalf of Gary Owens, the President of Advocates for Quality Development, who has been called out of town.

AQD would like to go on the record regarding four factual points related to the ZEO and the Lake Keowee overlay.

**1) Council states ZEO is a strong document.**

- We are pleased that the new council members support the concept of land use planning and allowing Oconee citizens the opportunity to seek the protections zoning can afford.
- We believe the original intent was clear and agree with the County Attorney's suggestion to make a minor administrative change to clarify the ordinance.

**2) Support for a Lake Keowee Overlay has been constant, overwhelming and strong.**

- A petition in support of ZEO, signed by over 1,300 people who are actually impacted by the overlay, was presented to Council last year.
- Scores of people representing themselves, various organizations and many neighborhoods and have spoken at Council and Planning Commission meetings in support of the overlay.
- Only one person who would be impacted by the overlay, and representing only himself, has spoken out in opposition.
- Of the 55,764 residential parcels in Oconee County, 7,175, or 13%, lie within the Lake Keowee overlay - and the vast majority of those people want the protection offered by the overlay.
- Those owners also pay 35% of the residential taxes in the County and a reduction in their property values will have a major negative impact on the County.



**3) The petition process contained in the ZEO is well under way.**

- The planning department will confirm that it has received notice of intent that petitions requesting zoning will be submitted by the May 1 implementation date.
- AQD has been contacted by scores of neighborhoods seeking help in their petition campaigns.
- There are petitions being circulated by rural owners who want to protect themselves from subdivision and industrial growth.
- More than 40 neighborhoods near Lake Keowee are circulating petitions requesting zoning protection.
- Oconee citizens are showing their support for the ZEO.

**4) AQD supports a lake overlay for both portions of Lake Hartwell.**

- Adding a lake overlay for Hartwell is very easy to do and could be implemented within 3 Council meetings.
- As the Chairman knows from a meeting held in his living room a year ago, AQD sought and continues to seek input from Lake Hartwell residents but so far has seen very little interest.
- Then and now, AQD fully supports a lake overlay for all parts of Lake Hartwell in Oconee County.
- AQD believes the County should conduct a public meeting in District 5 to allow those residents to voice their opinions just like the people in the Lake Keowee Overlay have done.

We have spent two years getting here. Listen to the people who are really affected by the lake overlay...those that LIVE in the lake overlay.

Those NOT living in the overlay are not impacted one bit by the overlay and they have freedom of choice for what protection they want where they live. They can request an overlay, to be zoned or not to be zoned. It seems like a fair outcome for all...does it not?

# FIRE, SAFETY & RESCUE

## A Public Perspective

Susie Cornelius, February 3, 2009

- Purpose
- Planning
- Personnel
- Money

## Comment

### Purpose of Fire/EMS

- ~~Public: Protect lives, property and reduce insurance premiums relative to cost in taxes~~  
Public: Protect lives, property and reduce insurance premiums relative to cost in taxes
- County Mission Statement:
  - Protection for people and resources
  - Minimize damage, loss of life and injury
  - Provide for damage assessment after disaster
  - Provide for continuity of government



## Additional Comment

### Purpose of Emergency Services

- Public needs an explanation of Continuity of Government by EMS and an opportunity for public input for such planning
- “Oconee County Emergency Management Agency” suddenly appeared in January
- Explanation because the word “Agency” is not in the county organization ordinance

## Comment

### Planning for Fire/EMS

- County has failed in proper planning
  - Failure to respect public/volunteer input
  - Plan has not been presented to the public
  - Taxing for Fire/EMS is inequitable
  - City contracts are disproportionate (OMH)
  - Water issues unresolved
  - Westminster proposal is not properly planned
  - Bad attitude from county officials

## Perspective

### Water for Fire Service Issues

- No Planning
- No coordination
- No talks
- No authority
- No comprehension apparent
- No judgment exercised thus far

# Perspective

## Westminster Building

- Acceptable: County works with cities
- Unacceptable: Mixing oversight inside city
  - Working out of a pre-existing mess
  - Station 21 location - questionable
  - Suitability questionable
  - Site stability - questionable
  - Funding - We haven't heard a word
  - Agreement Terms ?

# Comment

## Personnel Fire/EMS

- Involved county officials have shown a lack of people skills and ability to negotiate
- Fire and particularly rescue volunteers have been disrespected and their comments ridiculed
- Public has a frightening perspective of new hire(s) for Station 21- Phantom Station
- Too many administrative, white shirts and big personal-use trucks

## Comment

### Money related to Fire/EMS Services

- We know: “It is about the money”
  - Insurance premiums lower for some people
  - Profits for other purposes built into funding
  - Job security and benefits for a “brotherhood”
  - Recoupment fees unaccounted for in funding



# Suggestions

- Maintain county authority over service
- Establish response call policy to fire/vehicle
- Stop all projects until public plan is in place
- Water issues must be resolved
- Analyze Westminster building proposal
- Tax funding must be restructured
- Personnel concepts reviewed/improved
- Financial analysis of contracts and service
- Review/audit all

# Summary

- Public appreciates county initiative to improve fire/ems service
- Address public concerns of unfair and/or excessive funding relative to service
- Provide for volunteers' essential requests
- Coordinate countywide service
- No single project without a full public plan
- EMS/Agency may be improper for continuity of government operations

# Extended Public Comments

Thank you for your attention  
and  
cooperation



4

# CAROLINA FOOTHILLS HERITAGE FAIR

*A premier event celebrating  
the heritage of Oconee County  
and the surrounding area,  
including agriculture, art, crafts,  
music and food.*

This fair will provide:

- an opportunity to draw visitors from surrounding counties and states, bringing tourism dollars to Oconee*
- a family oriented activity at a reasonable price*
- an opportunity for local farmers, artists and craftsmen to market and sell their products*



A good,  
old-fashioned  
agricultural  
fair.



#### Potential Activities

Livestock Shows/exhibits

Plant & gardening exhibits

Cooking contests and food exhibits

Antique car, truck and tractor shows

Cultural exhibits - blacksmithing, soap-making,  
spinning & weaving, moon-shining

Agricultural technology demonstrations

Professional and student art exhibits

Concerts

Children's activities



Research that supports a fair:

NC Mountain State fair,  
Fletcher, NC

187,819 from 3 states attended  
in 2007

Over \$3 million dollars added  
to the local economy

Prize money has grown to \$180,000+

Decatur County Fair  
Decatur, GA

Over 10,000 attendees first year

Participating vendors reported  
substantial additions

to their client lists

## Coweta County GA Fair

Began with 37 acres, now up to 67

Average attendance 40,000

Participants include 4-H, home-schooled groups, civic groups, band, others

Food booths are major fundraiser

Fair proceeds (after bills) give over \$175,000 annually to local charities

When:

Target date - fall 2009

What do we need ?

*Seed Money Support*

Estimated Start-up costs

Advertising/Promotion	\$30,000.00+
Security Fencing	\$20,000.00+
Tent & Table Rentals	\$19,280.00
Water Line Installation	\$10,000.00
Water Tap (Backflow)	\$ 8,000.00
Banners & Signs	\$ 5,000.00

Port-o-lets	\$5,000.00
Concert Performers	\$4650.00
Youth Activities	\$1200.00
<u>501C3 Application Minimum</u>	<u>\$ 500.00</u>
	\$103,630.00

We would appreciate county assistance with gravel & some minimal grading if needed for parking areas.

Ag South has agreed to provide both financial support and active participation.

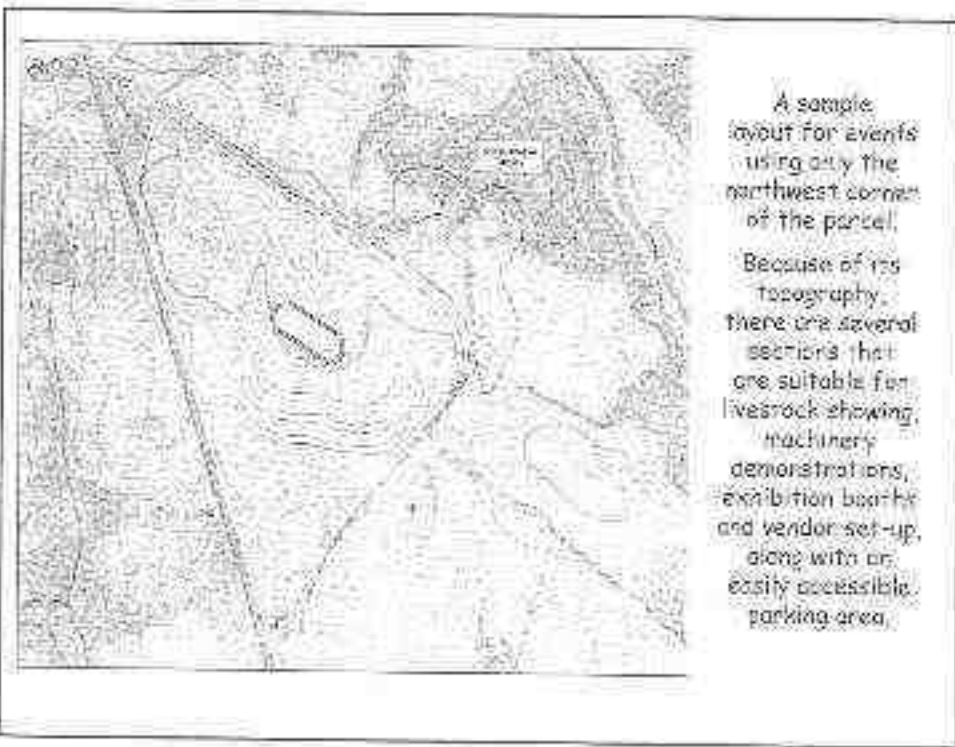
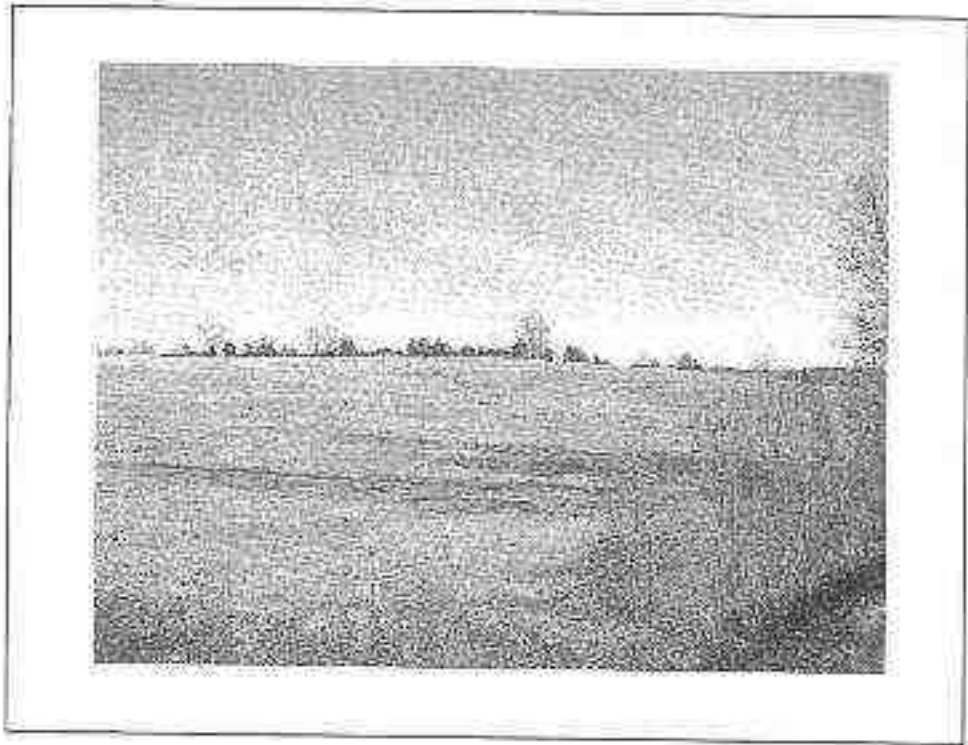
Others have pledged assistance with pro bono work and/or monetary contributions.

Once we achieve 501C3 status,  
we'll qualify for grants.

We plan to apply for  
ATAX funds.

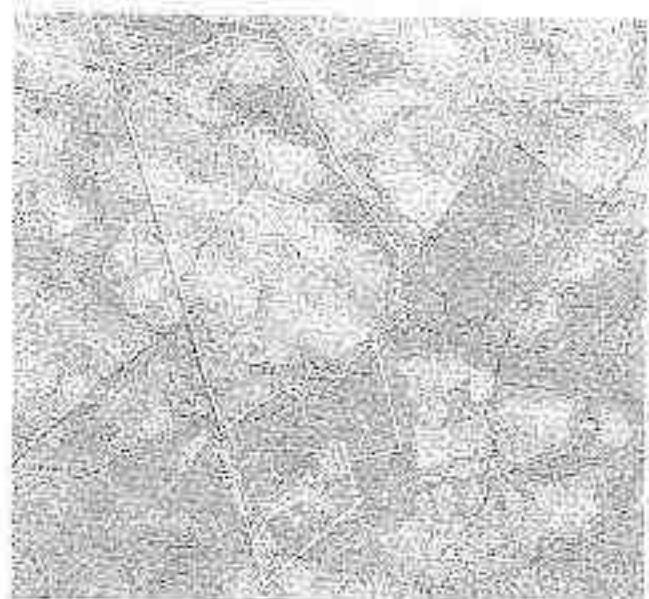
*What else do we need?*

An opportunity to host this event on the tract of land currently designated for the Golden Corner Commerce Park while it's awaiting development.



A sample layout for events using only the northwest corner of the parcel.

Because of its topography, there are several sections that are suitable for livestock showing, machinery demonstrations, exhibition booths and vendor set-up, along with an easily accessible parking area.



Because this tract lies in the heart of Oconee County's farming community, and its gentle topography is well suited for use as a fairground, we believe a well orchestrated series of agri-tourism events has the potential to draw thousands of people to this prime location.



Bar-b-q or chili cook-offs.



Natural food festivals.



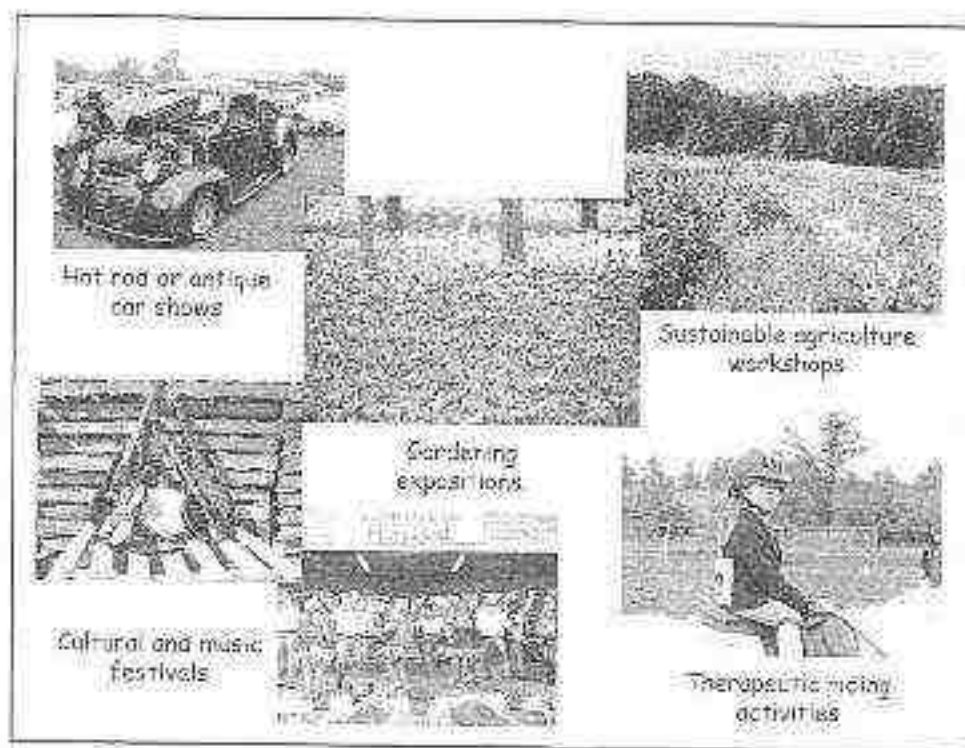
Horse shows.

These events could continue to draw tourism dollars until development picks up.

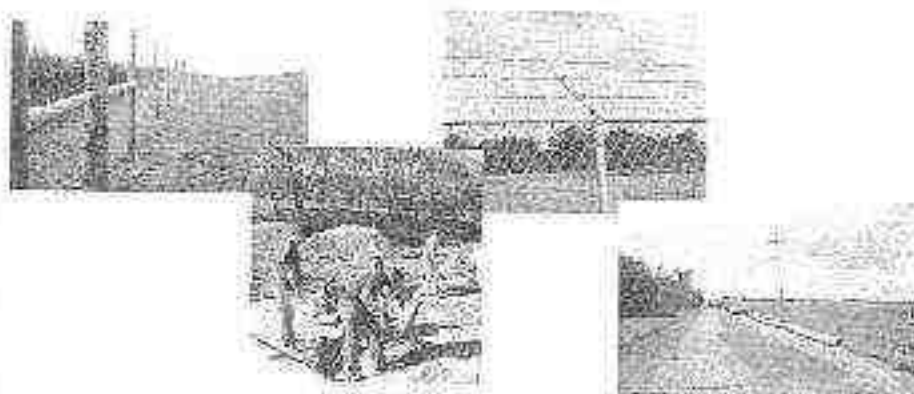



Wildlife expositions.



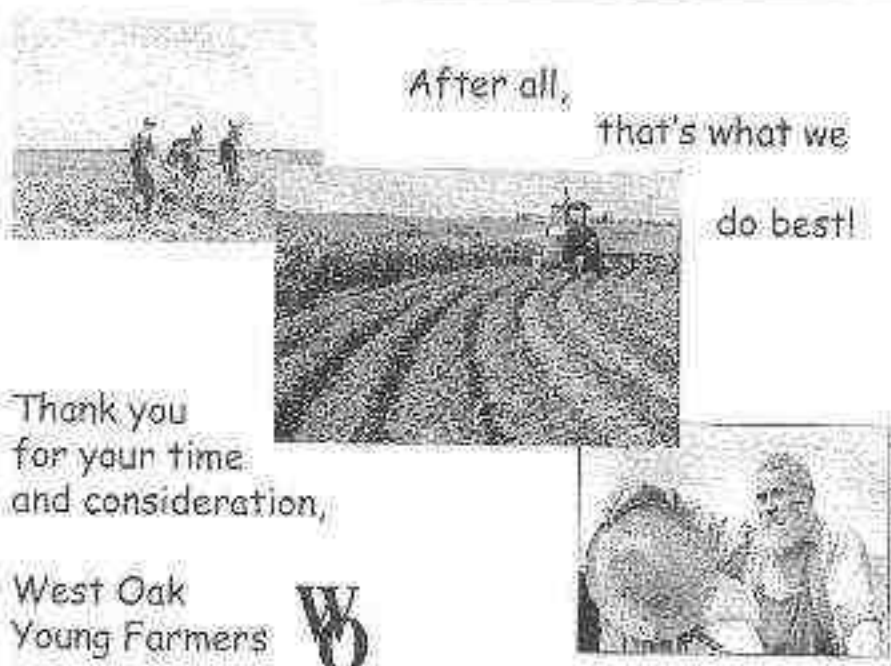


Almost half of what we need could be utilized by the Commerce Park in the future.  
 All county monies received will be utilized within the county.






We hope you'll give us the opportunity to "dig into" something with potential and watch it grow.



After all, that's what we do best!

Thank you for your time and consideration,

West Oak Young Farmers 

Music

"Tugalo"

By

Tugalo Holler  
of  
Oconee County

#### Addendum to Presentation:

Although we have researched expenses for this presentation, these costs are only estimates or ideals. Actual costs may be higher or lower.

Estimates received after the preparation of this Power Point show include:

#### Insurance

##### General Liability:

\$1400.00 to \$7000.00

This cost is dependent on activities planned for the event, with riskier activities and extremely large attendance expectations incurring higher costs. The cost of insuring the property for an entire year, and therefore for more than one event if circumstances allow, would be less than \$100 per year higher than for the "single event" price and would include coverage for "down" time of the property. Independent contractors who participate in an event would also be required to carry general liability insurance covering Oconee County and the fair.

#### Security

Off-duty deputies from Oconee County Sheriff's Department are usually paid \$25.00 per hour per man for security services.

#### Emergency Services

Oconee County normally provides an ambulance free of charge at community events.

History tells us that even during the Great Depression of the 1930's families found economical ways to entertain themselves. We believe a fair will return significantly more than what we invest in its start-up as long as we promote it well and focus on making it an economical family oriented entertainment event. One of the benefits to the county will be the return of whatever money is invested by the county in the form of locally hired workers and goods and services purchased from local merchants. In addition to this stimulus, tourists' dollars spent by visitors to the fair from other counties and states will help local merchants.

BACKGROUND INFO FOR OCONEE PRESERVATION  
UNLIMITED STEWARDSHIP TRUST AGENDA ITEM FOR  
FEBRUARY THIRD 2009 COUNCIL MEETING.

THIS AGENDA ITEM IS SEEKING NO MONEY.

THERE IS A PROPOSAL FOR A NEW INTERSTATE WHICH  
WILL CONNECT SAVANNAH GA. TO KNOXVILLE TN.  
DUE TO CONFLICTS WITH COUNTIES IN UPPER GA AND  
NC THE PROPOSAL IS NOW SEEKING ALTERNATE  
ROUTES. ONE SUCH ROUTE HAS IMPLICATIONS, IN THE  
NEGATIVE, FOR OCONEE COUNTY. OPUS TRUST, WAYS-  
SOUTH AND UPSTATE FOREVER WISH TO MAKE A  
PRESENTATION ABOUT THIS PROJECT, ITS NEGATIVE  
IMPLICATIONS FOR OUR COUNTY AND DESIRE HELP IN  
OPPOSING SAID INTERSTATE.

EDDIE MARTIN  
OPUS TRUST

**A Summary of Proposed Interstate 3  
Prepared for the Oconee County Council  
February 3, 2009**

**HISTORY**

A new interstate corridor connecting Savannah to Knoxville was proposed by Georgia Rep. Max Burns in 2004. It was tentatively named "I-3" and \$1.3 million was authorized in the transportation bill in 2005 to study its costs and feasibility (not environmental impacts). While no route was specified, the original corridor concept did not enter South Carolina. It skirted the Savannah River and crossed the Georgia, North Carolina and Tennessee mountains. The mountain corridor met with tremendous resistance from all three states, and to date, the study has not been started.

Last spring, Georgia Rep. Paul Brown, who represents Augusta, Athens and much of northern Georgia, proposed filing an amendment to the transportation bill (known as SAFETEA-LU) which would require the study to look at a route between Augusta and Knoxville which would cross I-95 through South Carolina. Brown, a physician, originally opposed the interstate altogether, recognizing it as a bad idea to draw traffic, sprawl, and air and water degradation into what few lightly developed areas we have left, but he has since bowed to political pressure from Augusta. His amendment was not filed but the issue will come up again next year when SAFETEA-LU is reauthorized.

**The I-3 corridor:**

- \* is redundant of existing infrastructure (which must be maintained adequately first)
- \* is expensive, especially through the mountains
- \* benefits the Port of Savannah over the Port of Charleston
- \* would encourage sprawl in the South Carolina mountains
- \* would jeopardize air quality improvement efforts
- \* would encourage development in a Heritage Corridor, through a National Forest, and through traditional hunting and fishing corridors

**Representative Brown wants South Carolinians to pay the price that Georgia residents are not willing to pay without reaping any economic benefits.**

South Carolina's state highway system is the **fourth largest** in the nation with more than 42,000 miles of state-maintained roads. But we rank near the bottom in per capita expenditures (maintenance) for roads.

Consider the size implications of an interstate highway: the current design standards include full control of access, design speeds of 50 to 70 miles per hour, a minimum of two travel lanes in each direction, 12 foot lane widths, 10 foot right paved shoulder and 4 foot left paved shoulder (FHWA).



Finally, the proposed I-3 route closely mirrors an existing interstate route connecting Savannah to Knoxville: I-95N to I-26W to I-40W. Depending upon the final corridor, mileage traveled between Savannah and Knoxville is not much less, and could even be longer than the 95-26-40 corridor.

The revenue gained from truck stops will not pay for the costs to the Port of Charleston, for the funding diverted from highway and bridge maintenance, for the degradation in value of our Special Places along the Heritage Corridor and in the mountains, and for our increased healthcare costs as traffic and sprawl increase while our air quality declines, for our loss of mountain hunting and fishing lands and waters.

Oconee County is truly a sportsman's paradise. Please consider how an interstate built strictly for the benefit of the Port of Savannah, and opposed by citizens groups and councils all around us, could destroy so much of what Oconee County is famous for. Consider how a gross interstate and all of the trucks, pollution, sprawl and noise would affect:

Sumter National Forest  
The Chatooga Wild & Scenic River  
Lake Jocassee  
Lake Keowee  
Highway 11  
Isasqueena Falls and 17 other well known waterfalls  
The Chatuga River  
The Savannah River Scenic Highway  
The South Carolina National Heritage Corridor  
South Carolina's only wild trout fishery

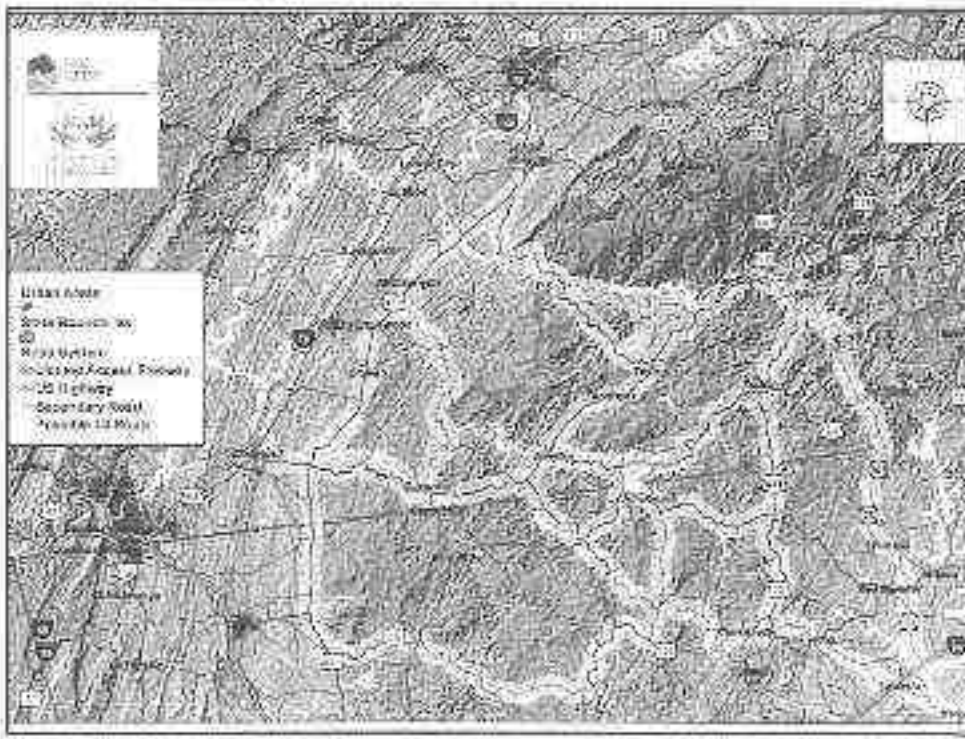
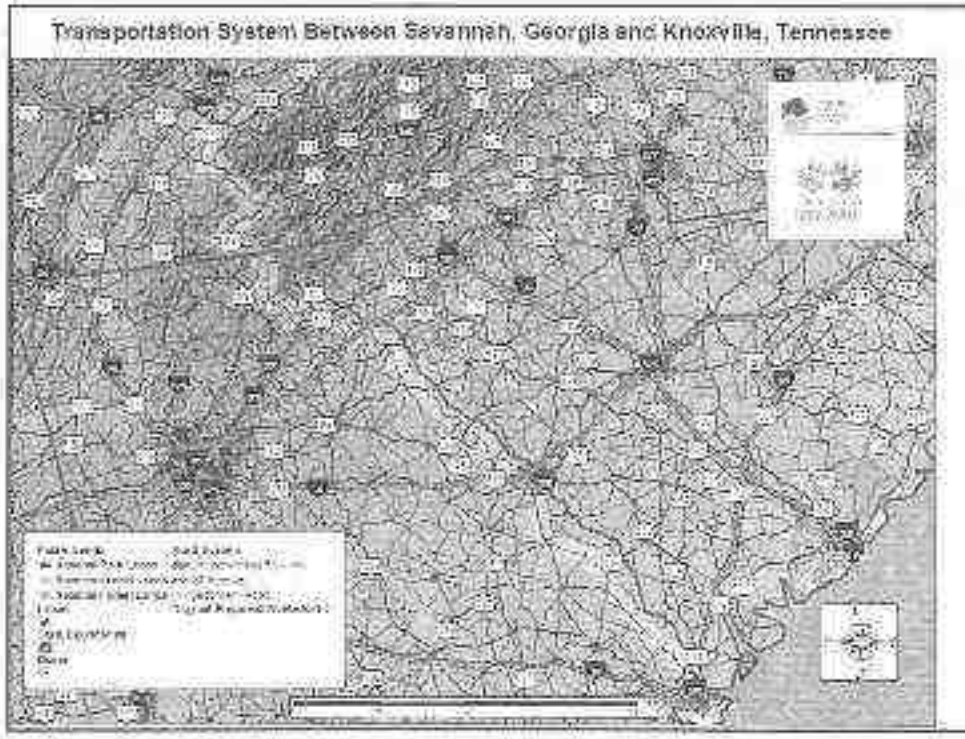
Oconee County got almost all of South Carolina's jewels. Can you imagine blasting away your mountains and running an interstate through *them*?

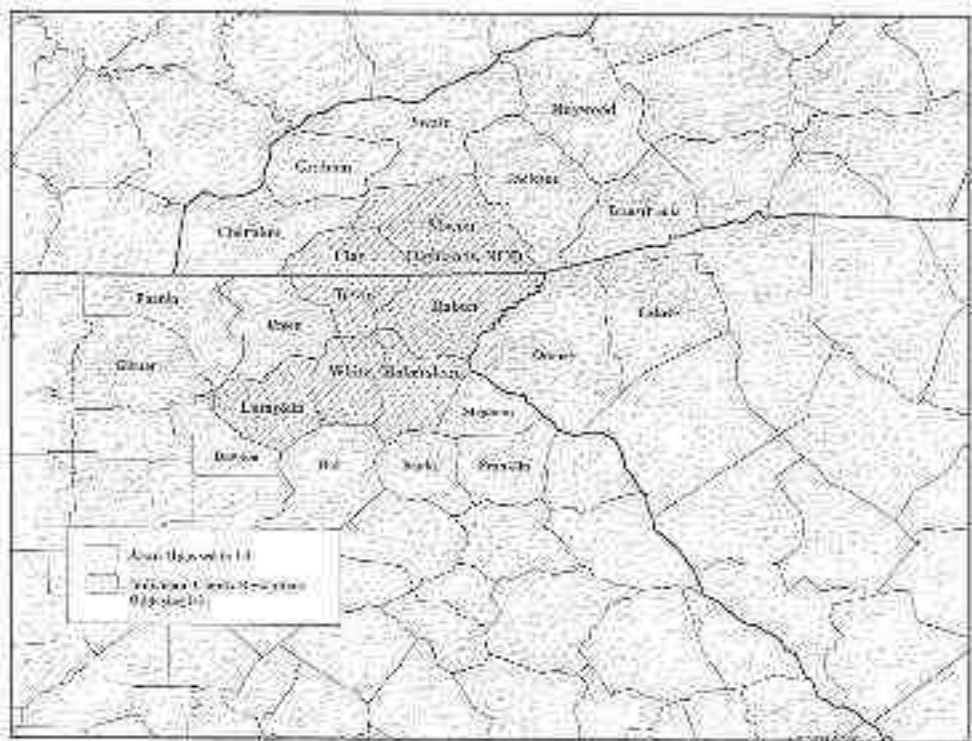




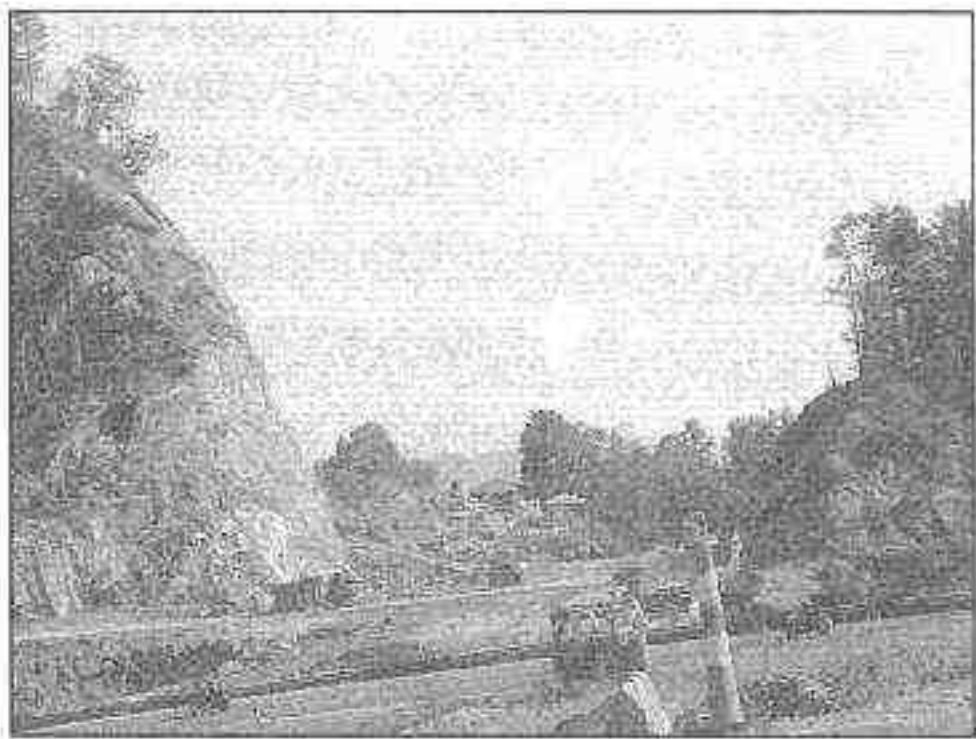


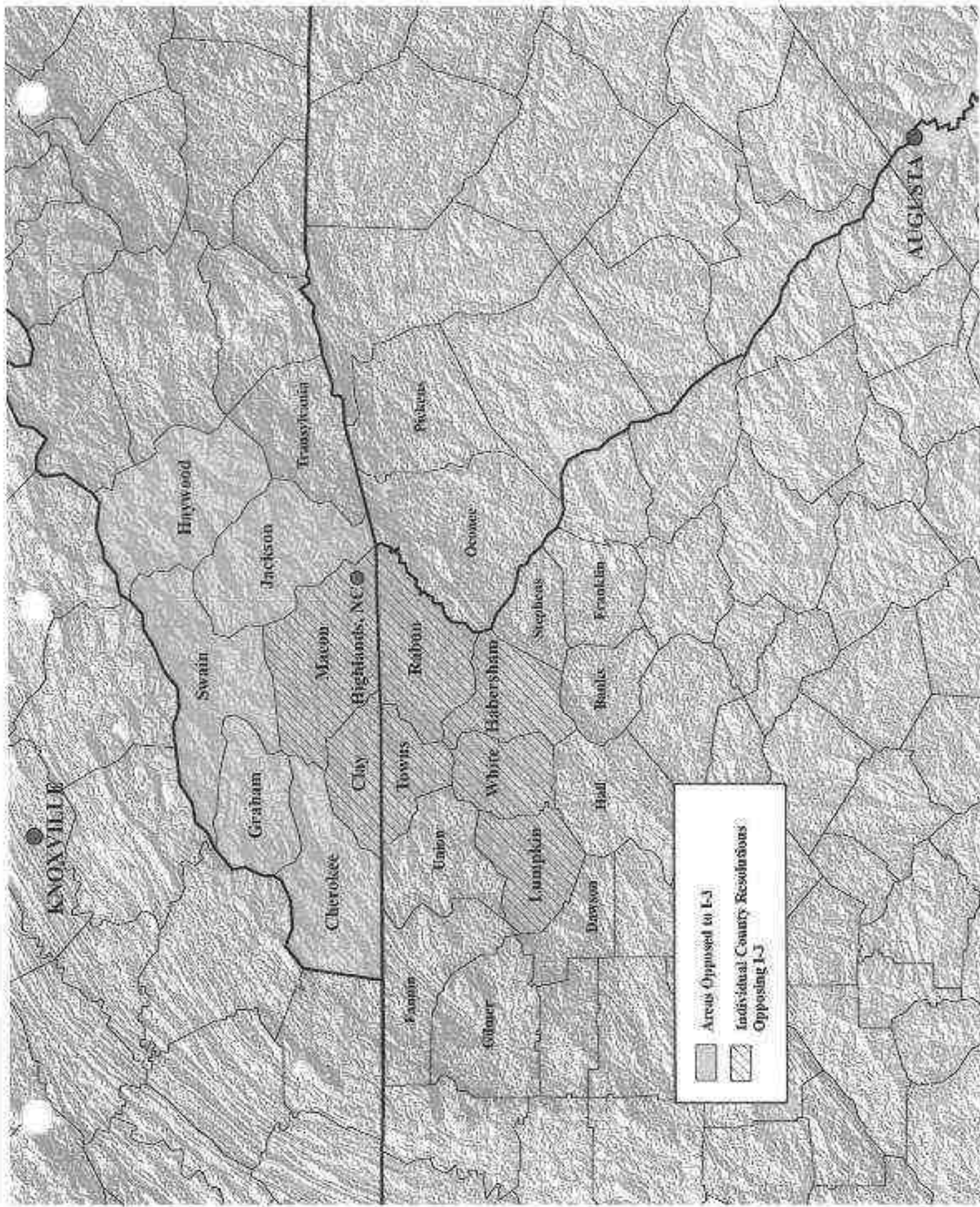
A simple four-laning project on Highway 321 between Lenoir and Blowing Rock in North Carolina. Note the size of the yellow construction dump truck, dwarfed by the project. An interstate highway requires 3 times this width.











Areas Opposed to I-3  
Individual County Resolutions Opposing I-3



## Oconee County Monthly Report

	1/1/8	to	1/31/9	
	DOGS		CATS	KITTENS
In Shelter (Start of Month)	28		16	3
Received	2153		1699	919
Adopted	486		122	78
Owner Claimed	206		11	1
Transferred	244		73	33
Disposed of	1139		1509	795
In Shelter (End of Month)	103		38	0

Complaints Received

Ordinance Violation Complaints

Complaints Investigated

Miles Driven

### Fiscal Year to Date

	1/1/9	to	1/31/9	
	DOGS		CATS	KITTENS
Received	119		116	1
Adopted	43		26	8
Owner Claimed	14		1	0
Transferred	3		0	0
Disposed of	55		90	10

Complaints Received

Ordinance Violation Complaints

Complaints Investigated

Miles Driven

For County Council 2/3/09

Live a couple of miles outside of Wallalla on a gravel road. It is a popular place for people to drop off unwanted dogs, puppies, cats and kittens. Like many people in this room, I have done my best to help these animals. I give them food & water and arrange for medical care. I have them spayed & neutered, and find them a good home.

In the course of doing this, I learned of the reduced cost spay/neuter voucher program, and I'd like to thank you for working with the local Humane Society to make the vouchers possible. I've also been to the new shelter and would like to thank you for that facility. I've become acquainted with the Staff at the County Shelter and would like to publicly thank them for their recent efforts to implement sponsorship and foster programs.

A lot of good people, including County Staff, non-profit organizations and private citizens, are helping Oconee's lost and stray animals, but they can only do so much. The sad fact is that the number of homeless animals in the County remains high. In 2008, 60% of dogs and puppies and 90% of cats and kittens brought to or picked up by the Shelter were destroyed. In hard numbers, that's nearly 4000 animals put down in a year - 15 every business day.

These are heart-breaking statistics. I also have to assume that this is an expensive situation. I know from my own experience with the abandoned animals on my road that animal care costs money; and it makes me wonder what it costs the County to pick up a stray dog or cat, clean her up, provide her with food and water, inject her with medicine to cause death, cremate her and then dispose of the remains in the County landfill. That's a lot of time, staff, vehicles and equipment . . . all of which means money.

I don't claim to know what "the" answer is for Oconee, but I do feel a responsibility to seek a solution. Something needs to be done to decrease the number of unwanted animals and the costs associated with it. In other Counties and States, animal suffering and needless death has been reduced through increased public awareness and spay/neuter programs. In some places, these programs are financially supported by licensing.

I am here to respectfully ask you to lead us toward a humane and fiscally responsible solution, and to offer my assistance to the Council or the appropriate committee.

Thank you.

Elizabeth Anderson  
ehainse@gmail.com  
864.710.5102

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY COUNCIL  
ORDINANCE NO. 2009-01**

**AN ORDINANCE TO AMEND THE AGREEMENT AUTHORIZED BY  
ORDINANCES NO. 2006-027 AND 2008-017 RELATING TO THE  
INDUSTRIAL/BUSINESS PARK OF OCONEE AND PICKENS  
COUNTIES SO AS TO ENLARGE THE PARK.**

**WHEREAS**, pursuant to Ordinance No. 2006-027 enacted on December 5, 2006 by Oconee County Council, Oconee County (the "County") entered into an Agreement for Development of Joint County Industrial and Business Park dated as of January 16, 2007 with Pickens County (the "Agreement"), which was subsequently amended by Ordinance No. 2008-17 enacted on October 21, 2008 by the County resulting in the Agreement as amended by the First Amendment to the Agreement dated November 3, 2008 (hereinafter collectively referred to as the "Park Agreement"); and

**WHEREAS**, pursuant to Section 3 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the respective County Councils of the County and Pickens County; and

**WHEREAS**, the County is desirous of enlarging the Park by the addition of the property described on Exhibit A of the Second Amendment to the Agreement, attached hereto; and

**WHEREAS**, the County and Pickens County agree that July 25, 2014 will be the effective date of the addition of the property described on Exhibit A of the Second Amendment to the Agreement, attached hereto, to the Park (the "Effective Date"); and

**WHEREAS**, it is now desired that the boundaries of the Park be enlarged by the addition of the property described in Exhibit A of the Second Amendment to the Agreement, as of the Effective Date; and

**NOW, THEREFORE**, be it ordained by Oconee County Council that the Park Agreement is hereby and shall be amended as of the Effective Date by the Second Amendment to the Agreement to include the property in Oconee County described in the schedule attached to the Second Amendment to the Agreement as Exhibit A (as such description may be hereafter refined), and that the Chairman of Oconee County Council is hereby authorized to execute and deliver any desired amendments to the Park Agreement necessary to accomplish the within enlargement.

**Section 1.** The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Second Amendment to the Agreement and the performance of all obligations of the County under and pursuant to the Second Amendment to the Agreement and this Ordinance.

Section 2. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

**DONE** in meeting duly assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**OCONEE COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
Reginald T. Dexter, Chairman, County Council  
Oconee County, South Carolina

ATTEST:

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

First Reading:	February 3, 2009
Second Reading:	February 16, 2009
Public Hearing:	March 3, 2009
Third Reading:	March 2, 2009

Addition to Exhibit A (Oconee County) effective  
on July 25, 2014 to  
Agreement for Development of Joint County  
Industrial Park dated as of January 16, 2007,  
Amended on November 3, 2008  
and \_\_\_\_\_, 2009  
Between Oconee County and Pickens County

**Tract 3**

**Project US EV-2008**



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )  
COUNTY OF PICKENS )  
SECOND AMENDMENT OF AGREEMENT  
FOR DEVELOPMENT FOR JOINT  
INDUSTRIAL PARK

THIS AGREEMENT for the second amendment of an agreement for the development of a joint county industrial/business park located both within Oconee County, South Carolina and Pickens County, South Carolina, such original agreement dated January 16, 2007, and subsequently amended on November 3, 2008, by and between the County of Oconee and the County of Pickens both political subdivisions of the State of South Carolina (the "Agreement"), is made and entered into as of this day of 2009 but with an effective date of July 25, 2014, by and between the parties hereto (the "Second Amendment to Agreement").

### RECITALS

WHEREAS, pursuant to the Agreement, Oconee County, South Carolina ("Oconee County"), and Pickens County, South Carolina ("Pickens County") in order to promote economic development and thus provide additional employment opportunities within both of said counties, have established in Oconee County and Pickens County a Joint County Industrial and Business Park (the "Park"); and

WHEREAS, as a consequence of the establishment of the Park, property therein is exempt from ad valorem taxation, but the owners or lessees of such property are required to pay annual fees in an amount equal to that amount for which such owner or lessee would be liable except for such exemption; and

WHEREAS, pursuant to the Agreement, Oconee County and Pickens County have agreed to accept responsibility for the costs of infrastructure, maintenance, management, promotional costs, and other appropriate costs associated with the establishment and operation of the Park; and

WHEREAS, Oconee County and Pickens County desire to amend the Agreement, as previously amended, as more specifically provided below;

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Second Amendment to Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Second Amendment to Agreement serves as a written instrument amending the entire Agreement between the parties, as previously amended, and shall be binding on Oconee County and Pickens County, their successors and assigns;

2. **Authorization.** Article VIII, Section 13(d), of the Constitution of South Carolina (the "Constitution") provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxing ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended ("Section 4-1-170"), satisfies the conditions imposed by Article VIII, Section 13(d), of the Constitution and provides the statutory vehicle whereby a joint county industrial park may be created.

3. **Second Amendment to the Agreement.** As of the date of this Second Amendment to the Agreement, the First Amendment to the Agreement and the Agreement as previously amended is further amended, in accordance with Section 3(B) of the Agreement, so to expand the Park premises in Oconee County, effective as of July 25, 2014 by the addition of one (1) tract of land, to be shown as "Tract 3" on the revised Exhibit A, attached hereto, which shall amend, replace, and supersede the previously amended Exhibit A to the Agreement which was in effect prior to execution of this Second Amendment to Agreement.

4. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Second Amendment to Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Second Amendment to the Agreement.

5. **Termination.** All other terms and conditions of the Agreement as amended by this Second Amendment to the Agreement, and as previously amended, shall remain in full force and effect.



WITNESS our hands and seals of this \_\_\_\_ day of \_\_\_\_\_, 2009.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Reginald T. Dexter, Chairman of County Council  
Oconee County, South Carolina

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

WITNESS our hands and seals as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

PICKENS COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
G. Neil Smith, Chairman of County Council  
Pickens County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Donna Owens, Clerk, County Council  
Pickens County, South Carolina

**EXHIBIT A  
LAND DESCRIPTION  
OCONEE COUNTY**

**TRACT 1**

Tanken US Corporation  
450 Torrington Road  
Waltham, South Carolina 29691

All that certain piece, parcel or tract of land situate, lying and being in West Union School District, Oconee County, South Carolina, containing 103.45 acres, more or less, as will appear by plat thereof prepared by Schwanacher Engineering Services, Dated September 23, 1966, revised November 9, 1966 and February 20, 1967, recorded in Plat Book P-29, page 132 in the office of the Clerk of Court for Oconee County, South Carolina. BEGINNING at a point at the corner of Road S 37-374, thence S 75-13 E 34.7 feet to an iron pin corner, old; thence S 75-13 E 1664.6 feet to an iron pin corner, old; thence S 78-16 W 1418.89 feet to an iron pin corner, new; thence N 75-32 W 811.15 feet to an iron pin corner, old; thence S 65-38 W 481 feet to an iron pin corner, old; thence N 74-34 W 1248.93 feet to an iron pin corner, new; thence N 13-33 E 345.85 feet to L.P.O.; thence N 70-08 W 124.93 feet to L.P.O.; thence N 15-20 E 1600.90 feet to L.P.O.; thence N 74-38 W 1050.01 to a stone corner, old; thence N66-41 W 237.32 feet to L.P.O.; thence N 76-47 E 1351.79 feet to a nail in the center of plumbline road, designated Point "B"; thence S 28-42 E 474.8 feet along center of road to a nail; thence S 23-51 E 276.8 feet along center of road to a nail; thence S 16-07 E 264.8 feet along center of road to a nail; thence S 09-20 E 222.8 feet along center of road to point designated Point "A", same being the point of beginning. Said tract being the major portion of a tract of land conveyed to the Torrington Company (Maine) by Piedmont-Oconee Corp. by deed dated June 17, 1960, recorded in Deed Book 8-4, page 8, and the property conveyed by deed of Leroy C. Martin and Raleigh L. Martin to the Torrington Company (Maine) dated January 25, 1961, recorded in Deed Book 10-B at page 25 which said conveyance was made to make the center line of road the property line and by deed of James Robert LeCroy to the Torrington Company (Maine) dated February 14, 1967, recorded in Deed Book 10-D, page 31 which deed was made to make the center line of road the line, less a strip of land conveyed by The Torrington Company (Maine) to James Robert LeCroy by deed dated July 25, 1967, recorded in Deed Book 10-E, page 87, which deed was made for the purpose of making the center line of the road the property line.

**TRACT 2**

Borg-Warner Turbograin Systems Inc.

All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Oconee, Township of Sokeca, containing 78.176 acres, more or less and shown and more fully described by metes and bounds on plat of survey thereof made by R. Jay Cooper, P.E. & L.S. dated April 6, 1990, which plat is recorded in the Office of the Clerk of Court for Oconee County in Plat Book A-34, pages 9 and 10 and which is incorporated herein by reference.

The within described property was conveyed to Borg-Warner Powertrain Systems Corporation by deed of Enhart Industries, Inc. dated September 26, 1995 and recorded in the Office of the Clerk of Court for Oconee County in Deed Book 834 at page 313 on November 5, 1995.

**TRACT 3  
US-FV 2008**

EXHIBIT B  
LAND DESCRIPTION  
PICKENS COUNTY

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** February 3, 2009  
**COUNCIL MEETING TIME:** 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Ordinance No. 2009-02 First Reading

**BACKGROUND OR HISTORY:**

This Ordinance authorizes the County to execute and deliver a Fee-In-Lieu-Of-Tax (FILOT) agreement to Project US-EV 2008.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The agreement calls for an investment by Project U.S.-EV 2008 of at least \$20.0M over the next 5 years. Although it is not required in the FILOT approval process the company plans to create 33 new jobs over the next 4 years.

NOTE: Job creation is not a requirement to receive a FILOT agreement.

**STAFF RECOMMENDATION:**

Recommend approval.

**FINANCIAL IMPACT:**

Based on the fact this is a multi-year project it is estimated the County will collect approximately \$1,550,000 in fees over the next 24 years, or an average of \$64,500/year. Another cost benefit analysis used by the state based on a total investment over one year indicates the fees collected in 20 years will be approximately \$1,415,000 or \$70,750/year. The attachments show the different models. The cost benefit analysis ratio is 4:1 on a Net Present Value model.

**ATTACHMENTS**

SC Department of Commerce Summary  
SC Department of Commerce One Year Investment Model

**Submitted or Prepared By:**

James W. Alexander  
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  
COUNTY OF OCONEE  
ORDINANCE NO. 2009-02**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT US-FV 2008; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Project US-FV 2008, a corporation duly incorporated under the laws of the State of Ohio (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of the development of a facility which manufactures engine valves and related products in which the minimum level of new taxable investment is not less than Twenty Million Dollars (\$20,000,000) in qualifying fee in lieu of tax investment by the end of the fifth (5<sup>th</sup>) year following the year of execution of the Fee Agreement which will be maintained, without regard to depreciation, in accordance with the Act, all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are hereby incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

(h) The benefits of the Project will be greater than the costs.

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Cost Benefit - Project J/S-EV-2008

Project Name: LINDY SITE  
 County: Grant  
 Manufacturing (based on SIC code)

Investment & Operations

New structure (Construction)	\$	1.0
Existing Building	\$	2.0
Land Cost	\$	0.0
Equipment (based on 2008 values)	\$	2,000,000
Utility & Publicly owned	\$	0.0
Annual (estimated) cost of operational inputs	\$	0.0

Project Motivation

Life expectancy (years)	40
Interest	10%
Discount - Construction	10%
Discount - Machinery	6%
Employment (total jobs / direct jobs)	100
Average Annual Salary (Statista County)	125,000

Employment

Employees	10
Avg. Annual Wage	\$ 15,000
Avg. Salary	\$ 150,000
Total Gross Payroll	\$ 1,500,000
Total Direct & Indirect Payroll	\$ 2,250,000
Percent New Hires/Retire	50%

Employment Impact

Employment - Direct	10
Employment - Indirect	0
Total Employment Impact	10
Discount Rate	0.05%

Taxes

Manufacturing (based on value)	\$0
Business Impact Zone (based on value)	\$0
W-9 (based on value) - federal	\$0
W-9 (based on value) - state	\$0
W-9 (based on value) - local (based on value)	\$0
Personal Income Tax	\$0
Landfill taxes	\$0

Year 1

Year 2    Year 3    Year 4    Year 5

Local Government Cost/Savings

Police	\$	0.0
Fire Department	\$	0.0
Recycling	\$	0.0
Special services	\$	0.0
Equipment - Machinery	\$	0.0
Special Services - Training	\$	0.0
Consulting Services - Special Studies	\$	0.0
Wired Site - Security	\$	0.0
Department Approvals	\$	0.0



### General County Information

	70,567	County Population
	29715	County Per Capita Income
\$	28,617,965	County Operating Budget (not including schools)
	405.34	Average Per Capita Cost for County Services
	0%	Local Option Sales Tax Rate (0, 1% or 2%)
	0%	Multi-county Park Split
\$	1,140,000,000	Gross Retail Sales in County
\$	16.55	Per Capita Retail Sales
\$	0.54	Retail Sales per \$\$\$ of Income
	0.072	County Ordinary Millage
	0.144	Millage other than County Ordinary
	1.0%	Annual Millage Growth
\$	5,258	Assessed Value for Average Single Family Home
\$	5,120	Assessed Value of Rental Property
\$		Assessed Value of Multi-family housing
	79%	% Residents that Own
	21%	% Residents that Rent
	0%	% Residents in multi-family housing
	2.51	Average Number of Persons per Household
	0.54	Average Number of School Age Children Per Household
	8,788	Average Local Public School Cost Per Pupil
\$	3,293	Average State Cost Per Pupil
	3%	Inflation factor
\$	18,000	Average cost of an automobile
	50%	% Construction materials bought locally
	80%	% Operating materials bought locally

## Cost/Benefit Analysis

US-EV 2008

Oconee

### Project Data

New Building (Construction)	\$	=
Existing Building	\$	=
Land Cost	\$	=
Equipment (Less Pollution Cor	\$	21,000,000
Employees		13
Avg. Hourly Wage:	\$	15.00
Avg. Salary	\$	30,000
Total Direct Payroll	\$	390,000

### Project Multipliers

Income		1.00
Investment -- Construction		1.60
Investment -- Machinery		0.20

### Employment Impacts

Employment -- Direct		13
Employment -- Indirect		0
<u>Total Employment Impact</u>		<u>13</u>

### Net Costs

	Year 1	20-Year NPV
Local	\$ 45,254	\$ 314,725
<u>Total State &amp; Local Costs</u>	<u>\$ 45,254</u>	<u>\$ 314,725</u>

### Net Benefits

Local	\$ 238,079	\$ 1,102,577
Local Economy	\$ 8,406,300	\$ 11,157,168
<u>Total Local Benefits</u>	<u>\$ 8,644,379</u>	<u>\$ 12,259,745</u>

	Year 1	20-Year NPV
<b>Local Government Costs</b>		
Fee-in-Lieu-of Property Taxes	\$ 40,174	\$ 241,676
MCP Split	\$ 2,832	\$ 14,152
Special Source	\$ -	\$ -
Gov't Services	\$ 397	\$ 33,122
Education Costs	\$ 1,851	\$ 25,775
Site Acquisition	\$ -	\$ -
Site Preparation	\$ -	\$ -
Site Utilities	\$ -	\$ -
Special Infrastructure	\$ -	\$ -
Equipment / Machinery	\$ -	\$ -
Special Development Financing	\$ -	\$ -
Consulting/ Special Studies	\$ -	\$ -
Waived Fees / Permits	\$ -	\$ -
Streamlined Approvals	\$ -	\$ -
<b>Total Value of Costs</b>	<b>\$ 46,254</b>	<b>\$ 314,725</b>
<b>Local Government Benefits</b>		
Taxes from existing building	\$ -	\$ -
Direct Property Taxes	\$ 283,182	\$ 1,415,302
New Residential Prop. Taxes		
Single family - (Owner occupied)	\$ 11	\$ 195
Single Family - (Rental)	\$ 4	\$ 50
Multi-family (Rental)	\$ -	\$ -
Prop. Taxes from New Autos	\$ 133	\$ 1,854
LOST from Const. Materials	\$ -	\$ -
LOST from Increase Retail Sales	\$ -	\$ -
LOST from Operational Supplies	\$ -	\$ -
Public Utilities	\$ -	\$ -
<b>Total Value of Benefits</b>	<b>\$ 283,332</b>	<b>\$ 1,417,302</b>
<b>Net Local Benefits</b>	<b>\$ 238,079</b>	<b>\$ 1,102,577</b>
<b>Local Benefit/Cost Ratio</b>	<b>5:1</b>	<b>4:1</b>
<b>Local Economy Benefits</b>		
Total Private Sector Benefits	\$ 8,406,300	\$ 11,357,168



	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Present Value
16	0	1	1	0	0	0	0
17	34,221	33,404	32,588	31,772	30,956	30,140	1,241,825
18	0	0	23,711	20,000	16,288	12,576	165
19	0	0	0	0	0	0	0
20	0	0	0	0	0	0	0
21	201	217	234	251	267	283	1,189
22	0	0	0	0	0	0	0
23	0	0	0	0	0	0	0
24	0	0	0	0	0	0	0
25	0	0	0	0	0	0	0
26	0	0	0	0	0	0	0
27	0	0	0	0	0	0	0
28	0	0	0	0	0	0	0
29	0	0	0	0	0	0	0
30	0	0	0	0	0	0	0
31	0	0	0	0	0	0	0
32	0	0	0	0	0	0	0
33	0	0	0	0	0	0	0
34	0	0	0	0	0	0	0
35	0	0	0	0	0	0	0
36	0	0	0	0	0	0	0
37	0	0	0	0	0	0	0
38	0	0	0	0	0	0	0
39	0	0	0	0	0	0	0
40	0	0	0	0	0	0	0
41	0	0	0	0	0	0	0
42	0	0	0	0	0	0	0
43	0	0	0	0	0	0	0
44	0	0	0	0	0	0	0
45	0	0	0	0	0	0	0
46	0	0	0	0	0	0	0
47	0	0	0	0	0	0	0
48	0	0	0	0	0	0	0
49	0	0	0	0	0	0	0
50	0	0	0	0	0	0	0
51	0	0	0	0	0	0	0
52	0	0	0	0	0	0	0
53	0	0	0	0	0	0	0
54	0	0	0	0	0	0	0
55	0	0	0	0	0	0	0
56	0	0	0	0	0	0	0
57	0	0	0	0	0	0	0
58	0	0	0	0	0	0	0
59	0	0	0	0	0	0	0
60	0	0	0	0	0	0	0
61	0	0	0	0	0	0	0
62	0	0	0	0	0	0	0
63	0	0	0	0	0	0	0
64	0	0	0	0	0	0	0
65	0	0	0	0	0	0	0
66	0	0	0	0	0	0	0
67	0	0	0	0	0	0	0
68	0	0	0	0	0	0	0
69	0	0	0	0	0	0	0
70	0	0	0	0	0	0	0
71	0	0	0	0	0	0	0
72	0	0	0	0	0	0	0
73	0	0	0	0	0	0	0
74	0	0	0	0	0	0	0
75	0	0	0	0	0	0	0
76	0	0	0	0	0	0	0
77	0	0	0	0	0	0	0
78	0	0	0	0	0	0	0
79	0	0	0	0	0	0	0
80	0	0	0	0	0	0	0
81	0	0	0	0	0	0	0
82	0	0	0	0	0	0	0
83	0	0	0	0	0	0	0
84	0	0	0	0	0	0	0
85	0	0	0	0	0	0	0
86	0	0	0	0	0	0	0
87	0	0	0	0	0	0	0
88	0	0	0	0	0	0	0
89	0	0	0	0	0	0	0
90	0	0	0	0	0	0	0
91	0	0	0	0	0	0	0
92	0	0	0	0	0	0	0
93	0	0	0	0	0	0	0
94	0	0	0	0	0	0	0
95	0	0	0	0	0	0	0
96	0	0	0	0	0	0	0
97	0	0	0	0	0	0	0
98	0	0	0	0	0	0	0
99	0	0	0	0	0	0	0
100	0	0	0	0	0	0	0

Private Benefits	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Payroll -- Direct		\$195,000	\$401,000	\$411,250	\$426,164	\$435,948	\$452,177	\$465,680	\$479,670
Payroll -- Indirect		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Retail activity (New Residents)	\$	6,500	6,684	6,885	7,099	7,304	7,521	7,749	7,989
Retail activity (Additional Payroll)	0	\$99,520	211,704	218,035	223,597	231,335	238,275	245,623	252,780
New Building -- Direct	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New Building -- Indirect	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Machinery & Equipment -- Direct	\$4,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Machinery & Equipment -- Indirect	\$4,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Local Economy	\$	8,406,500	6,210,684	6,885,091	6,973,852	7,075,587	7,270,615	7,478,323	7,689,450

	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Value
\$	54,96,040	5,00,302	5,32,127	5,53,851	5,55,047	5,72,228	5,83,910	5,07,007	5,15,819	5,64,611	5,00,040	5,63,260
\$	8,221	50	50	50	50	50	50	50	50	50	50	50
\$	8,221	8,067	8,721	8,983	9,250	9,530	9,830	10,110	10,404	10,726	11,048	8,07,342
\$	2,60,300	2,68,110	2,76,226	2,84,512	2,93,008	3,01,740	3,10,806	3,20,222	3,29,878	3,39,779	3,49,925	32,498,333
\$	50	50	50	50	50	50	50	50	50	50	50	50
\$	50	50	50	50	50	50	50	50	50	50	50	50
\$	50	50	50	50	50	50	50	50	50	50	50	50
\$	50	50	50	50	50	50	50	50	50	50	50	50
\$	785,509	805,073	833,147	858,347	884,198	913,671	947,050	986,000	1,034,000	1,085,000	1,137,000	11,457,108

The following table illustrates the impact of the Fee-in-Lieu for an investment of \$21.1 million in Oconee County with a 6% assessment rate and a 0.2160 millage rate (locked for the 20-year life of the agreement).

**Illustration of Fee-in-Lieu of Property Tax  
Project US-EV 2008  
Oconee County  
6%, 20-Year Fee, Locked Millage, Normal Fee Schedule**

ESTIMATED FEE SCHEDULES								
Year	Tract with Abatement <sup>1</sup>	Yr 1 Invest 1,800,000	Yr 2 Invest 8,700,000	Yr 3 Invest 2,200,000	Yr 4 Invest 7,300,000	Yr 5 Invest 1,100,000	Payment with Fee	Savings with Fee
1	\$21,471	\$15,455					\$18,455	\$3,016
2	\$135,922	\$15,174	\$100,349				\$176,523	\$20,399
3	\$100,961	\$13,693	\$67,347	\$25,378			\$127,215	\$25,793
4	\$204,625	\$11,812	\$75,544	\$22,239	\$85,905		\$195,903	\$36,322
5	\$218,018	\$9,331	\$65,141	\$15,103	\$75,816	\$12,658	\$180,079	\$37,337
6	\$187,781	\$7,550	\$50,738	\$15,987	\$65,124	\$11,120	\$149,999	\$37,757
7	\$174,943	\$4,769	\$38,356	\$12,850	\$54,432	\$9,692	\$119,919	\$55,021
8	\$135,031	\$2,488	\$25,935	\$8,694	\$43,740	\$7,660	\$89,839	\$46,192
9	\$112,704	\$2,074	\$13,530	\$8,638	\$33,045	\$6,415	\$61,625	\$51,379
10	\$84,193	\$2,074	\$11,275	\$3,421	\$22,355	\$4,647	\$43,973	\$40,188
11	\$60,202	\$2,074	\$11,275	\$2,851	\$11,664	\$3,279	\$31,143	\$29,058
12	\$53,947	\$2,074	\$11,275	\$2,851	\$8,729	\$1,711	\$27,631	\$26,310
13	\$53,924	\$2,074	\$11,275	\$2,851	\$8,720	\$1,428	\$27,346	\$26,578
14	\$54,433	\$2,074	\$11,275	\$2,851	\$8,720	\$1,428	\$27,346	\$27,110
15	\$55,009	\$2,074	\$11,275	\$2,851	\$8,720	\$1,428	\$27,346	\$27,562
16	\$55,588	\$2,074	\$11,275	\$2,851	\$8,720	\$1,428	\$27,346	\$28,212
17	\$56,114	\$2,074	\$11,275	\$2,851	\$8,729	\$1,429	\$27,346	\$28,768
18	\$56,675	\$2,074	\$11,275	\$2,851	\$8,720	\$1,428	\$27,346	\$29,329
19	\$57,241	\$2,074	\$11,275	\$2,851	\$8,720	\$1,428	\$27,346	\$29,896
20	\$57,814	\$2,074	\$11,275	\$2,851	\$8,720	\$1,428	\$27,346	\$30,468
21	\$58,392		\$11,275	\$2,851	\$8,720	\$1,429	\$29,700	\$29,862
22	\$58,978			\$2,851	\$8,720	\$1,428	\$42,786	\$16,150
23	\$59,565				\$8,720	\$1,428	\$46,433	\$13,152
24	\$60,151					\$1,428	\$68,451	\$1,711
<b>TOTALS:</b>	<b>\$2,265,852</b>	<b>\$108,657</b>	<b>\$590,820</b>	<b>\$148,403</b>	<b>\$508,328</b>	<b>\$74,701</b>	<b>\$1,508,438</b>	<b>\$887,413</b>

\$ 21,000,000	Exhibit M&E	11% Annual Depreciation	0.2160 Millage Rate
\$ -	Land/Imp <sup>2</sup>	30% Max Total Depreciation	0.0724 County Abatement
\$ 21,000,000	Total Investment	5.00% Assessment Rate	1.00% Millage Growth Rate

<sup>1</sup>All new mans including establishments or additions to existing manufacturing establishments in which an investment of \$50,000 or more is made, are entitled to a statutory abatement from county operating taxes for a period of 5 years from the year of investment. However, if a company enters into a FILOT, they may not take advantage of the abatement. In order to show the savings that are solely attributable to the FILOT, we have included the abatement in our annual tax schedule calculation for illustration purposes only.



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE NO. 2009-03**

AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE ORDINANCE 2007-18 IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO THE PROCEDURES FOR REZONING PROPERTY, AS TO THE METHODS REQUIRED FOR ENACTING OR IMPOSING OVERLAY DISTRICTS, AND AS TO THE METHOD FOR FUNDING ZONING ADMINISTRATION IN OCONEE COUNTY; TO REFER THE AMENDMENTS AND MATTERS PROPOSED BY THIS ORDINANCE TO THE OCONEE COUNTY PLANNING COMMISSION IN ACCORDANCE WITH SOUTH CAROLINA LAW FOR REVIEW, COMMENT, AND RECOMMENDATION, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY, AND OTHER MATTERS RELATING THERETO

## Beth Hulse

**From:** Martin, Tom [TMartin@mcnair.net]  
**Sent:** Thursday, January 24, 2008 8:15 PM  
**To:** Beth Hulse  
**Cc:** The Hon. Reg Doxler (regdoxler@bellsouth.net); Dale Sarrett  
**Subject:** Ordinance caption for 2/3/08 agenda  
**Importance:** High

Beth: Subject to Mr. Doxler's approval, would you please put the following caption and explanation on the agenda for next week for first reading by caption only, please? Mr. Doxler, would you please review this carefully to make sure that it does exactly what you want it to do? Thanks R/TLM

### Oconee County Ordinance 2008 - ??

An Ordinance To Amend The Oconee County Zoning Enabling Ordinance, Ordinance 2007-18, In Certain Limited Regards And Particulars, Only, As To The Procedures For Rezoning Property, As To The Methods Required For Enacting Or Imposing Overlay Districts, and As To The Method For Funding Zoning Administration In Oconee County, To Refer The Amendments And Matters Proposed By This Ordinance To The Oconee County Planning Commission In Accordance With South Carolina Law For Review, Comment, And Recommendation; and To Ratify And Affirm All Other Provisions Of Ordinance 2007-18 Not Amended Or Modified Hereby; and Other Matters Relating Thereto

Elements to be addressed by this ordinance:

1. To clarify the procedures required for all amendments to the Zoning Enabling Ordinance (ZEO) and all rezoning, to clarify that all such procedures include and must comply with all requirements of South Carolina law; and
2. To modify the overlay district chapter (Chapter 11) of the ZEO to provide for citizen involvement in the imposition of overlay districts on Oconee County property and to revise certain performance standards requirements for the overlay districts; and
3. To address the payment of costs for implementing and administering zoning in Oconee County; and
4. To ratify and affirm all other provisions of the ZEO not specifically amended, directly or by implication, by this ordinance; and
5. To refer the matters addressed by this ordinance to the Oconee County Planning Commission for their input and recommendations to Oconee County Council; and
6. No other purposes.

**MENAIR**

Thomas L. Martin  
Shareholder  
tmartin@mcnair.net

McNair Law Firm, P.A.  
Anderson Office 530 South McDuffie Street | Anderson, SC 29624  
853 225 1588 Main | 864 225 9456 Fax  
Mailing Post Office Box 4088 | Anderson, SC 29622  
VCard | Bio URL | Web site

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
**RESOLUTION 2009-01**

**WHEREAS, Phyllis Lombard**, beloved wife of Thomas, mother of Zach, and an Oconee County native, has been an employee of Oconee County for over 28 years; and

**WHEREAS, Mrs. Lombard** was hired as a temporary employee in the Oconee County Assessor's office on October 22, 1980; and

**WHEREAS, Mrs. Lombard** was hired fulltime as an Account Clerk I on February 2, 1981; and

**WHEREAS, Mrs. Lombard** was promoted to Account Clerk II on July 1, 1981; and

**WHEREAS, Mrs. Lombard** was promoted to Account Clerk III, in the Office of the Oconee County Comptroller on October 1, 1984; and

**WHEREAS, Mrs. Lombard** was appointed as Interim Finance Director of Oconee County on December 30, 1996; and has, in one capacity or another, served as the Director of Finance of Oconee County continuously since that date; and

**WHEREAS, Mrs. Lombard** was promoted to Finance Director of Oconee County on February 5, 1997; and

**WHEREAS, Mrs. Lombard** was promoted to Director of Finance and Administrative Services on March 17, 2003, a position in which she continues to serve and will continue to serve until her retirement at the end of January, 2009; and

**WHEREAS, Mrs. Lombard** served as Interim Administrator of Oconee County from May 24, 2007 until July 9, 2007; and

**WHEREAS, Mrs. Lombard** has excelled in every capacity in which she has served Oconee County for over 28 years, has been a loyal, faithful, and devoted civil servant for Oconee County and the people of Oconee County, and has been a caring and compassionate co-worker for literally hundreds of Oconee County employees throughout the years; and

**WHEREAS, Mrs. Lombard**, a Certified Government Finance Officer, is recognized across the State of South Carolina as one of the best County finance officers in the State of South Carolina; and

**WHEREAS, Oconee County**, acting by and through the Oconee County Council, for themselves individually and as a corporate body and on behalf of the County and the citizens of the County, desires to express to **Mrs. Lombard** its sincere appreciation for her dedicated service to Oconee County and its people for the past 28 years, and for the many ways in which she has improved the overall governance of Oconee County and the financial and fiscal stability of Oconee County.

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
RESOLUTION NO. 2009-02**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT US-EV 2008, WHEREBY, UNDER CERTAIN CONDITIONS, OCONEE COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT FOR A PROJECT INVOLVING NOT LESS THAN TWENTY MILLION DOLLARS (\$20,000,000) INVESTMENT

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, or cause to be acquired, properties and to enter into agreements with any industry to construct, operate, maintain and improve such property and to enter into or allow financing agreements with respect to such properties through which powers the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, Project US-EV 2008, a corporation duly incorporated under the laws of the State of Ohio (the "Company"), has requested the County to participate in executing an Inducement and Millage Rate Agreement and a Fee in Lieu of Tax Agreement (the "Fee Agreement") with the Company pursuant to the Act for the purpose of authorizing and of acquiring by purchase, lease or construction certain land, building(s), machinery, apparatus, and equipment, for the purpose of the production and manufacture of engine valves and related products (the "Project"), all as more fully set forth in the Inducement and Millage Rate Agreement (the "Inducement Agreement") attached hereto; and

WHEREAS, the County and Williamsburg County, South Carolina ("Williamsburg County") have previously entered into a Joint County Industrial and Business Park Agreement, as amended from time to time (the "Park Agreement"), which currently includes Company property and improvements, including the property where the Project will be located; and

WHEREAS, the Park Agreement is set to expire on July 25, 2014 and, while lawful when first executed, can not be extended as the Act now requires the counties to be contiguous; and

WHEREAS, the Company has therefore requested the County to extend the existing multi-county industrial park with Pickens County, South Carolina (the "Park"), effective upon the expiration of the existing Park Agreement, to include Company property and improvements, including the property where the Project will be located; and

Section 6. It is the intention of the County Council that this Resolution shall constitute an official action on the part of the County relating to the inducement of the Project.

Done in meeting duly assembled this \_\_\_\_ day of February 2009.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Reginald T. Dexter, Chairman of County Council  
Oconee County, South Carolina

ATTEST:

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

Dated: February 3, 2009

## INDUCEMENT AGREEMENT AND MILLAGE RATE AGREEMENT

THIS INDUCEMENT AND MILLAGE RATE AGREEMENT (the "Agreement") made and entered into by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and Project US-LV 2008, a corporation duly incorporated under the laws of the State of Ohio (the "Company")

WITNESSETH:

### ARTICLE I

#### RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County is authorized and empowered by the provisions of Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended (the "Act") to acquire, enlarge, improve, expand, equip, furnish, own, lease, and dispose of properties through which the industrial development of the State of South Carolina will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.

(b) The Company is considering the acquisition by construction, purchase or lease of facilities and capabilities to be used for the purpose of production and manufacture of engine valves and related products (the "Project") in the County. The Project will involve an investment of at least Twenty Million Dollars (\$20,000,000) in new, taxable (fee in lieu of tax) investment within the meaning of Section 12-44-10 et seq. of the Act, and a fee in lieu of tax agreement by and between the Company and the County (the "Fee Agreement").

(c) The Company has requested the County to assist it through (i) the incentive of a payment in lieu of *ad valorem* taxes as authorized by Section 12-44-10 et seq. of the Act, (ii) placing or keeping the property of the Company, including the site of the Project, in the existing multi-county industrial park between the County and Williamsburg County, South Carolina (the "Park") until the expiration of that Park in July 2014, and by amending the County's multi-county industrial park with Pickens County, dated as of January 16, 2007 by adding the Project site to that park at the expiration of the Williamsburg County Park, effective July 25, 2014, pursuant to the provisions of Section 4-1-170, *et seq.*, of the Code of Laws of South Carolina, 1976, as amended (the "MCIP Act"), as set forth herein, all so as to keep the Project site within a County multi-county park at all times during the term of



(b) The Company will maintain the Project and will (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company and will carry public liability insurance covering personal injury, death or property damage with respect to the Project, or (ii) self-insure with respect to such risks in the same manner as it does with respect to similar property owned by the Company, or (iii) maintain a combination of insurance coverage and self-insurance as to such risks.

(c) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, any obligations the County may incur for the payment of money shall not create a pecuniary liability of the County nor create a general obligation on its part or by the State of South Carolina or any incorporated municipality, but shall be payable solely from the payments received under such Fee Agreement in the MCIP and, under certain circumstances, insurance proceeds and condemnation awards.

(d) The Fee Agreement shall contain agreements providing for the indemnification of the County and the individual officers, agents and employees thereof for all expenses incurred by them and for any claim of loss suffered or damaged to property or any injury or death of any person occurring in connection with the planning, design, approval, acquisition, construction and carrying out of the Project.

(e) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes. Pursuant to the Act, such payments shall continue for a period of up to twenty (20) years from the date of the Fee Agreement and each of the annual capital investments made under the Fee Agreement for the first five (5) years, not counting the initial year of the Fee Agreement, and any amendments or supplements to the Fee Agreement to the extent permitted by law and authorized by the County, herein. The amounts of such payments shall be determined by using an assessment ratio of 6%, a fixed millage rate based on the June 30, 2008 millage rate for all taxing entities at the Project site (which the parties believe to be 216.7 mills), and the fair market value for the Project property (which value is not subject to reassessment as provided in the Act) as determined by using original cost for any real property and original cost less allowable depreciation for any personal property in accordance with Title 12, Chapter 37, Code of Laws of South Carolina 1976, as amended.

(f) The County and the Company agree, in accordance with the Act, that the Company may dispose of property subject to fee payments, as set forth in this Section.

Section 3.3: If the Project proceeds as contemplated, the Company further agrees as follows:

- (a) To obligate itself to make the payments required by the Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3 (e) hereof;
- (b) To indemnify, defend, and hold the County harmless from all pecuniary liability and to reimburse it for all expenses to which it might be put in the fulfillment of its obligations under this Agreement and in its negotiation and execution and in the implementation of its terms and provisions;
- (c) To perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings and consummate the proposed financing;
- (d) To apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the acquisition, construction, operation and use of the Project;
- (e) To indemnify, defend and hold the County and the individual directors, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, approval, acquisition, construction, leasing and carrying out of the Project. The Company also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. This indemnity shall be superseded by a similar indemnity in the Fee Agreement;
- (f) To invest not less than Twenty Million Dollars (\$20,000,000) in new taxable investment in the Project by the end of the fifth (5<sup>th</sup>) year following the end of the year in which the Fee Agreement is executed and maintain such investment in accordance with the Act, or lose the benefits of this Agreement in accordance with the Act for failure to do so.

#### ARTICLE IV

#### GENERAL PROVISIONS



IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below.

OCONEE COUNTY, SOUTH CAROLINA

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

Reginald T. Dexter, Chairman of County Council  
Oconee County, South Carolina

ATTEST:

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

Elizabeth G. Hulsel, Clerk to County Council  
Oconee County, South Carolina

Dated: February 3, 2009

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** February 3, 2009  
**COUNCIL MEETING TIME:** 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Allow B.P. Barber & Associates to Submit Engineered Plans for Seneca C&D Cell 1 Expansion Across Crooks Road.

**BACKGROUND OR HISTORY:**

The Seneca C&D Cell 1 was put in service in 1998 and reached max capacity in 2008. On November 27, 2006, Council voted unanimously to close a portion of Crooks Road that is located in the boundary lines of the landfill. The intent of the Solid Waste Department was to have Crooks Road closed and the area in and on the opposite side of Crooks Road permitted as a lateral and vertical C&D expansion. This expansion would have prevented the move to Cell 2 and would have provided approximately 9-15 years of life depending on tonnage. Currently, the road has not been permanently closed. Now that the cell has reached capacity, SC DHEC requires the landfill be capped with a compacted 2 foot semi-permeable clay cap with an additional 1 foot of topsoil. With the change in regulations, a permit submittal may delay the need for a cap over the entire portion of the landfill which would save the county landfill space and money. (Additional information attached)

**SPECIAL CONSIDERATIONS OR CONCERNS:**

B.P. Barber (Engineer of Record) is a highly qualified engineering firm with a great deal of experience with solid waste permitting. The permitting process will take close to a year to be completed. With a permit submittal, SC DHEC may not require Oconee County to install the 2 foot cap over the entire landfill but only over the area where expansion would not occur (approximately 1-1.5 acre).

**STAFF RECOMMENDATION:**

The Solid Waste Director recommends pursuing permitting with B.P. Barber preparing the expansion plan for Oconee County, in order to, extending the life on the Cell 1 and preventing the expense of covering the entire Cell 1 with a compacted clay cap. Staff also recommends Council to commit to funding \$65,000 for permitting the expansion in the 2009-2010 budget.

**FINANCIAL IMPACT:**

The cost provided by B.P. Barber to perform all items required for permitting, including public hearings, is approximately \$101,000. With a ten percent contingency, the total amount needed would be \$111,000. Currently, the 2008-2009 Solid Waste Professional line item (10-718-30025) has \$46,000 left that was allocated for permitting. This would require \$65,000 to be allocated in the 2009-2010 budget.

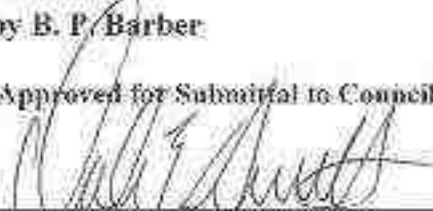
**ATTACHMENTS**

1. Justification for Submitting Engineering Plans for Expansion of C&D Cell 1
2. Picture of Proposal Submitted in November 2006
3. Proposal for Engineering Services by B. P. Barber

Submitted or Prepared By:

Swain T. Still  
Swain T. Still, Solid Waste Director

Approved for Submittal to Council:

  
Dale Surrency, County Administrator

Reviewed By: Initials:

\_\_\_\_ County Attorney

pel Finance

\_\_\_\_ Grants

\_\_\_\_ Procurement

\_\_\_\_ Other: \_\_\_\_\_

## **Justification for Submitting Engineering Plans for Expansion of C&D Cell 1**

The Screes Construction & Demolition (C&D) landfill cell one was opened in 1998 as part of the closure of the Municipal Solid Waste (MSW) Landfill. A two phases were permitted: a 6 acre cell on the east side of Crooks Road and a 1 acre cell on the west side of Crooks Road. The portion on the west side was never excavated. The landfill was permitted to take in 37,800 tons of material per year. However, the landfill only received between 18,000-23,000 tons of C&D debris per year. In 2006, the Solid Waste Director realized that only a couple of years of life were remaining. After an in-depth look at the plans, the Solid Waste Director and the County Engineer determined that a portion of Crooks Road could be closed. This idea was formed because the road was temporarily closed for a year due to construction during a recapping of the old MSW landfill and no problems from citizens had been reported. The portion of road would be from the corner of Strawberry Farm Road and run the current property line south along Crooks Road. By doing so, the landfill could have a lateral and vertical expansion.

There are three main reasons for submitting for an expansion now and they are as follows:

1. An expansion would increase the life of the landfill approximately 9-15 years (depending on the amount of tons being disposed). Approximately 4 more acres would be available for excavating nearly 50 feet not to mention that the current cell would increase more than 10-20 feet in height. All total this would bring the estimated C&D (Cells 1 and 2) permitted life to approximately 35 years.
2. If the expansion is not done, then Cell 1 would have to be capped with a 2 foot semi permeable compacted clay cap with an additional foot of topsoil. Not only would the County lose 3 foot of potential landfill space, but the closure would cost the County approximately \$250,000 if all suitable material is located onsite and could take nearly 8-10 months to cover.
3. By submitting now, SC DHEC may allow us to maintain the six inch monthly cover over most of the landfill and only cap the small portion (1-1.5 acres) that will not be affected by the expansion.

On November 21, 2006, Oconee County Council voted unanimously to close Crooks Road. At the time, regulations required the road to be completely closed prior to any permitting could take place. Currently, the road has not been permanently closed. However, SC DHEC will now allow plans to be submitted without having the road closed, but a permit condition of closing the road before construction can begin would be included in the permit. B.P. Barber (Oconee County Engineer of Record) has submitted a proposal for performing all the work required to obtain the permit. B.P. Barber has permitted many new C&D landfills, as well as, C&D expansions. Their senior Solid Waste Coordinator, Rudy Curtis, is a retired DHEC Solid Waste compliance manager who has a great reputation with current DHEC officials. Their office is located within two miles of the DHEC Solid Waste office. The cost provided by B.P. Barber to perform all items required for permitting, including public hearings, is approximately \$101,000. With a ten percent contingency, the total amount needed would be \$111,000. Currently, the Solid Waste Professional line item has \$46,000 that was allocated for permitting. This would require \$65,000 to be allocated in the 2009-2010 budget.

The Solid Waste Director recommends that B.P. Barber be allowed to submit plans for the expansion which would prevent the closing of Cell 1 and add additional life to the landfill. All in all, Oconee County would save on all sides.

Prepared By: Swain T. Still, E.I.T.  
January 27, 2009



## **B. P. BARBER & ASSOCIATES, INC.**

ENGINEERS - PLANNERS - SURVEYORS

101 RESEARCH DRIVE (28603-0280)

A. D. BOX 116

COLUMBIA, SOUTH CAROLINA 29902-116

TELEPHONE: 803 254-4400 FACSIMILE: 803 771-6076

January 28, 2009

Mr. Swain Still  
Director, Oconee County Solid Waste  
PO Box 1766  
Seneca, SC 29679

RE: Proposal for Engineering Services  
Seneca Class II Landfill (#371001-1201)  
Lateral Expansion  
Oconee County

Dear Swain,

BP Barber (ENGINEER) is pleased to have the opportunity to provide Oconee County (OWNER) with a proposal for budgeting purposes to design a lateral expansion which will merge your existing active C&D cell with the permitted C&D cell located across Crooks Road and to maximize the C&D disposal capacity in the vicinity of the active C&D cell. As you know the new landfill regulation has brought a higher level of interaction with SCDHEC which typically increases the amount of detail in the application thus this proposal is somewhat different from one provided earlier. A potential timeline is noted in each of the following.

### **Required Aspects of the Project**

- A. Determination of Need and Consistency: Prior to submitting a permit application to SCDHEC the applicant must provide proof of property ownership (or control) to SCDHEC and request the following determinations from SCDHEC:

1. Demonstration of Need to include a maximum annual disposal rate; and,
2. Consistency with the State and County solid waste management plans; and,
3. The proposed landfill expansion is consistent with local zoning, land use and other applicable ordinances; and,
4. The proposed landfill expansion meets all buffer requirements of the Regulation.

SCDHEC will issue a single final decision on the above items which may be appealed. This step is likely to take several months. I'm not aware of anyone who has been through the entire process to a final decision with no appeal so it is unclear how long this will take.

**B. Public Notification and Participation:** Within fifteen (15) days of notification from DHEC that the items listed in Part A above have been submitted to the Department, the applicant must publish a Notice of Intent to File a Permit Application in a local newspaper and copy all adjoining property owners by certified mail. Once the applicant receives a favorable final decision without appeal for the determinations in Part A, the applicant may submit the permit application and then must publish a Notice of Filing a Permit Application in the local newspaper within fifteen (15) days following SCDHEC's notification that the application is administratively complete.

**C. Wetlands Investigation:** A wetlands assessment/delineation, endangered and threatened species assessment, and an archaeological and cultural resource assessment will be conducted as required by the South Carolina Department of Health and Environmental Control (DHEC) and Federal Regulations. This step can begin whenever one chooses but probably should be done near the anticipated end of Item A.

**D. Soil and Groundwater Investigation:** A Piezometer Installation Plan addressing the installation of any additional groundwater monitoring wells for the proposed landfill expansion site will likely have be prepared and submitted to DHEC for approval. Once the Piezometer Installation Plan is approved, the piezometers will be installed and the locations and elevations surveyed. Groundwater levels will be measured to determine the



depth to groundwater and/or bedrock and to determine the hydrogeological characteristics of the site. Soil samples will be gathered to have testing related to stability and settlement.

This step can begin whenever one chooses but probably should be done near the anticipated end of Item A.

- E. Permit Application:** A complete permit application package for permitting of the Class Two Landfill expansion will be prepared and submitted to the DHEC. Preparation of the permit application package will include preparation of engineering design, engineering drawings, and an engineering report as required by South Carolina Regulation 61-107.19. This step can begin whenever one chooses but probably should be done near the anticipated end of Item A but after Items C and D.

#### **SCOPE OF SERVICES:**

The services to be provided by the ENGINEER include:

##### **Task A: Documents**

- 1. Demonstration-of-Need:** Preparation of a Demonstration of Need request for submittal to DHEC.
- 2. Determination of Consistency:** Preparation of a request for Determination of Consistency with the County Solid Waste Management Plan for submittal to DHEC.
- 3. Zoning:** Preparation of a request for Determination that the landfill expansion is consistent with County zoning, land use ordinances or other applicable ordinances. OWNER will supply a copy of the controlling ordinance(s).
- 4. Buffers:** Preparation of a request for a Determination that the proposed expansion meets the buffer requirements in the landfill regulation. Drawings of the proposed expansion must be included showing all buffers and all structures associated with those buffers. If local buffers are greater than those of SCDHEC they will also be shown.

**Fire Control Services:** OWNER, if letter is required by SCDHEC, will secure a letter from the local fire department stating that the fire department will provide fire control services to the landfill.

The ENGINEER will:

1. Locate all adjacent property owners and mailing addresses for proper notification.
2. Prepare and provide an aerial of the site and surrounding property.
3. Attend one (1) public meeting related to the Notice of Draft Determination of Need and Consistency if requested to do so by the OWNER.

Fee Task A Estimated \$5000.00

**Task B: Hydrogeological Services (If required by DHEC)**

The following hydrogeological services will be provided as dictated by DHEC as part of this proposal:

1. A Monitoring Well Installation Plan will be prepared and submitted to DHEC. This plan will propose the installation of wells that intercept groundwater or bedrock.
2. On-site evaluation of installation of these wells by a Professional Geologist. Soil samples may be taken at this time for geotechnical testing.  
*Note: Slope stability and rotational shear testing costs are not included in this item. An expected cost would be in the range of \$4000. Drilling costs are also not included in this item and shall be managed outside the scope of this proposal. Drilling costs can range from \$1,700 per day for piezometer installations to a per foot cost where an auger drill is necessary.*
3. Preparation of a Monitoring Well Installation Report to support the permit application and landfill design.

Fee Task B Estimated \$6,500

**The services outlined in Task B are in addition to any services that might be required to bring the overall landfill groundwater monitoring system for an existing Class Two into compliance with the new landfill regulation, R.61-107.19.**

Any new wells installed must be surveyed. The Owner shall be responsible for survey work.

**Task C: Environmental Services: (If required by DHEC)**

Environmental investigations will be conducted to ensure protected environmental features are properly addressed. These investigations (if required by DHEC) will include:

1. Wetlands assessment/delineation. Survey work related to wetlands shall be the responsibility of the OWNER.
2. Provide request to the United States Army Corps of Engineers (USACE) for certification of wetlands, or alternatively for certification that there are no wetlands within the area to be disturbed. This does not include any wetlands mitigation that might come up.
3. Threatened and endangered species assessment and report.
4. Archaeological and cultural resources assessment and report.

Fee	Task C	Estimated	\$10,000
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**Task D: Engineering Services:**

1. **Pre-application Meeting:** A meeting including the OWNER (optional), DHEC, and BP Barber representatives will be held to determine the requirements of DHEC and to determine the scope of the permit application and Task B & C requirements.
2. **Preparation of Engineering Drawings including:**
  - a. Design of the Class Two landfill expansion including landfill cells, access road and stormwater management structures and conveyances.
  - b. Preparation and submittal of a Permit Application to the DHEC for the Class Two landfill expansion designed to maximize disposal space within the facility as allowed by regulatory constraints to include Engineering Drawings and an Engineering Report.
  - c. Grading and drainage plans designed to manage stormwater from the Class Two Landfill.
  - d. A closure contour plan.



- e. Cross-sections prepared to show existing and proposed topography and the relationship between the bottom of the proposed landfill expansion and anticipated seasonal high groundwater table or bedrock as appropriate.
- f. Include a grid system to assist the operator in keeping track and designating where waste is being placed at any time.
- g. include a detailed landfilling sequence plan that will show the order landfilling in the footprint as well as stormwater control measures to be used during the filling operation.

**3. Preparation of an Engineering Report that will:**

- a. Address proposed fill and borrow areas, grades for drainage, settlement calculations, typical cross-sections, any special drainage devices, fencing, utilities, and other site features.
- b. Address source and description of cover material, frequency of covering, depth of the disposal area, final contours, and a general operating plan including the expected life of the facility, maximum volume of solid waste the facility will be capable of receiving, and the maximum rate at which waste will be received.
- c. Include a site plan which will identify property boundaries, the limits of the waste footprint, existing and proposed structures and systems, access roads, land use and zoning within  $\frac{1}{2}$  mile of the disposal area footprint, location of surface water bodies, 100-year floodplain boundaries, general topography of the facility and surrounding area, and site conditions and projected use of various facility areas.
- d. Include an operations plan addressing the method for inspecting and measuring incoming waste, a fill sequence plan, procedures for recording the progress of landfilling using a grid system, procedures for control of storm water drainage, prevention of fires, control of vectors, odor, and dust, and hours of operation.
- e. Include a list (to be provided by the OWNER) of equipment to be used for operating the landfill and a contingency plan for providing reserve equipment within 24 hours in case of equipment breakdown.

- f. Include a list of any items not included in the regulatory list of acceptable waste that the OWNER wishes to accept at the site.
- g. Include a detailed closure plan including a description of the final cover and the methods and procedures used to install the final cover. This plan will also include an estimate of the largest area of the landfill that will ever require a final cover at any time during the active life of the facility, an estimate of the cost to close this area, an estimate of the maximum inventory of waste on site over the active life of the facility, a schedule for completing all activities and a site plan of the landfill showing the proposed final elevations.

**4. Stormwater management:**

- a. Devise a stormwater management system.
- b. Perform all stormwater calculations to ensure that the system performs.

Fee	Task ID	Estimated	\$80,000
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**Surveying Services:**

Any survey work is the responsibility of the OWNER and is outside the scope of services. If requested by the OWNER, the ENGINEER will provide surveying services for a fee to be determined at the time of the request.

**General:**

The design of the Class Two landfill expansion will be consistent with the new consolidated Landfill Regulation, R.61-107.19. The ENGINEER will provide the OWNER copies of the Permit Applications, Drawings, and Engineering Reports for review and approval. Upon approval by the OWNER, the ENGINEER will submit copies of the Permit Applications, Drawings, and Engineering Reports for review and approval by the DHEC. The ENGINEER will coordinate with DHEC and assist the OWNER in efforts to obtain the necessary permits and/or approvals. The ENGINEER is to furnish DHEC with the required number of copies of drawings and specifications as follows:

Costs are included for providing three (3) sets of completed documents to the OWNER for its use. The ENGINEER will provide the necessary number of

documents to the various permitting and/or approval agencies listed above at no additional cost to the OWNER.

**Special Services:**

In addition to the foregoing services, the following special services may be requested:

1. Laboratory tests, well tests, specialized geological, hydraulic or other studies recommended by the ENGINEER. The cost of such tests and/or studies shall be borne by the OWNER; provided, however, that the OWNER shall be advised and give consent to such tests and/or studies prior to their being made. **Settlement testing, slope stability and rotational shear testing and reporting are frequently required and can be provided at an additional cost.**
2. Necessary preparation of sketches, maps, plats, etc. for easements, litigation, or other reasons, shall be provided by the ENGINEER if requested by the OWNER.
3. Attendance at public meetings, hearings, or court proceedings, including testimony at such proceedings.
4. Re-design done by the ENGINEER at the request of the OWNER.
5. Overnight delivery of packages at the request of the OWNER will be reimbursed to the ENGINEER at actual costs plus 10% or will be billed directly to the OWNER'S overnight delivery account.
6. Due to the uncertainty of DHEC review only 20 hours of response to DHEC comments has been allotted. Any time greater than 20 hours will be considered extra services.
7. Any permits required that are not specifically addressed herein.
8. Any survey work requested of the ENGINEER by the OWNER.
9. Other assistance or services as requested by the OWNER and not specifically provided for herein.

**Charges for Special Services of the ENGINEER involving time only will be at the hourly rates shown on Exhibit A.**

OWNER Supplied Information and Services:

The OWNER will provide as may be required:

Topographic data of the subject area of the property along with various other required survey data points in the subject area as may be requested by the ENGINEER.

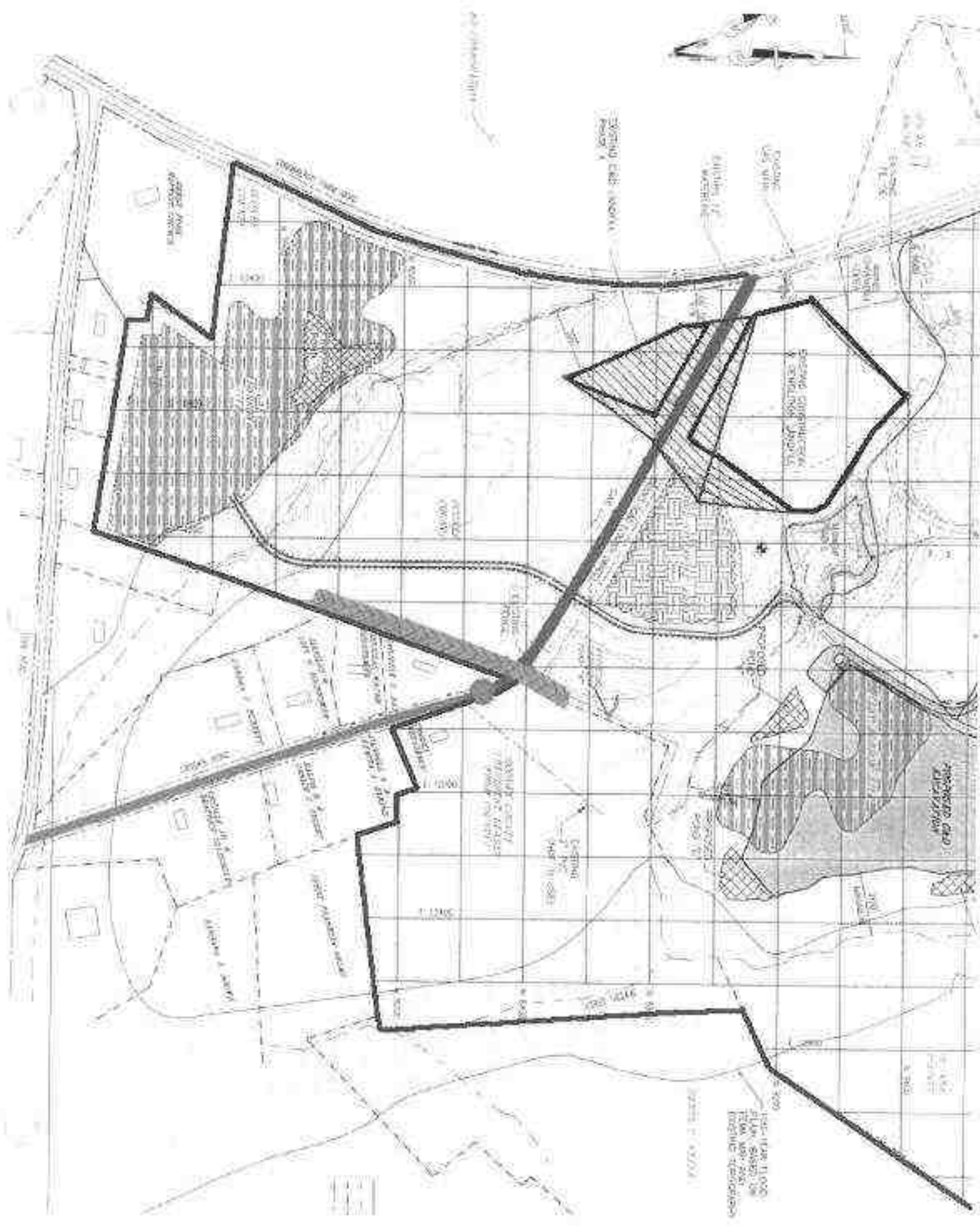
**The fees stated herein are valid for 120 days.** If you have any questions or comments regarding the above information, please do not hesitate to contact us.

Very truly yours,

BP BARBER



Rudy Curtis  
Senior Solid Waste Coordinator



RESEARCH AND DEVELOPMENT

GENERAL OFFICES

INDUSTRIAL AND STORAGE

LABORATORY

GENERAL OFFICES

LABORATORY

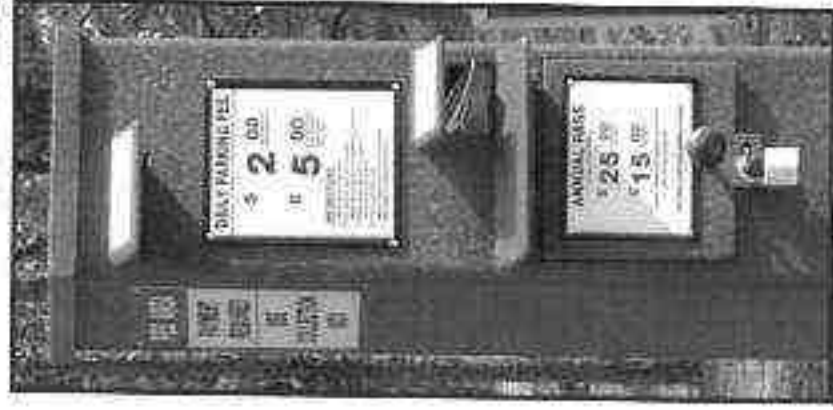
# County Council Agenda

## February 3, 2009



### 12. Discussion & Action Items:

- [1] Solid Waste / \$111,000 / Engineering Plans Seneca C&D Cell 1 Expansion
- [2] PRT / Iron Rangers





## DAILY PARKING FEE

\$ **2** 00  
PER VEHICLE

\$ **5** 00  
PER VEHICLE  
WITH TRAILER  
RV OR BUS

### INSTRUCTIONS

1. Take envelope from box.
  2. Put required amount in envelope.  
(Make checks payable to Oconee County PRT)
  3. Detach hang tag from envelope and hang on rear view mirror.
  4. Place envelope in slot.
- Note: Campers do not pay parking fee.  
Pass is issued at registration.

## ANNUAL PASS

(OCONEE RESIDENTS ONLY)

\$ **25** 00  
Per Year

\$ **15** 00  
Per Year

(AGE 62+, PERMANENTLY DISABLED, OR VETERAN)  
MUST PROVIDE VERIFICATION

SEE PARK STAFF FOR ANNUAL PASSES

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 3, 2009  
COUNCIL MEETING TIME: 7:00 p.m.

**ITEM TITLE OR DESCRIPTION:**

Renewal of Bid #06-15, Road Striping:

- 1) For Council to approve this year's renewal of Road Striping bid to Peek Service Company, LLC for the second renewal period beginning February 4, 2009.
- 2) The Council may either authorize the County Administrator to approve the remaining renewals of the bid for the two remaining one-year periods in accordance with Bid 06-15, provided their work is satisfactory; or the Administrator will present to Council for their approval each subsequent renewal.

In the meeting of January 16, 2007, Council approved award of bid and option to renew for four additional one-year periods. The first renewal was approved by Council February 5, 2008.

**BID SOLICITATION HISTORY:**

On December 7, 2006, formal sealed bids were opened for striping approximately 88 miles the first year and four one-year renewals. Ten companies were originally notified of this bid opportunity. Five companies submitted bids, with Peek Service Co., LLC of Columbus, GA submitting the lowest bid. Although the County Council awarded the bid to Peek Service Company, the intent of staff was to bring the bid to County Council for the initial award and then authorize the Administrator to approve subsequent renewals, provided funds are available and the vendor's work has been satisfactory.

**STAFF RECOMMENDATION FOR COUNCIL ACTION:**

Same as Item Title above.

**FINANCIAL IMPACT:**

For FY 08-09, County Council approved funding (budget code 910-601-50881) for the road paving projects, which includes funds for road striping. For FY 2007-2008 the County spent \$42,965 with Peek Service Company and for FY 2008-2009, to date the County has spent \$49,062.

Submitted or Prepared by:

  
Robyn M. Courtright  
Procurement Director

Approved By: *App submitted to CC*  
  
Dale Surrency,  
Oconee County Administrator

Reviewed By/ Initials:

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

 Finance

\_\_\_\_\_ Other

C: Clerk to Council



AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 3, 2008  
COUNCIL MEETING TIME: 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Payment for Bridge Work on Feltman Road and Highway 59.

**BACKGROUND OR HISTORY:**

The County signed a contract in June 2007 to pay up to \$600,000 over three years for a portion of the expense of improving the bridges on Feltman Road and on Highway 59 near the Golden Corner Commerce Park.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The improvements to the bridge on Highway 59 provide for the additional safety for the citizens of Oconee County as well as to assist in the future development of the Golden Corner Commerce Center.

**STAFF RECOMMENDATION:**

Approve payment of the first \$400,000 that has been invoiced. We also recommend approving the payment of the remaining \$200,000 when the project is completed and the invoice is received.

**FINANCIAL IMPACT:**

The funds for this expense are in the Economic development Infrastructure Line Item.

**ATTACHMENTS**

1. Intergovernmental Agreement for the Improvement of SC Route 59 in Oconee County, June 5, 2007.
2. SC DOT letter to Mr. Dale Surratt, undated, requesting payment of \$400,000.

Submitted or Prepared By:

James W. Alexander  
Department Head/Elected Official

Approved for Submittal to Council:

  
Dale Surratt, County Administrator

Reviewed By/ Initials:

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

\_\_\_\_\_ Finance

C: Clerk to Council

SCIENCE & INNOVATION  
**EAC**  
**Economic Development Commission**  
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

December 30, 2008

Phyllis:

Per our discussion this afternoon, this is a reminder that the funding for the SC Department of Transportation Invoice in the amount of \$400,000.00 is to be taken from the Infrastructure Line as follows:

FY Budget 2006-2007	\$200,000.00
FY Budget 2007-2008	\$200,000.00

Thank you for your assistance on this important project.

Sincerely,

  
Jim Alexander  
Director

502 East Main Street  
Wahpeton, ND 58061-2008

Phone (701) 528-4210 • Fax (701) 528-4209  
E-mail: [alexander@ndcommerce.com](mailto:alexander@ndcommerce.com)



# INVOICE

*12-30-08*

### FINANCE DIVISION

Post Office Box 191  
Columbia, South Carolina 29202-0191  
Phone: (803) 737-1242, Fax: (803) 737-1242

<b>CUSTOMER</b>	OCONEE COUNTY 415 SOUTH PINE STREET WALHALLA, SC 29691	Invoice No.:	409449
	Attention:	Invoice Amount:	\$400,000.00
	DUE UPON RECEIPT - PAST DUE AFTER 30 DAYS	Invoice Date:	12/18/2008
		Past Due After:	1/17/2009

Services or Goods Provided: PARTICIPATION AGREEMENT WITH SCDOT TO INCREASE SCOPE OF PROJECT TO R...  
PLANS TO INCORPORATE A LEFT & RIGHT TURN LANE TO FUTURE DISTRIBUTION CE...

<b>INVOICE</b>	Quantity	Item	Unit Cost	Amount
		TO CONSTRUCT A WIDER SC 59 BRIDGE OVER CLEVELAND CREEK & REALIGN FELDMAN ROAD - AGREEMENT PRE-08-8 WAS EXECUTED JUNE 5, 2008 IN ASSOCIATED WITH FILE #37-1458.1 -PIN 33283 (AGREEMENT ATTACHED)		\$ 400,000.00
			Total:	\$400,000.00

Detach and return this portion with your payment

To ensure proper credit to your account, please make check payable to "South Carolina Department of Transportation" and include invoice number on check. Visa & MasterCard accepted, to make payment call 1-803-737-1242.

<b>PAYMENT</b>	<b>Remit to:</b> SC Dept. of Transportation Finance Office P O Box 191 Columbia, SC 29202-0191	<b>Customer:</b> OCONEE COUNTY 415 SOUTH PINE STREET WALHALLA, SC 29691	
			Invoice No. 409449 Invoice Date: 12/18/2008
			Total Amount Due
			\$400,000.00



South Carolina  
Department of Transportation  
Office of Legal Services

Linda C. McDonald  
Chief Counsel

Assistant Counsel  
Natalie J. Moore  
Barbara M. Wessing  
Deborah Brooks-Du  
ane Leggett-Lamm  
Beacham O. Brooker  
Amanda T. Taylor

MEMORANDUM

To: Douglas B. MacFarlane

From: Beacham O. Brooker, Jr. 

Re: Intergovernmental Agreement between SCDOT and Oconee County re:  
Improvements to U.S. 59.

Date: July 31, 2007

Enclosed is the Department's counterpart of this Agreement with Oconee County. I would appreciate your custody of the original. I am forwarding copies in the following for their reference in administering the projects.

Bener Amado  
Mark Lester  
Steve Gwinn  
Tony L. Chapman

INTERGOVERNMENTAL AGREEMENT FOR THE IMPROVEMENT OF  
S.C. ROUTE 59 IN OCONEE COUNTY

This Intergovernmental Agreement is made and entered into as of June 5, 2007, by and between OCONEE COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina ("Oconee" or "the County"), and the SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION, an agency of the State of South Carolina ("SCDOT" or the "Department") concerning the funding and construction of improvements to S.C. Route 59 in Oconee.

WHEREAS, SCDOT has programmed State and federal-aid funds for a culvert replacement on S.C. Route 59 at Cleveland Creek in Oconee County; and

WHEREAS, Oconee desires that SCDOT enhance the scope of its project to include a left turn and a right turn lane into its proposed Fair Play Commerce Center, a wider bridge over Cleveland Creek, and a realignment of Feltman Road; and

WHEREAS, SCDOT does not have available sufficient funds for such additional work; and

WHEREAS, Oconee is agreeable to contributing up to \$600,000 from County funds to defray the costs of the additional work; and

WHEREAS, in reliance upon Oconee's financial commitment, SCDOT is agreeable to revising and redrawing its plans to incorporate the additional features desired by Oconee; and

WHEREFORE, Oconee and SCDOT now desire to set forth the respective responsibilities for the parties for the Project, including the obligation of funding for the project;

NOW THEREFORE, in consideration of the mutual benefits accruing to SCDOT and Oconee from a safe and efficient highway system in the State and County and other good and valuable consideration, the parties agree as follows:

1. Road and Bridge Plans Upon the execution of this Agreement, SCDOT will draw or redraw its construction plans under File No. 37.145B:1 to incorporate: 1) a left and right turn lane to the future distribution center, 2) a wider S.C. 59 bridge over Cleveland Creek, and 3) the realignment of Feldman Road as shown on the attached preliminary plans. Construction under the resulting plans is hereinafter referred to as the "Project".

2. County Dedication of Right-of-Way Oconee has title to approximately 66,000 square feet of land on the eastern side of the highway between stations 255+65 and 281+75. Upon execution of this Agreement, Oconee shall grant to SCDOT a permanent easement for the construction and maintenance of S.C. Route 59. The width of said easement shall be sufficient to accommodate all ditches drains and other facilities necessary for the proper operation of the highway as well as such area that may be needed to relocate the lines of any utility companies in possession of prior rights against SCDOT.

3. County Contribution of Construction Funds Oconee shall obligate from the County's general fund, an amount not to exceed \$600,000 as its contribution to Project costs. That amount is based upon SCDOT's estimates of total Project costs made on preliminary plans, as those plans exist at the time of this Agreement. Upon letting of the construction contract at a bid less than the anticipated amount, the obligations of the parties hereto shall be reduced *pro rata*. In the event Project costs exceed the preliminary

estimate stated above, SCDOT shall be solely responsible for the excess amount and shall save harmless the County from any claims therefor.

4. Project Administration. SCDOT will administer the Project in cooperation with Oconee County. Oconee shall assist SCDOT in project development activities. SCDOT shall be responsible for all Project engineering, right-of-way acquisition, and Project construction and shall perform all, or any part of the work with its own forces or may, at its sole option, contract out any of the work to outside private or governmental consultants or contractors should it determine that such contracting out would be more efficient or would result in more timely completion of the work. SCDOT shall enter into contracts in its own name. All rights-of-way shall be acquired in the name of SCDOT and SCDOT's procedures for acquiring rights-of-way shall apply and be followed.

5. Payment by Oconee. Oconee shall make three payments on its financial commitment herein. The first shall be for \$200,000 and shall be paid September 1, 2007, or on the date of execution of the construction contract for SCDOT's culvert improvement, whichever is the later date. The second payment, also of \$200,000 shall be made September 1, 2008. A final payment of up to \$200,000 shall be made no later than July 15, 2009 in an amount sufficient to cover the balance of the contract price attributable to the additional work described in paragraph 1 herein.

6. Benefit and Rights of Third Parties. This Agreement is made and entered into for the sole protection of Oconee and SCDOT, and their successors and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner. No other persons, firms, entities, or parties shall, under any circumstances, be deemed to be a beneficiary of any conditions or obligations



set forth in this Agreement, any or all of which may be freely waived in whole or part by the party to this Agreement to whom such obligation is owed if that party in its sole discretion deems it desirable to do so.

7. Notices. Any notices required to be given hereunder shall be deemed given when placed in first-class U.S. Mail and addressed to the parties as follows:

Oconee County  
~~Mr. Tom Hendricks~~, County Administrator  
Oconee County  
415 South Pine Street  
Walhalla, South Carolina 29691

SCDOT  
~~Benjamin Amadio~~, Bridge Project Engineer  
SCDOT  
P. O. Box 191  
Columbia, South Carolina 29201-0191

*Tracy L. Chapman, State Highway Engineer*

*Mr. Dale  
Surrett*

8. Amendments. Any amendment to this Agreement shall only be made through a written instrument duly authorized and signed by each party hereto.

9. Savings Clause. Invalidation of any one or more of the provisions of this Agreement by any court of competent jurisdiction shall in no way affect any of the other provisions hereof, all of which shall remain in full force and effect.

10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument, and in making proof of this Agreement it shall not be necessary to account for more than one such fully executed counterpart.

11. Authority to Execute. By executing this Agreement, the undersigned each affirms and certifies that he or she has authority to bind his or her principal thereto and that all necessary acts have been taken to duly authorize this Agreement under applicable law.



Oconee County, South Carolina (L.S.)

By: Phyllis Lombard

Printed Name: Phyllis Lombard

Title: Interim Administrator

Attest: [Signature]

Title: County Attorney

South Carolina Department of  
Transportation

By: [Signature]

F.A. Fony M. Chapman  
State Highway Engineer

Recommended by: [Signature]



South Carolina  
Department of Transportation

Mr. Dale Surret  
County Administrator  
Oconee County  
415 South Pine Street  
Walhalla, SC 29691

Re: Intergovernmental Agreement PRE-08-08, File Number 37.145B.1, Roadway  
Improvements and Bridge Replacement on SC Route 59 at Cleveland Creek,  
Oconee County

Dear Mr. Surret:

Enclosed is an invoice in the amount of \$400,000 in conjunction with the Intergovernmental Agreement that was executed June 2007 between the South Carolina Department of Transportation (SCDOT) and Oconee County. A copy of that agreement is also enclosed for your review. The agreement addressed Oconee County's request to add left and right turn lanes, widen the bridge on SC Route 59 over Cleveland Creek, and realign Feldman Road. As part of the agreement, Oconee County agreed to contribute a maximum of \$600,000 to cover these additions to the project. The project was awarded December 2007 to United Contractors for \$2,610,015. Construction activities are currently sixty percent complete with an anticipated completion date of May 31, 2009. Once construction is complete a revised estimate will be done, and a final invoice will be submitted to Oconee County to acquire the final installment outlined in the agreement.

Please feel free contact me at (803) 737-1440 if you have any additional questions.

Sincerely,

Rob Perry, P.E.  
Program Manger  
Upstate Production Group

REP:djs  
Enclosure  
File:PC/REP



**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** 2/3/2009  
**COUNCIL MEETING TIME:** 7:00 P.M.

**ITEM TITLE OR DESCRIPTION:**

Award the purchase of one New Holland L175 Skid Steer Loader in the amount of \$24,907.20 to Altman Tractor and Equipment Company, of Florence, SC, per State Contract number 08-S7683-A13808 for the Rock Quarry.

**BACKGROUND OR HISTORY:**

This New Holland L175 Skid Steer Loader replaces a 1995 New Holland LX 665 loader that will be traded in for the amount of \$4,950. This will be deducted from the State Contract price of \$29,857.20 for a net price of \$24,907.20.

**BID SOLICITATION HISTORY:**

In September of 2008, the Rock Quarry submitted specifications for a New Holland L175 Skid Steer Loader that was available on the State Contract. Procurement contacted the local vendor, Powell Brothers Tractor & Equipment Co. and asked if they could beat the State Contract price. When Powell responded on October 31, 2008, that they could provide a lower price, then Procurement proceeded to bid out this equipment and Bid 08-12 was issued. On December 18, 2008, seven responses were received to this bid. Four responses did not meet the bid specifications and the other three responses were higher than the budgeted amount for this equipment. Powell Tractor was the second to the highest response received.

**STAFF RECOMMENDATION:**

Procurement is recommending rejection of all bids received for Bid # 08-12 for the Skid Steer Loader and the award of this equipment to Altman Tractor and Equipment Company in the amount of \$24,907.20 per the State Contract number 08-S7683-A13808. Altman Tractor is located in Florence, SC and they will designate that Greenville Tractor will deliver the equipment and provide the training.

**FINANCIAL IMPACT:**

For FY 08-09, County Council approved \$28,000.00 (budget code 017-719-50841) for the purchase of a Skid Steer Loader to replace a 1995 New Holland LX 665 Skid Steer Loader for the Rock Quarry.

**ATTACHMENTS:**

- 1. State Contract
- 2. Bid Tabulation for rejected Bid

Submitted or Prepared by:

Robyn Courtight  
(Department Head/Elected Official)

Approved By: *for submitted to cc*  
Dale Sarrett  
Dale Sarrett,  
Oconee County Administrator

Reviewed By: Initials:

\_\_\_\_\_ County Attorney      psl Finance      \_\_\_\_\_ Other

C: Clerk to Council



Florence, SC 29505  
 1857 Pamplin Hwy  
 803-662-0151  
 803-662-0151



Conway, SC 29528  
 PO BOX 2070  
 843-342-4661  
 877-667-8481

N. Charleston, SC 29415  
 3430 Ashley Phosphate Rd  
 800-895-2946  
 843-522-2541

**KOBELCO**  
**QUOTATION**

W. Columbia, SC 29179  
 3925 US Hwy 321 S  
 800-400-5417  
 803-796-1211

SALESMAN Johany Graham

NAME Deebee County DATE 1-21-09  
 ADDRESS \_\_\_\_\_  
 CITY, STATE, ZIP CODE \_\_\_\_\_ PHONE # \_\_\_\_\_  
 ATTENTION: Robyn Courtright

QTY	EQUIPMENT AND OPTIONS	WT.	PRICE
	New Holland L175 Skid Steer Loader w/ Two Speed Ground Drive Hi-Flow Hydraulics Deluxe Cab with Air Conditioning Counter Weight Kit 66" Low Profile Extended Bucket Tires: 31.5X13X16.5 10ply Galaxy Higgs All Standard Equipment		Suggested list Price "41,566
	State Contract # 08-57683-A13808 Less 30%		-12,969.80
	Option: Manuals		29,096.20 761.00
	Trade In: New Holland LX665 SSL		29,857.20 4950
		Total	\$24,907.20
	* Plus Applicable S.C. Sales Tax		

Craig McLowry, Procurement Manager  
Email: [cmc@scstate.gov](mailto:cmc@scstate.gov)  
Telephone: (803) 737-3641

Materials Management Office  
201 Main Street Suite 650  
Columbia, SC 29201

Section: L  
Page: 123  
Date: 05/2008

## LOT 10 - NEW HOLLAND CONSTRUCTION

% Discount - Equipment:	See Below for Various Discounts based on Model #'s
New Holland Skid Steer Loaders	30%
New Holland Compact Track Loaders	20%
New Holland Compact Wheel Loaders	20%
New Holland Articulated Loaders	30%
Kobelco Mini/Midi Excavators	20%
Gehl Telescopic Handlers	25%
% Discount - Attachments:	10%
% Discount - Accessories:	10%

PLACE ALL ORDERS DIRECTLY WITH THE VENDOR BELOW:

VENDOR: Altman Tractor & Equipment Co., Inc.  
1808 E. Pamlico Hwy  
Florence, SC 29508

CONTACT: Johnny Graham  
TELEPHONE: (843) 662-0151  
FAX: (843) 669-5443  
E-MAIL: [jgraham@altmantractor.com](mailto:jgraham@altmantractor.com)

CONTRACT #: 08-S7683-A13808

FEIN #: 57-0528296

DELIVERY: 90 Days ARO

Lowest Bidder Prevalence amount for Bid Item 5  
Steel Spool

I hereby warrant to the best of my knowledge

**DRAFT**

Professional Director

Bidders	ASC Construction Eq	Greenville Turf & Tractor	GreenSouth Eq Inc	GreenSouth Eq Inc	GreenSouth Eq Inc	Interstate Eq Co
Address	Piedmont, SC	Greenville, SC	Williamston, SC	Williamston, SC	Williamston, SC	W. Columbia, SC
Base Bid	No Bid	32,447.58	27,294.31	23,111.71	34,661.60	43,700.00
Make & Model		John Deere 320	John Deere 317	John Deere 320	John Deere 325	JCB 180
Delivery		2 weeks	3-4 weeks	3-4 weeks	3-4 weeks	123 days AFO
Optional Trade In		(4,300.00)	(5,000.00)	(5,000.00)	(5,000.00)	(2,500.00)
Total with Trade In		27,947.58	22,294.31	24,111.71	25,661.60	41,200.00
Appendix 1 & 2			yes	yes	yes	
Notes		did not include spec sheet w/d.	see exceptions on spec sheet	see exceptions on spec sheet	see exceptions on spec sheet	see exceptions on spec sheet
		single speed	single speed	single speed	weight exception - price exceeds budget	weight exception - price exceeds budget
Bidders	Dakway Tractor Inc	Powell Brothers Tractor & Eq Co Inc				
Address	Westminster, SC	Seneca, SC				
Base Bid	29,241.00	34,290.00				
Make & Model	Genl 5210E	New Holland L170				
Delivery	3-4 weeks	60 days				
Optional Trade In	no	(4,165.00)				
Total with Trade In	29,241.00	34,095.00				
Appendix 1 & 2	yes	1				
Notes	as specified - price exceeds budget.	as specified - price exceeds budget.				



AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 3, 2009  
COUNCIL MEETING TIME: 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

**Renewal of Bid #07-17, Filters for Vehicle Maintenance and Rock Quarry:**

1) For Council to approve this year's renewal of Filter bid to Anderson Auto Parts of Seneca, SC for the first renewal period beginning March 4, 2009.

2) The Council may either authorize the County Administrator to approve the remaining renewals of the bid for the four remaining one-year periods in accordance with Bid 07-17, provided their work is satisfactory; or the Administrator will present to Council for their approval each subsequent renewal.

In the meeting of March 4, 2008, Council approved award of bid and option to renew for four additional one-year periods.

**BID SOLICITATION HISTORY:**

On February 6, 2008, formal sealed bids were opened for filters. Nine companies were originally notified of this bid opportunity. Four companies submitted bids, with Anderson Auto Parts of Seneca, SC submitting the lowest responsive bid of \$41,335.73.

**STAFF RECOMMENDATION:**

Same as Item Title above.

**FINANCIAL IMPACT:**

For FY 08-09, County Council approved the Rock Quarry \$220,000 with a current balance of \$69,562.04 (budget code 017-719-80719) for equipment maintenance and Vehicle Maintenance inventory account (budget code 010-001-00040-71725) for the purchase of filters and other equipment maintenance.

**ATTACHMENTS**

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



AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 2/3/09  
COUNCIL MEETING TIME: 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Oconee County Emergency Services respectfully requests permission to apply for the Global Fire Prevention Program.

**BACKGROUND OR HISTORY:**

Global Fire Prevention offers grant funding to support a wide array of fire prevention preparedness and control efforts, including:

- Pre-fire planning for commercial, industrial and institutional facilities
- Fire and arson prevention and investigation
- Fire prevention education and training programs

**SPECIAL CONSIDERATIONS OR CONCERNS:**

This grant will be used to promote public education and outreach activities through the use of the National Fire Protection Agency's (NFPA) fire prevention literature and a Sparky the Fire Dog costume. The NFPA literature comes with everything needed to promote National Fire Prevention Month, including handouts, brochures, etc. Sparky the Fire Dog is the best known mascot figure for fire prevention and is a trademark character of the NFPA. It is an exceptional tool for teaching fire safety to children because it can communicate with them on their level and engages their interest and curiosity.

NFPA Literature	\$500
Sparky the Fire Dog Costume	\$3,500
<b>TOTAL Grant Request</b>	<b>\$4,000</b>

**NO Local Match**

**STAFF RECOMMENDATION:**

Apply for the Global Fire Prevention Program Grant.

**FINANCIAL IMPACT:**

No local match.

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: N/A  
If yes, who is matching and how much: N/A

**ATTACHMENTS**

Submitted or Prepared By:

Veronda Holcombe-Lewis

Department Head/Elected Official

Approved for Submittal to Council:

  
Dale Surrett, County Administrator

Reviewed By/ Initials:

\_\_\_\_ County Attorney

 Finance

\_\_\_\_ Grants

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

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: Feb 3rd, 2009  
COUNCIL MEETING TIME: 7:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Authorization to accept an FAA Airport Improvement Program Grant offer for \$98,129.00 towards the 600 foot extension of runway 25 (AIP #18). This is the first phase of the FAA's FY 2009 two-phase grant allocation process.

**BACKGROUND OR HISTORY:**

The Federal Aviation Administration (FAA) has split this Fiscal Year's AIP grant program into a two-phase process. Airport sponsors must be allocated funding in phase 1 as a pre-requisite for grant funding in phase 2 later in the spring of 2009. This phase 1 grant of \$98,129 is offered as a "place-holder" and represents roughly 3% of the total cost to extend runway 25. Acceptance of this phase 1 grant will ensure Oconee County is considered for additional funding for the runway extension later in the Fiscal year.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The deadline for acceptance of this grant is February 20, 2009. Declining this grant will likely eliminate the County from consideration for funding the construction of the 600 foot runway extension in this fiscal year.

**STAFF RECOMMENDATION:**

Recommend Council authorize accept the grant by signature of the County Administrator.

**FINANCIAL IMPACT:**

Oconee County's share (2.5%) of this phase 1 FAA AIP grant (AIP 18) is \$2,582.  
There is currently \$90,547.00 available for the County's grant match for this project.

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes

If yes, who is matching and how much: FAA will pay 95% of costs.

SC Division of Aeronautics will match 2.5% of mitigation costs.

**ATTACHMENTS**

None

**Submitted or Prepared By:**

Kevin D. Short  
Airport Director

\_\_\_\_\_  
Department Head/Elected Official

**Reviewed By/ Initials:**

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

**Approved for Submittal to Council:**

  
\_\_\_\_\_  
Dale Surratt, County Administrator

 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.*

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: Feb 3rd, 2009  
COUNCIL MEETING TIME: 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Authorization to allocate funds for additional field survey work for 600 foot runway extension at the Oconee County Airport.

**BACKGROUND OR HISTORY:**

Mandates to decrease the slope of the fill dirt embankments for the upcoming runway extension require additional elevation survey work by a land surveyor. The initial slope specification for the embankment was 2:1. Due to soil characteristics and design specifications, this slope spec should now be 2.5:1, requiring a larger footprint for the anticipated fill dirt. This field survey work is required to ensure the design of the project meets FAA design specifications. THE FAA HAS AUTHORIZED THIS ADDED FIELDWORK and declared this work eligible for reimbursement thru the FAA AIP program.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Hold up of this survey work may lead to delays in FAA grant awards to the county to construct the 600 foot runway extension.

**STAFF RECOMMENDATION:**

Recommend Council authorize funding the additional field survey work to ensure the 600-foot runway project remains on track.

**FINANCIAL IMPACT:**

TOTAL cost of additional field survey work is approximately \$24,000. All of this work is to be covered under the current AIP-17 grant award.

Cost to Oconee County is approximately \$600. (2.5%)

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes

If yes, who is matching and how much: FAA will pay 95% of costs,  
SC Division of Aeronautics will match 2.5% (\$600)

**ATTACHMENTS**

None

Submitted or Prepared By:

Kevin D. Short  
Airport Director

Department Head/Elected Official

Approved for Submittal to Council:



Dale Surrell, County Administrator

Reviewed By/ Initials:

\_\_\_\_ County Attorney

pel Finance

VM 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.

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** Feb 3<sup>rd</sup>, 2009  
**COUNCIL MEETING TIME:** 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Authorization for Talbert and Bright Inc to perform (via subcontract) the 2009 update to the Airport's DBE plan required for AIP Program projects.

**BACKGROUND OR HISTORY:**

Oconee County Airport is slated to receive an FAA Grant within the next few months for the upcoming 600 foot runway extension. The estimated cost of the project will be approximately \$3.1 million. FAA policy requires a DBE plan for each airport capital project exceeding \$250,000. This is the third year in a row the airport has prepared and submitted an annual DBE plan to the FAA Atlanta ADO office.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

As in the previous two years, this DBE plan update work authorization is AIP Program eligible and will be covered by the recent \$98,129 grant (AIP #18) to Oconee County.

**STAFF RECOMMENDATION:**

Staff recommends Council authorize Talbert and Bright Inc to perform (via subcontractor) the 2009 update to the Airport's DBE plan on behalf of the Oconee County Regional Airport.

**FINANCIAL IMPACT:**

The cost of the DBE plan Update is estimated at \$8,105.00  
Cost to Oconee County for its (2.5%) share is \$203.00

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes  
If yes, who is matching and how much: FAA share (95%) \$ 7,700.00 SC State share \$202.00

**ATTACHMENTS**

Talbert and Bright Inc. work authorization sheer 06-05 (amendment #5)

**Submitted or Prepared By:**  
Kevin D. Short  
Airport Director

**Approved for Submittal to Council:**





**Department Head/Elected Official**

Dale Surrentt, 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.*

OCONEE COUNTY REGIONAL AIRPORT

WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

Work Authorization No.: 06-03 (Amendment No. 5)

Date: January 26, 2009

TBI Project No: 3401-0603

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

**Description of Work Authorization:** Engineering Basic Services for the Preparation of DBE Plan Update for FY 2009 at the Oconee County Regional Airport in accordance with 49 CFR, Part 26. A Scope of Work for Preparation of DBE Plan is attached.

**Estimated Time Schedule:** The DBE Plan shall be completed within thirty (30) days of the date of written authorization to proceed.

**Cost of Services:** The method of payment shall be lump sum in accordance with Section V of the Contract. The lump sum fee for the DBE Plan update shall be \$8,105.00. The method of payment for Subcontractor Services for the DBE Plan Update shall be cost of services plus an administrative multiplier of 1.1. The FAA will include funding for DBE Plan Update expenses with the construction funding for FY 2009.

Agreed as to Scope of Services, Time Schedule, and Budget:

Approved:

For Oconee County

Date

Witness

  
For Robert & Bright, Inc.

Date: 1-26-09

  
Witness

Monroe County Regional Airport  
 DBE Program Update for FY 2009 Projects  
 January 28, 2009  
 TSI No. 3401-0603 (Amendment No. 5)

Phase: B/FI  
 No. Group  
 14 001

		Description	Pria	PM	ES	ES	\$4
		<u>DBE Program Update</u>					
1		Review Historic Information on Bidders and DBEs for the Projects Service Area	0	1	1	1	0
2		Review/Compare Realistic Subcontracting Possibilities for Project for Goal Development	0	1	1	1	0
3		Review/Submit/Coordinate Advertisement/Narrative Text Documenting the Updated DBE Methodology	1	1	2	3	1
		<b>Manhour Total</b>	<b>1</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>1</b>

Labor Expenses:

Employee Classifications:

Principal  
 Project Manager  
 Engineer V  
 Engineer III  
 Secretary IV

Billing Rate Estimated Manhours Estimated Cost

\$158.00 1 \$158.00  
 \$447.00 1 \$447.00  
 \$118.00 4 \$472.00  
 \$85.00 5 \$425.00  
 \$64.00 1 \$64.00

**Subtotal - Labor**

**14 \$1,558.00**

Direct Expenses:

Expense Description

Unit Unit Rate Estimated Units Estimated Cost

Printing Copies \$0.08 100 \$6.00  
 Telephone/Facsimile L.S. \$35.00  
 Postage L.S. \$25.00

**Subtotal - Expenses**

**\$66.00**

**Subtotal - DBE Plan Update**

**\$1,814.00**

**USE \$1,815.00**

Subconsultant Services (includes 1.1 multiplier)

DBE Program Update (Ken Weeden & Associates, Inc.)

Phase A - Research, Conduct Analysis of Firms for Projects \$2,300.00

Phase B - Develop Proposed FY 2009 Overall Goal \$1,890.00

Phase C - Develop Required Narrative Documentation and Publish Ad \$1,715.00

**Subtotal - DBE Program Update**

**\$5,905.00**

TR Multiplier

1.10

**Subtotal - DBE Program Update**

**\$6,490.00**

**Total - DBE Program Update**

**\$8,305.00**



**Proposal  
FOR PLANNING SERVICES**

Talbert & Bright Inc.  
DBE Program Update for FY 2009 Projects for:  
Oconee County Regional Airport, Seneca SC  
January 2009

Ken Weeden & Associates, Inc. Planning Consultants (KWA) proposes to update the FAA-required Disadvantaged Business Enterprise (DBE) overall goals and methodology for AIP-assisted projects at the **Oconee County Regional Airport, Seneca SC**, operated by Oconee County, according to the DBE regulations contained in 49 CFR Part 26. KWA proposes to provide the services described below:

I. Proposed Services (Phases A through C)

A. Develop the updated FY 2009 DBE Overall Goal and Methodology for the Airport, which meets all of the requirements of 49 CFR Part 26, based on projects proposed for FY 2009. In consultation with the designated Engineer, consider realistic subcontracting possibilities for each project for goal development; consider opportunities in both construction and in professional services. This shall consist of:

1. Establishing overall and/or contract DBE goals through the process of:
2. Developing a Step 1 Base Figure for the relative availability of ready, willing and able DBEs, using an FAA-acceptable methodology for the agreed-upon "market area", or project service area, and
  - a. Making appropriate adjustments, if necessary, to the base figure (Step 2), using methods acceptable to FAA and consistent with the regulation.
  - b. Proposing the estimated race-neutral and race-conscious split of the base figure.
  - c. Conducting public participation requirements of the regulation, i.e. consultation with representative minority and/or women contractor organizations, and publishing the notice to the public announcing the proposed overall goal methodology and its availability for 45-day public review and comment period.

This includes conducting the necessary demographic/market area analysis to determine the "relative availability" of DBEs by NAICS codes or similar acceptable means. This will be based on reviews of projected FY 2009 AIP projects/types at the Airport. This will also include reviewing historical DBE performance, historical bidders' lists, and/or collecting information from small and disadvantaged business development agencies.



- B. Develop the appropriate narrative text documenting the updated DBE methodology, to be typed and submitted to the FAA Civil Rights office on behalf of the Airport, after review and input by the designated Engineer. The DBE methodology shall conform to the requirements of 49 CFR Part 26. KWA will coordinate with the FAA concerning review and approval of the methodology, including follow-up.
- C. The services to be provided by KWA for this proposed Agreement do not include any responsibility for the following:
  - 1) Plan implementation, or monitoring for DBE program compliance.
  - 2) Development of plans/goals for Subpart F Concession Plans, or any similar revenue-generating activity.

## II. Information to be Provided by the Airport and/or Engineer

The Airport will provide the following information, services, and/or data to KWA:

- A. Available historic information on bidders and DBEs for the Projects Service Area. The identification of previous successful bidders on similar projects is necessary in order to help determine the airport's market area.
- B. Copy of a recent Disparity Study, Availability study or similar document if any has been completed and is available.
- C. Description of the FY 2009 projects and preliminary engineering cost estimates of the major work elements. This is necessary in order to evaluate the relative comparative costs of the major activities.
- D. Review of proposed DBE overall goal and methodology prior to submittal to the FAA.

## III. Compensation

The development and submission of the DBE program update for the Airport will be completed by KWA for a total fee of \$5,900.00 to be invoiced in full upon completion of the methodology.

## IV. Time of Performance

KWA will commence work on the date of execution of an Agreement for these services, and all work, as set forth above shall be completed within 30 days of that date, assuming the timely submission of all required support data and appropriate reviews by the Airport and/or Engineer.

V. Extra Services

If KWA is to provide extra services not specifically called for above, then upon authorization by the Airport, such services will be provided at agreed upon negotiated rates.

VI. Ownership of Materials

It is agreed that, upon receipt of final payment, all final documents, drawings, maps, and reports prepared by KWA under this proposal shall be considered the property of the Airport. However, KWA shall retain such copies thereof as it desires.

**EXHIBIT A:**  
**FEE/COMPENSATION PROPOSAL— OCONEE COUNTY REGIONAL AIRPORT**  
**FY 2009 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM UPDATE**

RWA proposes to complete all of the activities outlined in the attached proposed services for the Oconee County Regional Airport, i.e. Phases A through C, for a total not-to-exceed fee of \$5,900.00, according to the following breakdown, but subject to final negotiated scope of work.

**Oconee County Regional Airport FY 2009 DBE Program Update**

<u>Phase A:</u>	<u>Personnel</u>	<u>Billing Rate</u>	<u>Man Hours</u>	<u>Cost</u>
Research, conduct analysis of firms for projects	P-IV	101	8	808
	P.M.	162	6	972
	P-III	52	10	520
<b>Subtotals</b>				<b>2,300.00</b>

<u>Phase B:</u>	<u>Personnel</u>	<u>Billing Rate</u>	<u>Man Hours</u>	<u>Cost</u>
Develop proposed FY 2009 Overall Goal	P-IV	101	6	606
	P.A.	162	6	972
	P-III	52	6	312
<b>Subtotals</b>				<b>1,890.00</b>

<u>Phase C:</u>	<u>Personnel</u>	<u>Billing Rate</u>	<u>Man Hours</u>	<u>Cost</u>
Develop required Narrative Documentation and publish ad	P-IV	101	8	808
	P.A.	162	4	648
	P-III	52	4	208
<b>Subtotals</b>				<b>1,664.00</b>

<b>Grand Total</b>				<b>\$5,854.00</b>
PM = Project Manager	P-IV = Senior Planner	P-III = Planner	3	(say \$5,900.00)



MARK SANFORD, Governor  
JON OZMINT, Director

January 18, 2009

Mr. Marion E. Lyles, Chairman  
Georgetown Council  
250 Lyles Farm Lane  
Westminster, South Carolina 29683

Reference: Georgetown Detention Center  
Inspector: Robert E. Millam, Jr.

Dear Mr. Lyles:

Attached is a copy of the report on an inspection conducted at the above-referenced facility by an Inspector of this Division, along with a copy of the Fire Inspection Report and the Food Service Inspection Report, under provisions of South Carolina Code of Laws, Section 24-9-10 et seq., as amended. The purpose of this letter is to provide you with information so that you may initiate necessary action to meet the Minimum Standards for Local Detention Facilities in South Carolina.

Please complete a Corrective Action Response, indicating those measures taken to overcome the deficiencies noted on each Facility Inspection Report. Submit the information needed for them no later than April 15, 2009. A subsequent reinspection of your facility may be conducted to ascertain the progress being made to achieve compliance with the Minimum Standards and with all applicable Fire/Life Safety/Health requirements.

If you have any questions, or if we may be of further service, please do not hesitate to contact me at (803) 896-8582.

Sincerely,

Blake E. Taylor, Jr., Division Director  
Compliance, Standards, and Inspections

BLT/r:sg

Attachments

cc: See Distribution List attached.

DISTRIBUTION LIST:

cc: ✓ Mr. Dale K. Surratt, County Administrator  
Mr. James E. Singleton, Sheriff  
Mr. F. Steven Pruitt, Detention Director

**SOUTH CAROLINA DEPARTMENT OF CORRECTIONS  
DIVISION OF COMPLIANCE, STANDARDS, AND INSPECTIONS  
LOCAL DETENTION FACILITY INSPECTION REPORT**

County: Doonee Facility: Doonee County Detention Center  
 Street Address: 400 South Church Street, Volhalla, South Carolina 29091  
 Telephone: 864-835-4105 Home Detention Program No Work/Punishment Program Yes  
 Type I    II    III    IV X V    VI    VII    Juvenile No Designated Fee Yes PreContract No  
 Responsible Official: Mr. James F. Singleton Title: Sheriff  
 Administrator/Director: Major R. Steven Reutt, Detention Director  
 Governing Body: County Council Chairperson: Mr. Marion A. Lewis  
 Date of Last Inspection: 12/10/07 Year Began: 1978 Last Year Remodeled: 1981

	Adult		Juvenile		
	M	F	M	F	
Rated Capacity	108	24			122 (Total Rated Capacity)
Avg. Daily Pop (past 3 mos.)	140	26			166 (Total Avg. Daily Pop)
High Count (past 12 mos.)	192	50			Facility High Count: 242

**I. Security/Custodial Staff**

(Includes shift supervisors-excludes zeroed/checked security officers)

# Staff Officers	1st Shift	2nd Shift	3rd Shift	Special	Sub-Total	Total
Full-time Male	3	3	3	1	10	PT 20
Full-time Female	3	3	3	1	10	PT 0
Part-time Male					0	= 20
Part-time Female					0	Vacant 0
Vacant Positions					0	Security 0
Reserve Officers					0	Stand 20

**II. Administrative Staff (Indicates number and full-time (FT) or part-time (PT))**

Administration	Support	Treatment	Program	Total
Director <u>  </u> FT	Main	Doctor <u>  </u> Contract	Education	FT <u>  </u> 4
Asst Dir <u>  </u>	Food Serv <u>  </u> 2PT	SN <u>  </u> 1PT	Classified	PT <u>  </u> 1
Sec/Chief	Records <u>  </u>	IT <u>  </u>	Training <u>  </u> 1PT	<u>  </u> 8
Clerical <u>  </u> 1PT	Public Wks <u>  </u>	Multichk <u>  </u>	Religious <u>  </u>	Contract <u>  </u>
Other <u>  </u>	Other <u>  </u> 1PT	Network <u>  </u>	Other <u>  </u> 1PT	Volunteers <u>  </u>
Vacant <u>  </u>	Vacant <u>  </u>	Vacant <u>  </u>	Vacant <u>  </u>	Vacant <u>  </u> 0


III. Total Full-time (I+II) 24 Total Part-time (I+II) 0 Grand Total (I+II) 24

   This facility was found in compliance with standards.  
X This facility was found in non-compliance with the standards listed in 16 USC 1031(b), 1045(b), 1050, 1081, 2001, 2013(a) (b) (c) (e) (g) (h) (k) (l), 2014-1, 2035(a) (b), 2056, 2082

**ATTACHMENTS:**

- Rated Capacity Sheet
- Narrative Report
- Fire Inspection Report
- DMF Inspection Report

Inspected by: Robert E. Ellsworth Inspection Date: November 13, 2008  
 Reviewed by: John E. Singleton, Jr. Division Director  
 Compliance, Standards, and Inspections



**OCONEE COUNTY DETENTION CENTER  
NARRATIVE REPORT**

November 13, 2008

The annual inspection of the Oconee County Detention Center was conducted on November 13, 2008, by Mr. Robert E. Ellison, Jr., a Detention and Corrections Inspector. The following violations of the Minimum Standards for Local Detention Facilities in South Carolina for Type II/IV facilities were noted during this inspection:

1031 - Number of Personnel:

- (b) Each facility shall have sufficient personnel to provide twenty-four (24) hour supervision and processing of inmates, to arrange full coverage of all identified security posts, and to accomplish essential support functions.

The current facility staffing level does not allow leeway for training, sickness, leave, etc. Additional employees are badly needed. This deficiency is not just a security concern. It impacts all of the other facility operations and programs as well. Based upon the most recent analysis, this facility is severely understaffed.

1045 - Retention of Inmate Property:

Facility policy shall require that, whenever cash or personal property is taken from an inmate, the following actions shall be taken:

- (b) The property taken shall be kept under lock and key.

Due to the expanding inmate population, physical plant limitations, and antiquated design of this facility, adequate space and security for the storage of inmate personal belongings are not available.

1050 - Orientation:

An orientation program by the facility's staff shall be conducted for new inmates. The orientation shall include but not be limited to:



201

- (a) Information pertaining to facility procedures such as those concerning wake-up time, meals, mail, visiting, telephone, work, and medical care
- (b) Rules of conduct
- (c) Disciplinary procedures
- (d) Contraband
- (e) Information regarding available programs.

Reasonable accommodations shall be made for non-English speaking inmates, illiterate inmates, and inmates with disabilities.

An inmate orientation program that contains all items listed in this Standard as well as all other relevant information, and which provides accommodations for non-English speaking, illiterate, and disabled inmates, must be implemented.

#### 1991 - Classification Plans:

Each facility shall develop and implement a written classification plan to properly assign inmates to classification categories for placement in housing units based upon consideration of sex; age; sentenced/non-sentenced; criminal sophistication; seriousness of crime; assaultive/non-assaultive behavior; medical rules; and other criteria.

During times of facility overcrowding, adherence to an approved classification plan is not taking place.

#### 2001 - Rules and Disciplinary Penalties:

Each facility shall have established written rules and specific penalties for major and minor violations to guide inmate conduct. Such rules shall be stated simply and posted conspicuously in housing units and the booking area, or issued to each inmate upon admission.

Reasonable accommodations shall be made for non-English speaking inmates, illiterate inmates, and inmates with disabilities.

A rules and disciplinary penalties program that contains all items listed in this Standard as well as all other relevant information, and which provides accommodations for non-English speaking, illiterate, and disabled inmates, must be implemented.

Bill

2013 - Living Units - Existing Facilities Prior to July 1980:

Unless otherwise noted, this standard applies to all facilities which were operational or for which plans were submitted and approved prior to July 1980. Each such facility shall comply with the following requirements for living units:

- (a) The number of inmates occupying a cell, room, or dorm shall not exceed the rated capacity of the cell, room, or dorm when based upon the average daily population for the previous three months.

Based upon the average daily population for the last three months, the rated capacity is exceeded on a regular basis in most of the housing units. The high count figures greatly exceed this facility's rated capacity.

- (b) In an existing Type II facility, all cells or rooms with a minimum of thirty-five (35) square feet and less than seventy (70) square feet shall have a rated capacity of one (1) inmate.

Consistent overcrowding creates a violation of this Standard.

- (c) In an existing Type II facility, all cells or rooms of seventy (70) square feet or greater may be considered multiple occupancy cells or rooms, with rated capacity based upon a minimum of thirty-five (35) square feet per inmate.

The facility is non-compliant due to overcrowding.

- (e) Each facility shall provide dayroom (communal activity) space for each cellblock or cluster of rooms. (Any area within a dormitory or other living unit considered dayroom space shall not be added to the square footage when determining rated capacity.)

Because of overcrowding, the dayroom for women is being used to house inmates, resulting in a violation of this Standard.

- (g) Each facility shall provide a bed for each inmate.

819

During times of overcrowding, some inmates are sleeping on mattresses placed on the floor.

- (H) Each facility shall provide, in addition to the bed, a desk or approved writing surface; hooks or storage space; and a chair or stool for each inmate.

Not all of the items required by this Standard are available to each inmate.

- (I) There shall be a minimum of one (1) operable shower head for every twelve (12) inmates.

During times of overcrowding, the minimum ratio of shower heads to inmates is not being achieved.

- (N) Each facility shall have adequate space for the secure storage of inmate personal clothing, seasonal property, and institutional clothing and bedding.

There is a shortage of storage space in this facility.

#### 3014-1 - Special Purpose Cells:

Each facility shall have at least one (1) special-purpose cell or room that is designed to prevent injury to an inmate who may be under the influence of alcohol or narcotics, or for inmates who are uncontrollably violent or self-destructive. This room shall be subject to direct observation from a twenty-four (24) hour staff position.

The facility has no special purpose cell that meets all requirements of this Standard.

#### 3035 - Exercises:

Each facility shall develop and implement an exercise program which includes the following provisions:

- (a) For those inmates held more than seventy-two (72) hours, each inmate in the general population shall be given the opportunity to participate in at least one (1) hour of physical exercise each day outside the cell. When weather allows, a minimum of three (3) hours per week of such exercise should take place outdoors.

- (b) Whenever possible, three (3) hours per week of physical exercise away from the cell or room should be provided for any inmate confined to segregation. When weather allows, such exercise should take place outdoors.

Due to limited staffing, outdoor exercise as required by these Standards is not taking place.

The outdoor exercise area for the female inmates is provided inside the "crusty" contact visitation area. This is now considered as the permanent exercise area for women. This area is not readily available to the female inmate housing areas, and providing recreation for these inmates is staff intensive.

2086 - Health Appraisal:

The health appraisal data collection shall be completed within fourteen (14) days after admission and shall include:

- (a) Review of earlier receiving screening
- (b) Completion of medical, dental, and psychiatric history
- (c) Taking of height, weight, pulse, blood pressure, and temperature
- (d) Other examinations deemed appropriate by the responsible physician or his/her designee
- (e) Screening for communicable disease and, if medically indicated, testing for communicable disease.

This facility is not meeting the deadline for health appraisals, constituting a violation of the Standard.

2082 - Laundering of Bedding and Linens:

An adequate supply of bedding and linens shall be maintained so that the following laundry or cleaning frequencies may be adhered to:

- (a) Mattresses shall be disinfected or sanitized monthly and before re-issue.



Based upon the average daily population, the use schedule, and the condition of these mattresses, it is unlikely that this facility can or could properly sanitize or disinfect them. Furthermore, it appears that these mattresses are beyond their shelf life and are seriously compromised with rips, tears, holes, failed stitching, etc.

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS  
 DIVISION OF COMPLIANCE, STANDARDS, AND INSPECTIONS  
 RATED CAPACITY SHEET

*B.S.A.*

Facility: Oconee County Detention Center Type: IV Date: November 13, 2023

Cell Block/ Housing Unit	Pre-Trial Adult				Sentenced Adult				Juvenile			
	Male		Female		Male		Female		Male		Female	
	R/C	A/C	R/C	A/C	R/C	A/C	R/C	A/C	R/C	A/C	R/C	A/C
Spec. Purpose *												
Holding *	18	4										
Infirmary *												
Cell A	18	28										
Cell B	18	22										
Cell C	10	10										
Cell D	10	9										
Dorm A					8	8						
Dorm B					8	9						
Dorm C					8	12						
Dorm D					8	11						
Dorm E					8	11						
Dorm F					8	11						
Segregation A	4	4										
Female Cell A			9	11								
Female Dorm A							2	6				
Female Dorm B							3	10				
Subtotal:	60	74	9	11	48	62	5	19	5	6	0	0

Total R/C: 122 Total A/C: 164 (Total the date of the inspection)

NOTE: R/C = Rated Capacity; A/C = Actual Count  
 \* = Special Purpose Cells, Holding Cells, and Infirmary Beds are not part of the facility's rated capacity for permanent housing  
 \*\* = R/C only





# Inspection Report

Local Detention Center

South Carolina State Fire Marshal  
141 Memorial Hwy  
Columbia, SC 29201  
Phone: 803-895-6900  
Fax: 803-896-8825

Print Date:

11/14/2008

Inspection Date: 11/13/2008 11:00 AM  
Inspector Name: Randy Beebe  
Inspection Number: I-beeb-08-0842  
Inspection Cause: Periodic

### Inspected Party

Oconee County Detention Center  
(37)  
300 S Church St. Main Building  
Walhalla, SC 29691  
Phone: 864-839-4103

Occupancy Type: Institutional Group I-3 (Care 3)  
Property Use Type: Local Detention / Prison  
Violation Counts: 1  
Hrs: 1.00

### Requesting Agency

Department of Corrections

YOU ARE HEREBY NOTIFIED that this is an official ORDER of the South Carolina State Fire Marshal stating the defects found to exist in the herein referenced structure or building, and further requiring that you as owner, agent, or person in control of said structure or building have 30 days to complete the specified repairs or improvements.

You are further notified that the owner, agent, or party in control of said building or structure may APPEAL this ORDER within ten (10) days by going to the State Fire Marshal at the address above and signing the specified ground of appeal.

### Violation

Ref. Number: IFC (2003) 907 Fire Alarm and Detection Systems 907.20.2 Testing

Testing shall be performed, by SC licensed person, in accordance with the schedules in Chapter 10 of NFPA 72 or more frequently where required by the fire code official. Where automatic testing is performed at least weekly by a remotely monitored fire alarm control unit specifically tested for the application, the manual testing frequency shall be permitted to be extended to annual. Exception: devices or equipment that are inaccessible for safety considerations shall be tested (during scheduled shutdowns when approved by the fire code official, but not less than every 18 months).

Comment: Shall provide annual fire alarm test and the documentation to DSRM Randy Beebe 803-414-7036, Fax 803-260-4214.

### Comments

Requested by SDCO: Bob Ellison 803-312-4849. Major Steve Huff, Jail Administrator assisted on the inspection. The several violations noted 11/13/2008 were all been corrected. The detention center is rated for 122 inmates and was occupied by 105 inmates at time of inspection.

Sign Here





## Retail Food Establishment Inspection Report V4

EJ

Non-Compliant

Set Up Information	Audit	Other Information
<b>Location Number :</b> 37-208-00234 <b>Location Name :</b> O'CONNEL COUNTY LBC KITCHEN <b>Address :</b> S CHURCH ST  WALHALLA, SC 296810000 <b>Primary Contact Phone:</b> <b>Fax:</b> <b>E-Mail:</b>	<b>Audit :</b> Retail Food Establishment Inspection Report V4 <b>Type:</b> IC Routine Inspection <b>Date:</b> 05/25/2008 10:11:35 <b>Stop Date:</b> 12/31/9999 23:59:59 <b>Auditor:</b> BRYAN BAILL <b>Score:</b> 97/100 97%	

INSPECTION INFORMATION				
Question	Answer	Points	Total	Percent
<b>Category Total</b>		10	10	100%
CRITICAL RISK FACTORS				
Question	Answer	Points	Total	Percent
<b>Category Total</b>		40	40	100%
CRITICAL VIOLATIONS				
Question	Answer	Points	Total	Percent
<b>Category Total</b>		17	17	100%
VIOLATIONS				
Question	Answer	Points	Total	Percent
<b>Category Total</b>		30	33	90.91%
15. Food contact surfaces: clean, free of abrasives, detergents <b>Comments</b> <ul style="list-style-type: none"> <li>• General Comment <i>Clean dispenser area of coffee maker</i></li> </ul>	OUT	0	2	0%
22. Non-food-contact surfaces of equipment and utensils clean <b>Comments</b> <ul style="list-style-type: none"> <li>• General Comment <i>clean inside back entrance</i></li> </ul>	OUT	0	1	0%
DAR INFORMATION				
Question	Answer	Points	Total	Percent
<b>Category Total</b>		0	0	0%



## Retail Food Establishment Inspection Report V4

*207*

*Non-Compliant*

Set Up Information		Audit	Other Information
Location Number :	37-908-00234	Audit : Retail Food Establishment Inspection Report V4	
Location Name :	DCONNE COUNTY LLC KITCHEN	Type: 19 Routine Inspection	
Address :	S CHURCH ST  WALHALLA, SC 296970000	Date: 09/12/2008 10:11:01 Stop Date: 12/31/9999 23:59:59	
Primary Contact Phone:		Auditor: DRYAN BALL	
Fax:		Score: 98 / 100 = 98%	
E-Mail:			

INSPECTION INFORMATION				
Question	Answer	Points	Total	Percent
Category Total		10	10	100%
CRITICAL RISK FACTORS				
Question	Answer	Points	Total	Percent
Category Total		40	40	100%
CRITICAL VIOLATIONS				
Question	Answer	Points	Total	Percent
Category Total		17	17	100%
VIOLATIONS				
Question	Answer	Points	Total	Percent
Category Total		31	33	93.94%
19. Towel sanitization: proper concentration, clean, labeled				
Comments	OUT	0	2	0%
• Failure to store re-use cloths and sponges in an approved sanitizing solution.				
DAR INFORMATION				
Question	Answer	Points	Total	Percent
Category Total		0	0	0%



FOR YOUR INFORMATION  
February 8, 2009

**Beth Hulse**

**From:** Dale Surratt  
**Sent:** Monday, January 26, 2009 3:48 PM  
**To:** Beth Hulse  
**Cc:** Jim Alexander  
**Subject:** Please place as info in the next CC package

## High-speed train to Atlanta? Speed drives the vision

By Steve Harrison  
 sharrison@charlotteobserver.com  
 Posted: Sunday, Jan. 25, 2009

The Amtrak to Raleigh takes only 20 minutes longer than driving.

A train to the nation's capital is a 9.5-hour haul on the Carolinian, but the train leaves in the morning and arrives at Union Station for dinner. If time isn't precious, it's a nice way to begin a vacation.

Taking the train to points north and east of Charlotte isn't like riding Japan's bullet train, but it's better than rail options in most American cities. And it's certainly better than taking the train to Atlanta — a metro area of 5.3 million people that's only 250 miles away.

The sole Amtrak train to Atlanta leaves Charlotte at 2:45 a.m. It arrives 5.5 hours later. That's a good time for insomniacs, not so much for everyone else.

That nearly nonexistent service could be improved, however.

### Top speed today: 79 mph

This month, the federal government released a study that advanced high-speed rail between Charlotte and Macon, Ga., with a stop in Atlanta.

The study, conducted by the Volpe Center of the U.S. Department of Transportation, doesn't mean ground will be broken anytime soon, but it's better than nothing. The next step is for the transportation departments of North Carolina, South Carolina and Georgia to conduct a more detailed study to determine ridership, and what's the best train speed to keep construction costs low but also attract riders. The states are also seeking federal money to begin environmental studies.

The top speed for the Charlotte-Atlanta route today is 79 mph, but the average speed is much lower, making the train noncompetitive with the four-hour car trip.

So what would high-speed rail look like between Charlotte and Atlanta? The study lays out a few visions.

The study examined building the corridor to handle trains operating between 90 and 200 mph. A train running faster than 150 mph is unrealistic because of the added expense of electrifying and straightening the track. A 200 mph train would need an entirely new alignment, which is cost prohibitive.

### **Trips under 4 hours**

The most realistic service is between 90 and 110 mph. That would allow the trains to share some track with freight trains, and would require only small changes, such as building sidings to allow trains to pass.

A 90 mph train would take between 3 hours, 31 minutes and 3 hours, 51 minutes to travel from Charlotte to Atlanta, depending on the number of stops. It doesn't meet the definition of "high speed," which is generally considered to be faster than 125 mph.

But David Foster, project manager for the corridor at the N.C. DOT, said a train averaging 80 mph on curves and 110 mph on straightaways would be a good service.

"We are enamored with high speed," Foster said. "But we get more bang for our buck bringing curves up to 80 mph than running a short straightaway for 125 mph. If you could get an average speed of 90 mph with a couple of trains a day you'd be tickled to death."

Foster said he envisions building a corridor to handle 90 mph trains and establishing a market. Then incremental improvements could be made to up the speed by 10 or 15 mph, if there would be a demand for it.

The study assumes there would be as many as nine stops between uptown Charlotte and downtown Atlanta: Charlotte-Douglas Airport, Gastonia, Spartanburg, Spartanburg-Greenville airport, Greenville, Clemson, Toccoa, Gainesville and Atlanta north.

For a high-speed train, that's a large number of stops for a 250-mile trip. It's possible the airport stops might be cut, and it's unlikely that each train would make all stops.

Foster estimates there would be four daily trips between Atlanta and Charlotte.

It also assumes that Charlotte will have a new Amtrak station uptown, which is part of a plan by the Charlotte Area Transit System and the N.C. Department of Transportation to consolidate rail, Greyhound and transit uptown. The Georgia Department of Transportation is also planning a new downtown train station near the Georgia Dome and Phillips Arena.

### **Will the corridor be built?**

First, it will have to get in line.

The corridor that's farther along is a link from Charlotte to Washington, D.C., which was one of the original 11 high-speed corridors identified by the U.S. DOT in 1991.

And of course there's the problem of money. Foster estimates the cost of a 90-110 mph train would be about \$10-\$12 million per mile, making the Charlotte-Atlanta corridor a \$2.5 billion project.

For comparison, the Lyrx Blue Line cost about \$48 million per mile. The most recent section of

Interstate 485 cost about \$20 million per mile.

The working assumption at the N.C. DOT is that the federal government would pay for 80 percent of construction costs.

And Foster believes that a high-speed train between the cities could break even. He notes that the Carolinian, which runs between Charlotte and New York City, is one of Amtrak's best performing routes.

"The business case is solid," Foster said. "We capture less than two percent of the trips, but we operate in the black."

# State of South Carolina

## Governor's Proclamation

WHEREAS, severe burns are a leading cause of injury and death, especially among young children; and

WHEREAS, even though more than 75 percent of burn injuries and deaths are preventable, over 2 million people suffer burn injuries of some kind each year, with children accounting for one of every three burn victims; and

WHEREAS, the Shriners of North America operate four Shriners Hospitals across the nation that provide expert, innovative pediatric care free of charge to burned children; and

WHEREAS, the 2009 observance of Burn Awareness Week provides an opportunity to raise awareness of steps people can take to protect their families from devastating burn injuries while recognizing the Shriners for their continued support and care for young burn victims.

NOW, THEREFORE, I, Mark Sanford, Governor of the Great State of South Carolina, do hereby proclaim February 1-7, 2009, as

### BURN AWARENESS WEEK

throughout the state and encourage all South Carolinians to take appropriate precautions to protect their families from devastating burn injuries.



A handwritten signature in black ink, which appears to read "Mark Sanford".

MARK SANFORD  
GOVERNOR  
STATE OF SOUTH CAROLINA



Beth Hulse

---

From: topothesixth@bellsouth.net  
Sent: Tuesday, February 03, 2009 9:48 AM  
To: Beth Hulse  
Subject: ZEO Adoption and beyond

Dear Mr Dexter, Mr Thrift, Mr McCall, Mr Blanchard, Mr Suarez, Mr Surrency,

As a citizen and taxpayer of Oconee County I would like to openly thank Mr Suarez and Mr Blanchard for their efforts regarding the ZEO adopted last November, after a 22 month debate. For those of you not on board, or who feel more discussion is required, I would urge you to approve the Lake overlay as is. We need to protect all our natural resources from reckless development for the good of ALL residents and visitors to the area.

On another topic, please consider imposing ad signage restriction within the county. The last straw for me in this area of concern was the atrocious billboards that were erected in Bounty Land last fall. Please keep our county "golden" not an eye sore.

Thanks for listening....Tom Smolen, Seneca



You're invited to the Oconee Pickens Chamber Coalition Economic State of the Upstate!



The economy is the topic around most Upstate dinner tables every evening. The Oconee Pickens Chamber Coalition, in partnership with Duke Energy, is hosting a meeting to discuss the state of the Upstate's economy.

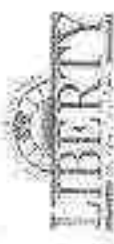
When: Thursday, February 26, 2009



3 p.m. to 5 p.m. – Economic State of the Upstate *(by invitation only to the Oconee Pickens Chamber Coalition members and Chamber Board of Directors)*



5:30 p.m. to 8 p.m. – Business After-Hours Chamber Member Social *(all chamber members in Oconee and Pickens County are invited)*



Where: Duke Energy's World of Energy (7812 Rochester Highway, Seneca, SC 29672)

The following panel of speakers will share their insights into the economy:

1. Bob Becker with Clemson University will focus on the current state of economic conditions in the Upstate, and how it affects our game plan.
2. Chris Przirembel, Vice President Research & Economic Development, Clemson University Research will share insight into some good business activities in the region helping to move us in a positive direction.
3. A Duke Energy representative will discuss energy topics and how Duke Energy is planning and preparing for the future.

