



# PUBLIC COMMENT

## SIGN IN SHEET

Tuesday, December 3, 2013

6:00 PM

**Limited to forty [40] minutes, four [4] minutes per person.**

Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker. As stated above, each speaker is restricted to a maximum of four [4] minutes.

**Citizens with comments related to a specific action agenda item will be called first.**

If time permits additional citizens may be permitted to speak on a non agenda items [at the discretion of the Chair].

### PRINT Information Below

	FULL NAME	AGENDA ITEM FOR DISCUSSION	NON-AGENDA ITEMS
1			
2			
3			
4			
5			<del>XX</del>
6	Brent Adams		X
7	Benny Michaels		
8			
9	Don McMAHAN	ORD 2013-32	
10			
11			
12			
13			
14			
15			
16			
17			
18			
19	B. J.		
20	B. J.		

Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group.

Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county.

All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

**NOTE:** Non Agenda Item matters can be addressed except for those which, due to law or proper protocol, would be inappropriate for public meetings of Council, such as, but not limited to, partisan political activity and/or comments.

Council may make closing comments directly following the public & extended public comment sessions if time permits.

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**ORDINANCE 2013-22**

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY IN OCONEE COUNTY AND THE CONVEYANCE OF CERTAIN REAL PROPERTY WITHIN THE GOLDEN CORNER COMMERCE PARK; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of that certain piece, parcel or tract of land situate in Oconee County consisting of approximately 57.59 acres, together with all improvements thereon (the "County Property"), the location and boundaries of such Property being within the property commonly known and referred to as the Golden Corner Commerce Park, and such County Property being generally shown and designated as "Lot B" on Exhibit A hereto; and

**WHEREAS**, Stone Mountain Industrial Park, Inc. a Georgia corporation (the "Company"), is the owner of that certain piece, parcel or tract of land situate in Oconee County consisting of approximately 57.59 acres, together with all improvements thereon (the "Company Property"), such Company Property having Oconee County TMS# 252-00-02-003; and

**WHEREAS**, the Oconee County Council (the "Council"), as the governing body of the County, has found and determined, and hereby finds and determines, that the County has a specific need for the Company Property, which is unique to the County, desires to facilitate the development of the County Property, and has found that the exchange of ownership of County Property and the Company Property between the two parties, subject to the terms and conditions of the Agreement (as defined below), is therefore in the best interest of the County; and

**WHEREAS**, the Council desires to authorize hereby the conveyance of the County Property to the Company for and in consideration of the conveyance by the Company to County of the Company Property (the "Property Exchange") in accordance with and subject to the terms and conditions of an Agreement for Conveyance of Real Property (the "Agreement") now before the Council, a copy of which Agreement is attached as Exhibit B hereto; and

**WHEREAS**, Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended, (the "Code") authorizes the County to own, acquire and transfer or otherwise dispose of interests in real property;

**NOW, THEREFORE**, be it ordained by Council, in meeting duly assembled, that:

1. All statements of the preamble of this Ordinance are hereby incorporated by reference, and adopted as findings of fact, specifically, but without limitation, supporting the need for the exchange in the form specified in the Agreement, by the Council.
2. Council hereby approves the Property Exchange, subject to and in conformity with the provisions of the Agreement.

3. The Administrator of the County (“Administrator”) shall be, and hereby is, authorized to execute and deliver the Agreement on behalf of the County in substantially the form attached as Exhibit B hereto, or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel, such Administrator’s approval to be deemed given by his execution of the Agreement.

4. The Administrator shall be, and hereby is, authorized to execute and deliver on behalf of the County a limited warranty deed conveying title to the County Property to the Company in accordance with the provisions of the Agreement in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.

5. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the Property Exchange in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.

6. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.

7. All orders, resolutions, and enactments of Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

8. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

**ORDAINED** in meeting, duly assembled, this 3<sup>rd</sup> day of December, 2013.

**ATTEST:**

\_\_\_\_\_  
Elizabeth Hulse,  
Clerk to Oconee County Council

\_\_\_\_\_  
Joel Thrift,  
Chairman, Oconee County Council

First Reading: August 20, 2013  
Second Reading: September 3, 2013  
Public Hearing: September 17, 2013  
Third Reading: December 3, 2013

Exhibit A

County Property

[see attached]

**Exhibit B**

**Agreement**

**[see attached]**

## **AGREEMENT FOR CONVEYANCE OF REAL PROPERTY**

**THIS AGREEMENT FOR CONVEYANCE OF REAL PROPERTY** ("Agreement"), made and entered into as of this \_\_\_ day of December, 2013 ("Effective Date"), by and between **OCONEE COUNTY, SOUTH CAROLINA**, a body politic and corporate and political subdivision of the State of South Carolina ("County"), and **STONE MOUNTAIN INDUSTRIAL PARK, INC.**, a corporation organized and existing under the laws of the State of Georgia ("Company").

**WHEREAS**, County is the owner in fee simple title to that certain piece, parcel or tract of land consisting of approximately 57.59 acres, together with all improvements thereon, if any (such land and improvements, the "County Property"), located on Highway 59 in planned "Golden Corner Commerce Park" and being a portion of Oconee County TMS# 332-00-01-010 and 332-00-01-011, the location and boundaries of such County Property being generally shown and designated as "Lot B" on Exhibit A attached hereto and by reference made a part hereof; and

**WHEREAS**, Company is the owner in fee simple title to that certain piece, parcel or tract of land located in the County consisting of approximately 57.59 acres, together with all improvements thereon, if any (such land and improvements, the "Company Property"), located on Sandifer Blvd. (aka Highway 123) and having Oconee County TMS# 252-00-02-003, the location and boundaries of such Company Property being generally shown on Exhibit B attached hereto and by reference made a part hereof; and

**WHEREAS**, County desires to convey the County Property to Company for and in consideration of the conveyance by Company to County of the Company Property, and Company desires to convey the Company Property to County for and in consideration of the conveyance by County of the County Property to Company, all in accordance with and subject to the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the respective covenants, representations and warranties herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**1. PROPERTY EXCHANGE.** Subject to the terms and conditions of this Agreement, County covenants and agrees to grant, bargain and convey unto Company, or such other person or entity as Company may designate to County in writing, all of County's right, title and interest in and to the County Property, and Company covenants and agrees to grant, bargain and convey unto County all of Company's right, title and interest in and to the Company Property.

For purposes of this Agreement: (a) each of County and Company are hereinafter referred to in their respective capacities as grantors of the County Property or Company Property, as applicable, as a "Grantor", and collectively in such capacity as "Grantors"; (b) each of County and Company (and Company's designee receiving title to the County Property pursuant to this Section) are hereinafter referred in their respective capacities as grantees of the County Property or Company Property, as applicable, as a "Grantee", and collectively in such capacity as "Grantees"; and the County Property and the Company Property are collectively hereinafter referred to as the "Property".

**2. REPRESENTATIONS, WARRANTIES AND COVENANTS.** As a material inducement for the mutual execution and delivery of this Agreement, in addition to warranties, representations, covenants, and undertakings contained elsewhere in this Agreement, the parties hereto hereby make the following representations, warranties and covenants:

2.1. Title to Property. Each Grantor represents and warrants that it is the sole owner of good, marketable and insurable fee simple title to the Property to be conveyed by such party as a Grantor hereunder. The Company Property is subject to an agricultural lease with a term expiring on December 31, 2013.

2.2. Existence and Authority. County is a body politic and corporate and political subdivision of the State of South Carolina, and has the power and authority under the laws of the State of South Carolina to execute and deliver this Agreement and all other agreements and documents executed in connection herewith and to consummate the transactions contemplated hereby and carry out and perform its obligations hereunder. Company is a corporation duly organized and validly existing in good standing under the laws of the State of Georgia, is qualified to do business in the State of South Carolina, and has the corporate power and authority to execute and deliver this Agreement and all other agreements and documents executed in connection herewith and to consummate the transactions contemplated hereby and carry out and perform its obligations hereunder. Each party hereto covenants and agrees that it has the right, power and authority to enter into this Agreement and to transfer and convey the Property to be conveyed by such party hereunder in accordance with the terms and conditions hereof, and this Agreement is a valid and binding obligation of each party hereto as of the date first set forth above. As of the Closing (as defined below), all necessary action shall have been taken by each party hereto authorizing the execution and delivery of all documents and instruments to be executed and delivered by such party at Closing. This Agreement, when executed and delivered, will be a valid and binding obligation of each party in accordance with its terms.

2.3. Taxes. Each Grantor represents and warrants that its respective Property is not subject to special taxes or assessments for roadway, sewer, or water improvements or other public improvements and such Property is free and clear of any tax liens except for ad valorem tax liens that are not yet due and payable.

2.4. Options and Contracts. Each Grantor represents and warrants with respect to its respective Property that no options or other contracts have been granted or entered into which are still outstanding and which give any other party a right to purchase any interest in such Property or any part thereof.

2.5. Condemnation Proceedings. Each Grantor represents and warrants that there are no condemnation or eminent domain proceedings pending against its respective Property or any part thereof and that it has received no notice, oral or written, of the desire of any public authority or other entity to take or use such Property or any part thereof.

2.6. Mechanic's Liens. Each Grantor represents and warrants that no payments for work, materials, or improvements furnished to its respective Property will be due or owing at Closing and no mechanics lien, materialman's lien, or other similar lien shall be of record against such Property as of Closing.

2.7. Pending Litigation. Each Grantor represents and warrants there is no claim, litigation, or other proceeding, the probable outcome of which will have a material adverse effect on the value of its respective Property or its intended use, pending or threatened before any court, commission, or other body or authority, and, further, neither Grantor has received written notification of any asserted failure of such Grantor or its Property to comply with applicable laws (whether statutory or not) or any rule, regulation, order, ordinance, judgment or decree of any federal, municipal or other governmental authority.

2.8. No Defaults. Each of County and Company represent and warrant with respect to itself that neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will:

(a) Conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument to which it or any predecessor is a party;

(b) Violate any restriction to which it is subject;

(c) Constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree, or order;

(d) Result in the acceleration of any mortgage or note pertaining to the Property to be conveyed by it hereunder or the cancellation of any contract or lease pertaining to such Property; or

(e) Result in the creation of any lien, charge or encumbrance upon any of the Property to be conveyed by it pursuant to the provisions of this Agreement.

2.9. Events Prior to Closing. Each of County and Company will not cause or permit any action to be taken which would cause any of their respective representations or warranties to be untrue as of the Closing. Each of County and Company agrees to immediately notify the other party in writing of any event or condition which occurs prior to Closing hereunder, which causes a change in the facts related to, or the truth of, any of its own representations.

2.10. Further Acts of Grantors. On or before the Closing, each Grantor will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may reasonably require by its respective Grantee or such Grantee's title insurance company to vest in and assure to such Grantor full rights in or to the Property to be acquired by such Grantee hereunder. Notwithstanding the generality of the foregoing, the County shall take all actions necessary prior to Closing to ensure that the County Property is a legally subdivided and separate tax parcel, in conformance with the applicable zoning and land development code or ordinance of the Oconee County.

2.11. Maintenance of Property. Between the date of this Agreement and Closing, each Grantor will continue to maintain the Property owned by it as it currently is maintained and exists; and shall not make or enter into any lease or other agreement for the use, occupancy or possession of all or any part of such Property without its Grantee's prior written approval.

2.12. Environmental Representations, Warranties and Covenants. Each Grantor represents and warrants for itself that:

(a) Neither itself nor, to its knowledge, any previous owner of the Property to be conveyed by such Grantor or any other person or entity has ever used, generated, processed, stored, disposed of, released, or discharged any Hazardous Substance on, under, about or in the vicinity of such Property or transported it to or from such Property, nor, to such Grantor's knowledge, has any party ever alleged that any such activities have occurred.

(b) No use of the Property by such Grantor or, to the best of such Grantor's knowledge, by or any other person has occurred which violates or has been alleged by any party to violate any applicable Environmental Law, nor is the Property to be conveyed by such Grantor subject to any restriction, lien or encumbrance related to any environmental matter.

(c) As used in this Agreement, "Hazardous Substance" shall mean and include all hazardous or toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents, radon and urea formaldehyde), and any other similar substances, or materials which are included or regulated by any local, state, or Federal law, rule order or regulation pertaining to environmental regulation, contamination, clean-up or disclosure (collectively, "Environmental Laws"), including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, as amended.

(d) Such Grantor has not received any oral or written notice of alleged violations of or liability under Environmental Law with respect to the Property to be conveyed by such Grantor hereunder by any governmental authority or other person and there are no judicial or administrative orders outstanding and no lawsuits, claims, proceedings (whether civil, administrative or criminal) or investigations pending, or to such Grantor's best knowledge threatened, relating to the ownership, use, maintenance or operation of the Property, nor is there any basis for such lawsuits, claims, proceedings or investigations being instituted or filed.

(e) To the best of each Grantor's knowledge, there are not now and never have been located or situated on or beneath the Property to be conveyed by such Grantor any (i) subsurface (underground) tanks; (ii) underground piping or lines associated with aboveground tanks; or (iii) septic tanks, leach fields or similar features.

(f) To the best of such Grantor's knowledge, there are no polychlorinated biphenyls on the Property to be conveyed by such Grantor.

(g) To the best of such Grantor's knowledge, there is no lead based paint, asbestos or asbestos containing material incorporated in the improvements on the Property to be conveyed by such Grantor, if any.

(h) To the best of such Grantor's knowledge, no condition exists, and no event has occurred related to the Property to be conveyed by such Grantor hereunder or the Grantor's past or present operations, which with the passing of time or the giving of notice or both, would constitute a violation of Environmental Law or otherwise give rise to costs, liabilities, obligations or to the need for investigation or corrective action under any Environmental Law.

2.13. Access. Each of the County Property and the Company Property is contiguous to the right-of-way of Highway 59 and Sandifer Blvd., respectively, and to the best of such Grantor's knowledge, the right of access to and from the Property over such rights-of-way is not limited or restricted in any manner; provided, however, that with respect to the County Property, an access easement for construction and maintenance of road with associated utilities providing ingress and egress between the boundary of the County Property and Highway 59 will be necessary, which easement shall be negotiated and the form approved by the parties during the Review Period, and which shall be executed and delivered by the County at Closing (the "County Easement"). Such private access easement will be terminated upon completion and dedication of the entrance road as set forth in Section 2.14 below.

2.14. Road Construction. Subject to appropriation of funds for such purpose by the County Council of the County, the County shall be solely responsible for construction of all roads within Golden Corner Commerce Park, as the Park is developed over time. With respect to Road "A" and Road "B" as shown on Exhibit A, County anticipates completion of such roads and associated drainage improvements by July 1, 2014, and, subject to timely appropriation of sufficient funds for such purpose by the County Council of the County, will use its best efforts and seek in good faith to complete construction of such roads and associated drainage improvements by such date. Development of the Golden Corner Commerce Park shall occur substantially as shown on the park plan attached as Exhibit A, with such reasonable modifications or variations as may be deemed appropriate by County which do not negatively impact access to, or the use or value of, the County Property. The parties agree to cooperate to mutually approve locations of all utilities and infrastructure affecting the County Property, including domestic and fire protection water lines, and any shared stormwater drainage and detention facilities.

2.15. Utilities. Except as set forth below in this Section 2.15 and in Section 2.16, to the best of each Grantor's knowledge, all utilities required for the development of the Property to be conveyed by it hereunder are available to such Property. Notwithstanding the foregoing, with respect to the County Property, the County shall, at its sole expense, cause to be constructed and available to the boundary of the County Property industrial quantities of domestic and fire protection water, and telecommunications utilizing fiber optic lines (collectively, the "Utilities"). All Utilities shall enter the County Property either through adjoining public streets, or if such Utilities pass through adjoining private lands, in accordance with valid public or private easements which will inure to the benefit of Company. County anticipates the installation of the Utilities to be completed by March 1, 2015, and, subject to timely appropriation of sufficient funding for such purpose by the County Council of the County, will use its best efforts and seek in good faith to cause such installation of the Utilities to the County Property on or before such date. The parties acknowledge that electric power is not currently available to serve the County Property, and that the County will not be responsible for bringing power to the County Property. The County intends, but shall not be obligated, to negotiate the terms of an agreement with Blue Ridge Electric Cooperative pursuant to which the County will convey a parcel of real property within or adjacent to Golden

Corner Commerce Park to Blue Ridge Electric Cooperative in exchange for Blue Ridge Electric Cooperative's construction of an electric substation in Golden Corner Commerce Park, which substation would provide suitable quantities of electricity to the County Property and other properties within Golden Corner Commerce Park, such agreement to contain such terms and provisions as may be desired by the County in its sole discretion.

2.16. Sanitary Sewer. Except as set forth below, to the best of each Grantor's knowledge, sanitary sewer required for the development of the Property to be conveyed by it hereunder are available to such Property. Notwithstanding the foregoing, with respect to the County Property, the County shall cause sanitary sewer to be constructed and available to the boundary of the County Property to provide industrial quantities of sanitary sewer. Such sanitary sewer shall enter the County Property either through adjoining public streets, or if such sanitary sewer shall pass through adjoining private lands, in accordance with valid public or private easements which will inure to the benefit of Company. County anticipates extension of sanitary sewer to the County Property shall be completed by March 1, 2015 and will use its best efforts and seek in good faith to cause such sanitary sewer extension to the County Property on or before such date. The parties agree to cooperate to mutually approve locations of all sanitary sewer to serve the County Property.

2.17. Industrial Park Covenants. The County Property is currently subject to that certain Declaration of Covenants, Conditions and Easements for Golden Corner Commerce Park, dated April 3, 2012 (the "Declaration"). During the Review Period, Company may submit to County written requests for specific reasonable modifications and amendments of the Declaration which Company deems necessary or advisable to preserve and protect the value of the County Property. County may, but shall be under no obligation to, make such modifications and amendments to the Declaration; provided, however, that if County refuses or fails to make the modifications or amendments to the Declaration requested by Company in writing during the Review Period, Company shall have no obligation to close on the transactions contemplated hereby.

2.18. AS IS SALE. OTHER THAN THE SPECIFIC REPRESENTATIONS AND WARRANTIES HEREIN, EACH GRANTOR HEREUNDER MAKES NO REPRESENTATIONS, WARRANTIES, OR PROMISES REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES OR PROMISES AS TO THE PHYSICAL OR ENVIRONMENTAL CONDITION, LAYOUT, FOOTAGE, ZONING, UTILITIES, PRESENCE OF HAZARDOUS MATERIALS, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY OR ITS CONVEYANCE OF THE PROPERTY TO ITS GRANTEE. EACH GRANTEE HEREUNDER AGREES THAT NO SUCH REPRESENTATIONS, WARRANTIES OR PROMISES HAVE BEEN MADE AND AGREES TO TAKE THE PROPERTY TO BE CONVEYED TO IT HEREUNDER "AS IS." EACH GRANTEE HEREUNDER REPRESENTS TO ITS GRANTOR HEREUNDER THAT SUCH GRANTEE HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY TO BE ACQUIRED BY SUCH GRANTEE HEREUNDER AS ARE DESIRED BY SUCH GRANTEE, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF THE GRANTOR OF SUCH PROPERTY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SUCH GRANTOR AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS PROVISION SHALL SURVIVE CLOSING.

**3. SURVIVAL OF REPRESENTATIONS AND WARRANTIES.** All statements contained in any exhibit, schedule, document, or certificate or other instrument delivered by or on behalf of any party hereto, or in connection with the transactions contemplated hereby, shall be deemed representations and warranties hereunder by such party. All representations, warranties and covenants made by the parties to this Agreement or pursuant hereto shall survive any investigations made by or on behalf of the parties, the execution and delivery of this Agreement, and the Closing.

**4. CONDITIONS PRECEDENT TO OBLIGATIONS.**

4.1. Review Period. Each Grantee shall have a period (the "Review Period") commencing on the date hereof and expiring ninety (90) days thereafter to do the following, each of which shall be a condition precedent to such party's obligations hereunder:

(a) To conduct, at its cost, any and all inspections, engineering and feasibility studies upon and with respect to the Property to be acquired by such Grantee hereunder, including, but not limited to environmental inspections and studies, which such party deems necessary, in an effort to determine whether or not to proceed with the Closing. Without limitation of the generality of the foregoing, it is agreed that each Grantee's inspection of the Property to be acquired by it hereunder may include soil borings, surface water and groundwater testing and analysis, boundary, structural, topographical, and other surveys and any other studies and/or tests desirable for such Grantee to determine that the Property is suitable for its intended purpose. In this regard, each Grantor hereby agrees that each Grantee, and/or each Grantee's agents or employees, may have unlimited access to the Property to be acquired by such Grantee hereunder during such Review Period to conduct such studies and inspections. Upon completion of such inspections, each Grantee shall restore the surface of the Property to substantially the same condition of the surface on the date hereof after all such tests and inspections are completed.

(b) To obtain a commitment for owner's title insurance (issued by a title insurance company acceptable to such Grantee) on standard ALTA Owner's Policy Form (2006) (together with copies of all instruments and plats evidencing exceptions stated therein), by which commitment the title insurance company agrees to insure the fee simple title to the Property to be acquired in such Grantee in an amount equal to the insurable value of the Property for title insurance purposes subject only to exceptions acceptable to such Grantee.

(c) To obtain a survey of the Property to be acquired by such Grantee, such survey disclosing rights-of-way, easements, encroachments or other encumbrances upon such Property acceptable to such Grantee.

(d) To obtain such assurances or approvals from the appropriate governmental authorities as such Grantee deems necessary in relation to such Grantee's intended use of the Property to be acquired by such Grantee or the environmental condition of such Property. In connection therewith, within ten (10) days from the Date of this Agreement, each Grantor shall deliver or make available to each Grantee true and correct copies of all contracts, leases, documents, agreements or other information which affects the use,

condition (including environmental condition), operation or ownership of the Property being conveyed by such Grantor. Each Grantor agrees to use its best efforts to cooperate with its respective Grantee so that such Grantor shall deliver to such Grantee any item in the possession or control of such Grantor related to the Property to be conveyed by such Grantor which such Grantee would like to receive and inspect.

4.2. Termination of Agreement. Prior to the expiration of the Review Period, each Grantee shall have the right to terminate this Agreement in its sole discretion based on such Grantee's findings during the Review Period (or for any other reason whatsoever), in which event this Agreement shall be void, and neither party shall have any further obligation hereunder.

4.3. Status of Title. At Closing each Grantor shall deliver the Closing Documents (as such term is defined below) to its respective Grantee as provided by Section 6.2 below, and shall be capable of conveying, and the Closing Documents will purport to convey, good and marketable fee simple title to the Property to be conveyed by such Grantor hereunder to the applicable Grantee subject only to encumbrances and title exceptions acceptable to such Grantee. No Grantor shall create, cause or permit any encumbrance, impairment or transfer of title to the Property to be conveyed by such Grantor hereunder, other than as specifically provided herein; provided, however, that no Grantor shall have any obligation to cure, have the Property released from or terminate any encumbrance on, impairment of, or lien against the Property owned by such Grantor that is caused by the Grantee of such Property or related to such Grantee's activity on or use of such Property.

5. **CLOSING.** The property conveyances contemplated hereunder shall be consummated at the closing (referred to herein as the "Closing") which shall take place no later than the date which is thirty (30) days following the last day of the Review Period. The Closing shall take place at the offices of County's counsel:

McNair Law Firm, P.A.  
104 S. Main Street, Suite 700  
Greenville, SC 29601

In lieu of making a personal appearance at said place of Closing, a party may cause the documents and the proceeds to be delivered by such party at Closing to be delivered and tendered in escrow at said place for Closing at or prior to the time and date for Closing. Possession of the Property shall be given to the Grantee on the date of Closing.

6. **GRANTOR'S DELIVERIES.** In addition to other conditions precedent set forth elsewhere in this Agreement, each Grantor shall deliver to its respective Grantee all of the following documents and items, the delivery and accuracy of which shall further condition such Grantee's obligations to consummate the property trade herein contemplated:

6.1. Items Delivered Within Ten (10) Days. Each Grantor shall deliver all of the following in such Grantor's possession or control to its respective Grantee within Ten (10) days following the Date of this Agreement:

(a) Results of any soil boring tests with respect to the Property to be conveyed by such Grantor hereunder;

(b) All building plan drawings, surveys and topographical renderings of the Property to be conveyed by such Grantor hereunder;

(c) All environmental studies of, and any environmental permits or approvals with respect to, the Property to be conveyed by such Grantor;

(d) Copies of all leases, licenses or other agreements for use or occupancy of the Property to be conveyed by such Grantor hereunder.

6.2. Items Delivered to Grantees at Closing. Each Grantor shall deliver the following items (collectively, the "Closing Documents") at Closing to its respective Grantee:

(a) A limited warranty deed, satisfactory in form and substance to such Grantee or such Grantee's title insurance company, conveying good and marketable fee simple title to the Property to be conveyed to such Grantee hereunder, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this Agreement.

(b) An Owner's Affidavit, lien waiver, and or other agreements and affidavits satisfactory for the purpose of removing the "standard" exceptions from such Grantee's Owner's Title Insurance Policy for the Property to be conveyed by such Grantor hereunder; provided, however, that any such agreement or affidavit shall not contain any provision requiring indemnification by the Grantor of the affiant.

(c) The County Easement will be delivered by the County, in the form approved prior to the end of the Review Period as set forth in Section 2.13 above.

**7. GRANTEE'S DELIVERIES AT CLOSING.** At the Closing, each Grantee shall deliver the following to its respective Grantor:

7.1. Such documents as may be required or as may be reasonable or necessary to consummate and close the transactions contemplated herein pursuant to the terms and provisions of this Agreement.

7.2. Copies of such documents and resolutions as may be acceptable to its Grantor's counsel evidencing the authority of the person signing the documents to be executed by such Grantee at the Closing.

**8. PRORATIONS/DEPOSITS.** All real property taxes for the Property to be conveyed by Company hereunder shall be prorated between County and Company as of the Closing Date and Company shall pay to County the estimated amount of such taxes having accrued for the current tax year to the date of the Closing Date based on information available at Closing. If, when tax bills are issued by the County for the property tax year in which the Closing occurs, the estimated taxes used for the proration under this Section are shown to be inaccurate, the parties shall promptly adjust such proration and make the necessary payment to reflect such adjustment.

**9. FEES AND EXPENSES.** Each Grantee shall pay for the title insurance premiums due in connection with the issuance of such Grantee's owner's title insurance policy; the cost of any survey ordered by such Grantee, any Phase I Environmental Audit or other environmental

investigation performed by such Grantee, and any and all other costs and fees associated with such Grantee's investigation or purchase of the Property acquired by such Grantee. Each Grantor shall pay for all deed filing fees (formerly known as documentary tax stamps) incurred with respect to such deed, and other miscellaneous out-of-pocket expenses incurred by such Grantor in connection with the transactions contemplated hereby. The County shall be responsible for all costs incurred in connection with subdivision platting for the County Property, if required. Each party shall each pay its own legal and accounting fees related to the transactions contemplated hereby. The parties hereto covenant and agree that no brokerage fees or real estate commissions are or shall be due or owing in connection with the transactions contemplated hereby or in any way with respect to the conveyance of the Property.

**10. CONDEMNATION OR CASUALTY LOSS.** In the event of condemnation or receipt of notice of condemnation or taking of any part of the Property by governmental authority prior to the Closing, or any material casualty loss to the Property prior to Closing, the Grantee of such portion of the Property hereunder shall, at its option, have the right to terminate this Agreement. After Closing, all risk of loss due to condemnation or casualty shall lie with the Grantee.

**11. DEFAULT.** In the event either party hereto breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed, the non-breaching party at its option shall: (i) be entitled to thereafter exercise any and all rights and remedies available to such non-breaching party at law and in equity, including without limitation the right of specific performance; or (ii) be entitled, upon giving written notice to the breaching party, as herein provided, to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

**12. MISCELLANEOUS**

12.1. Completeness; Modification. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein and it supersedes all prior discussions, undertakings or agreements between the parties. This Agreement shall not be modified except by a written agreement executed by both parties.

12.2. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective, heirs, devisees, personal representatives, successors and assigns.

12.3. Governing Law. This Agreement shall be governed by and construed under the laws of the State of South Carolina.

12.4. Headings. The headings as used herein are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties set forth herein or limit the provisions or scope of this Agreement.

12.5. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

12.6. Time of Essence. Both parties hereto specifically agree that time is of the essence to this Agreement with respect to the performance of the obligation of the parties under this Agreement.

12.7. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be deemed appropriate by the parties, all of which shall comprise one (1) agreement.

12.8. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by First Class, Registered or Certified Mail, return receipt requested, postage prepaid, as follows:

(a) If to Company:

Stone Mountain Industrial Park, Inc.  
P.O. Box 67  
Tucker, Georgia 30085-0067  
Attn: Russell D. McKellar

With a Copy to:

Michael G. Kerman, Esq.  
Sutherland Asbill & Brennan LLP  
999 Peachtree Street N. E. – Suite 2300  
Atlanta, Georgia 30309-3996

(b) If to County:

Oconee County, South Carolina  
Attn.: Oconee County Administrator  
415 South Pine Street  
Walhalla, South Carolina 29691

With a copy to:

McNair Law Firm, P.A.  
Attn.: Thomas L. Martin, Esq.  
132 East Benson Street, Suite 200  
Anderson, SC 29624

Any such notice, request, consent or other communications shall be deemed received at such time as it is personally delivered or on the fifth business day after it is so mailed, as the case may be.

12.9. Assignment. Neither this Agreement nor any rights or obligations created or existing under this Agreement may be assigned by either party without the prior written consent of the other party hereto.

12.10. Invalid Provisions. In the event any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

12.11. Attorney's Fees. If either party brings an action or proceeding involving this Agreement, the prevailing party (the party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and court costs.

[execution page follows]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written above.

**COUNTY:**

OCONEE COUNTY, SOUTH CAROLINA

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

**COMPANY:**

STONE MOUNTAIN INDUSTRIAL PARK, INC.

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

Exhibit A

County Property



Exhibit B

Company Property



STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**ORDINANCE 2013-36**

AN ORDINANCE TO CONDITION FUTURE PAYMENTS TO THE OCONEE JOINT REGIONAL SEWER AUTHORITY ON THE RECEIPT AND SUFFICIENCY OF DETAILED INVOICES FROM THE OCONEE JOINT REGIONAL SEWER AUTHORITY; TO FORMALLY REQUEST THAT A MEMBER OF THE OCONEE COUNTY COUNCIL AND THE OCONEE COUNTY ADMINISTRATOR REPRESENT OCONEE COUNTY AT ANY AND ALL FUTURE MEETINGS OF THE OCONEE JOINT REGIONAL SEWER AUTHORITY; AND OTHER MATTERS RELATED THERETO.

**WHEREAS**, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its governing body, the Oconee County Council (the "County Council"), has previously adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "County Code"), as amended, from time to time; and,

**WHEREAS**, pursuant to the authority established in Article VIII, Section 13 of the State Constitution, and particularly the authority established in Section 6-1-20 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), local governments, including counties, municipalities, and governmental entities, may enter into intergovernmental agreements (the "Agreement") with each other to provide joint public facilities and services when considered mutually desirable; and,

**WHEREAS**, the Oconee Joint Regional Sewer Authority (The "OJRSA") is a governmental entity and body politic of the State created by an Agreement entered into between the Cities of Seneca, Walhalla, and Westminster (collectively the "Parties"), pursuant to Chapter 25 of Title 6 of the Code (the "Joint Authority Water and Sewer Systems Act"), and is authorized to engage in the collection for treatment of wastewater; and,

**WHEREAS**, pursuant to Section 6-25-100(11) of the Joint Authority Water and Sewer Systems Act, the OJRSA has the power to make contracts and execute instruments or documents necessary or convenient to carry on the business of the OJRSA; and,

**WHEREAS**, pursuant to Section 4-9-30(3) of the Code, and particularly Section 6-25-30(C) of the Joint Authority Water and Sewer Systems Act, the County, within the authority granted by the State Constitution and the Joint Authority Water and Sewer Systems Act, and subject to the general laws of this State, has the power to make and execute contracts and Agreements with the OJRSA; and,

**WHEREAS**, pursuant to the foregoing authorities, the OJRSA and the County, through authorization from their respective governing bodies, as required by the Code, previously authorized and executed several Agreements (the "Genesis Documents"), that among other things, set forth certain rights, privileges, duties, and obligations of the Parties with regard to each other; and,

**WHEREAS**, since the execution and delivery of the Genesis Documents, time has passed and events have occurred that raised questions, on the County's part, regarding the governance of the OJRSA - these items of concern include, without limitation: voting rights issues, project approval, County funding, use of County funds in the manner and for the purposes listed in the Genesis Documents, County participation, management succession, legal representation, master planning, and accounting policies (the "Governance Concerns"); and,

**WHEREAS**, the voters of Oconee County, voting in a public referendum during the general election of 2012, overwhelmingly approved the use, by the County of ad valorem tax dollars to contract and operate a County sewer utility, thereby completely obviating the original need for the OJRSA, from the County's perspective; and,

**WHEREAS**, debt obligations originally belonging to the Oconee County Sewer Commission, which were one of the justifications for the payment of an annual amount of Six Hundred and Ten Thousand Dollars (\$610,000.00) (the "Annual Payment") from the County to the OJRSA, to be used by the OJRSA exclusively for sewer projects in the unincorporated portion of the County, have long since been retired; and,

**WHEREAS**, the Annual Payment has been made by the County faithfully since 2008, but the County has never received a complete and accurate accounting for the use of those funds, despite many oral and written requests therefore; and,

**WHEREAS**, pursuant to the foregoing authorities and because of Governance Concerns, and the other reasons noted, the County, through authorization from its governing body, as required by the Code, intends to condition any and all future payments of the Annual Payment and all other County payments to the OJRSA, pending the timely receipt and sufficiency, in the County's reasonable determination, of detailed invoice(s) from the OJRSA, listing the uses of such monies in the unincorporated areas of the County and giving a complete, detailed accounting of all such uses for all Annual Payments, from the outset to date, all subject to the sole reasonable approval of the County Council; and,

**WHEREAS**, pursuant to the foregoing authorities and because of Governance Concerns, the County, through authorization from its governing body, as required by the Code, further intends to direct the County Administrator to formally request of the governing body of the OJRSA that the County be represented by a member of the County Council and the County Administrator at any and all future OJRSA meetings to address the County's Governance Concerns, before all future Annual Payments are made:

**NOW, THEREFORE**, it is hereby ordained by the Oconee County Council, in meeting duly assembled that:

1. The statements of fact and policy from the preamble of this Ordinance are hereby adopted, as findings of fact, by the County Council, in their entirety, and are hereby adopted by reference, as part of the ordaining language of this Ordinance as fully as if set forth verbatim herein. It is the specific intent of the County Council to enact an ordinance that is fully authorized by the law and Constitution of the State, and is consistent with and does not violate State law.

2. The County, through the authorization of the County Council, hereby instructs the County Administrator to condition any and all future payments to the OJRSA, including, without limitation, payment of the Annual Payment, pending the timely receipt and sufficiency, in the County's reasonable determination, of detailed invoice(s) from the OJRSA, listing the uses of such monies in the unincorporated areas of the County and giving a complete, detailed accounting of all such uses for all Annual Payments, from the outset to date, all subject to the sole, reasonable approval of the County Council.
3. The County, through the authorization of the County Council, hereby directs the County Administrator to formally request of the governing body of the OJRSA that the County be represented by a member of the County Council and the County Administrator at any and all future OJRSA meetings to address the County's Governance Concerns, before all future Annual Payments are made.
4. The County Administrator is hereby authorized and directed to take any and all actions required of the County, or that he may deem desirable in his sole discretion, to give effect to the acts of the County Council as contemplated herein.
5. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
6. All ordinances, orders, resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
7. All other terms, provisions, and parts of the County Code not amended hereby, directly or by implication, shall remain in full force and effect.
8. This Ordinance shall take effect and be in full force and effect from and after the third reading and the public hearing and enactment by the County Council in accordance with the County Code.

Ordained in meeting, duly assembled, this \_\_\_ day of \_\_\_\_\_, 2013.

**ATTEST:**

\_\_\_\_\_  
 Elizabeth Hulse,  
 Clerk to Oconee County Council

\_\_\_\_\_  
 Joel Thrift,  
 Chairman, Oconee County Council

First Reading:        November 19, 2013  
 Second Reading:     December 3, 2013  
 Public Hearing:        \_\_\_\_\_  
 Third Reading:        \_\_\_\_\_

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
**ORDINANCE 2013-32**

**AN ORDINANCE TO AMEND OCONEE COUNTY ORDINANCE 2013-01 "AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE GENERAL CAPITAL PROJECT FUND, AND FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2013 AND ENDING JUNE 30, 2014" IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its duly elected County Council (the "County Council"), has heretofore adopted and enacted Oconee County Ordinance 2013-01, "An Ordinance to establish the budget for Oconee County and to provide for the levy of taxes for ordinary county purposes, for the Tri-County Technical College Special Revenue Fund, for the Emergency Services Protection Special Revenue Fund, for the Road Maintenance Special Revenue Fund, for the Victim Services Special Revenue Fund, for the Bridge and Culvert Capital Project Fund, for the General Capital Project Fund and for the Economic Development Capital Project Fund, all in Oconee County for the Fiscal Year beginning July 1, 2013 and ending June 30, 2014" (the "Budget Ordinance"); and

**WHEREAS**, Oconee County has installed, or is the process of installing a Metro Ethernet, known as Oconee FOCUS, pursuant, in part, to a federal grant, and will provide services from that ethernet to other providers, for a fee, who will then provide direct service ("Last Mile") to users in Oconee County; and

**WHEREAS**, Oconee County and Oconee FOCUS are not a "Common Carrier", as defined in Federal telecommunications law, and will not be a Common Carrier and do not wish to become a Common Carrier, with respect to Oconee FOCUS, and therefore will individually negotiate every contract for service or services with respect to Oconee FOCUS; and

**WHEREAS**, County Council desires to establish the parameters and guidelines under which pricing will be established for negotiated contracts for service and services under Oconee FOCUS, and delegate to the Oconee County Administrator the direction and authority to

implement those parameters and guidelines and to negotiate and to execute such individually negotiated contracts on behalf of Oconee County; and

**WHEREAS**, Attachment A to the Budget Ordinance is the list of Council-approved provisos to the Budget Ordinance; and

**WHEREAS**, the County needs to amend Attachment A to the Budget Ordinance, in order to add a proviso (Section 18, currently), including the parameters and guidelines to be used by the Oconee County Administrator in negotiating and executing the individually negotiated contracts under Oconee FOCUS, as an attachment to such Provisos; and

**WHEREAS**, Oconee County, acting by and through the Oconee County Council, therefore desires to amend Attachment A to the Budget Ordinance to include a proviso (Section 18, currently), including the parameters and guidelines to be used by the Oconee County Administrator in negotiating and executing the individually negotiated contracts under Oconee FOCUS reflected in the attachment to this Ordinance, as an attachment to such Provisos; and to direct and authorize the Oconee County Administrator to individually negotiate and execute individual contracts under Oconee FOCUS in accordance with the proviso (Section 18, currently) to Attachment A of the Budget Ordinance and the attachment to this Ordinance;

**NOW, THEREFORE**, it is hereby ordained, by Oconee County Council, in meeting duly assembled that:

1. Attachment A to the Budget Ordinance is hereby amended by adding a new proviso ((Section 18, currently) and attachment thereto) to the Budget Ordinance in the form and contents of the attachment to this Ordinance.

2. The Oconee County Administrator is hereby authorized and directed to negotiate and execute individually negotiated contracts for Oconee FOCUS in accordance with this Ordinance and its Attachments.

3. Oconee County and Oconee FOCUS are not and are not to become "Common Carriers" for the purposes of Federal telecommunications law or any other law.

4. All other parts, terms, and provisions of the Budget Ordinance, including all attachments thereto, not otherwise specifically amended, directly or by implication, by this Ordinance, remain in full force and effect.

5. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect.

6. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

7. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

8. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**ATTEST:**

\_\_\_\_\_  
Elizabeth Hulse,  
Clerk to Oconee County Council

\_\_\_\_\_  
Joel Thrift,  
Chairman, Oconee County Council

First Reading:           October 1, 2013  
Second Reading:       December 3, 2013  
Third Reading:         \_\_\_\_\_  
Public Hearing:         \_\_\_\_\_

**ATTACHMENT 1**  
**OCONEE COUNTY ORDINANCE 2013-32**

The new proviso Section 18 to be added to Attachment A (“Provisos”) of Oconee County Ordinance 2013-01, will read as follows:

**Section 18.** The Oconee County Administrator is authorized and directed to negotiate and execute, on behalf of Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, individually negotiated contracts for service and services under Oconee FOCUS, in accordance with the parameters and guidelines attached to these provisos as Attachment 2 (to the provisos (Attachment A) of the Oconee County budget ordinance).

## **Attachment 2 to Attachment A of 2013-01 for Oconee FOCUS**

### **Oconee County Pricing Considerations**

**August 27, 2013**

**Rev 2**

## **Goals**

Priced low enough to:

- Encourage providers to leverage Oconee FOCUS assets to deliver new services.
- Lower market entry barriers for new and alternative providers.
- Make retail services competitive with other regions of the country.
- Enable the provider to obtain sufficient margins to cover their operating expenses and provide a reasonable profit.

Priced high enough to:

- Generate sufficient revenues to cover ongoing operations and maintenance expenses.
- Generate sufficient revenues to repay \$3.8 million in matching funds expended by Oconee County.
  - If anchors are not charged for services, avoided costs (based on market rates for received services) need to count against the matching funds.
- Cover incremental operation and maintenance (O&M) and equipment costs.

## **Base Service**

The base service provided by Oconee FOCUS is a Metro Ethernet with the following options:

- Port Rates of 1Gbps or 10Gbps
- Committed Interface Rates (CIR) for transport of 50 Mbps, 100 Mbps, 250 Mbps, 500 Mbps, 1 Gbps, and 10 Gbps
- Virtual Private Network (VPN) based on various best effort and CIR transport rates.
- Distance of circuit demarcation to hub or other customer site. Typical prices based on 0 to 10 miles, 11 to 25 miles, 26 to 35 miles, and 36 to 50 miles.
- Access to commodity Internet bandwidth

In addition Oconee FOCUS can provide a Passive Optical Network (PON) port for providers serving residential or small commercial with their own last-mile connection.

## **Considerations**

1. Each contract must be individually negotiated. Oconee FOCUS does not publish or follow set "rates".
2. Oconee FOCUS prices are "wholesale", and must consider the Internet Service Provider (ISP) expenses and profit when doing a comparison to "retail" services in Oconee County and other regions.

3. Other firm's tariffs provide a general idea of what pricing is, but will tend to overstate actual negotiated contracts.
4. Cost-based calculations conducted for Oconee County provide a starting point for contract discussions.
5. Connection costs must be considered for all connection agreements.

Oconee County Staff will calculate and maintain illustrative examples, for use by the Oconee County Administrator in Oconee FOCUS contract negotiations and discussions (each of which will be individually done and each of which will be proprietary information, of the County and of the other party to each contract) of prices charged in similar markets for similar services.

Further the calculated pricing will not include initial set up fees, drop costs, or CPE costs. These costs should be included in the set-up fee and based on a cost plus calculation.

In addition, the Oconee County Administrator may take other pricing considerations into account, as long as they are consistent with the goals and conditions of these guidelines.

## **Pricing Examples**

### *Illinois Century Network*

Illinois Century Network (Illinois AT&T Statewide Opt-E-Man Pricing) is available. Connectivity services are made available to all state agencies, boards, commissions, schools (K-12, community colleges, and universities), libraries, museums, health care facilities, offices of the Illinois House and Senate, and Constitutional officers.

- Two levels of service offered (bronze and silver, varying level of packet delivery rate, latency, and jitter). See "additional detail"
- Two port rates 100Mbps and 1 Gbps.
- CIR rates of 5 Mbps, 10 Mbps, 20 Mbps, 50 Mbps, and 100 Mbps for 100 Mbps port.
  - Prices range from \$831 to \$1,293 per month for Bronze service with 3 year contract
  - Prices range from \$770 to \$1,157 per month for Bronze service with a 5 year contract
- CIR rates of 50 Mbps, 100 Mbps, 250 Mbps, 50 Mbps, and 1 Gbps for 1 Gbps port.
  - Prices range from \$1,538 to \$2,040 per month for Silver service with 3 year contract
  - Prices range from \$1,370 to \$1,801 per month for Silver service with a 5 year contract
- Up to \$25,000 in local loop construction included.
- It appears that costs for drops and CPE are the customer's responsibility.

### *Raleigh NC Area CAI Connections from Time Warner*

Based on invoices from Time Warner for a suburban community for school, library, and other city facilities.

- 10 Mbps \$535 per month
- 50 Mbps \$1,420 per month

- 250 Mbps \$1,720 per month
- 1 Gbps \$2,400 per month

#### *Raleigh NC Area Commodity Bandwidth*

##### **Commodity Bandwidth (retail) Raleigh NC Area.**

- Dukenet: \$1,800 per month for 100Mbps
- NCREN: \$1,900 to \$2,400 per month for 100Mbps
- Paetec: \$2,800 to per month for 100Mbps
- City of Wislon: \$1,800 per month for 100Mbps

#### *AT&T (Bell South) Tariffs in South Carolina*

- A Basic BellSouth Metro Ethernet service connection operating at any speed is capable of interconnecting with other Basic BellSouth Metro Ethernet service connections that are operating at any of these speeds in the same metropolitan area.
- Premium BellSouth Metro Ethernet service connections are available with “Fixed” and “Burst” capabilities unless specified otherwise. With the fixed arrangement, Premium BellSouth Metro Ethernet service connections will have the bandwidth ordered (e.g., 10 Mbps) available across the BellSouth Metro Ethernet service network. With the Burst arrangement, Premium BellSouth Metro Ethernet service Connections will have the ability to send burst of data above their CBW rate, if network capacity and facilities are available.
- A Virtual BellSouth Metro Ethernet Service Connection operating at any of these speeds is capable of interconnecting with other Virtual BellSouth Metro Ethernet Service Connections that are operating at any of these speeds in the same metropolitan area. A Virtual BellSouth Metro Ethernet Service Connection provides 2 Mbps, 4 Mbps, 8 Mbps, 10 Mbps, 20 Mbps, 50 Mbps, 80 Mbps, 100 Mbps, 200 Mbps, 300 Mbps, 450 Mbps, 600 Mbps, 750 Mbps and 900 Mbps Ethernet capabilities that are a part of a BellSouth Metro Ethernet Service network within a metropolitan area. Virtual BellSouth Metro Ethernet Service provides the ability to order Ethernet Service where a single customer connection can support multiple applications with varying Quality of Service (QoS) features and Classes of Service.

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** December 3, 2013

**COUNCIL MEETING TIME:** 6:00 PM

**ITEM TITLE [Brief Statement]:**

Second Reading of Ordinance 2013-34 "AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO."

**BACKGROUND DESCRIPTION:**

The proposed ordinance, 2013-34 (Brown Adjacent), stems from a request submitted by Mr. George P. Brown Jr. The request consists of 1 parcel totaling 105 acres along Forest Path Trl. in the Walhalla area. The parcel is located in the rural suburban area on the Future Land Use Map.

The parcel is adjacent to a parcel that was rezoned into the Traditional Rural District on 12/06/2011 (2011-18 Neville Request).

As submitted, parcel 31-00-02-021, currently in the Control Free District, would be rezoned into the Traditional Rural District.

On Monday, November 18, 2013, the Planning Commission voted 7-0 to recommend approval of Ordinance 2013-34 as requested.

**SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:**

None

**FINANCIAL IMPACT [Brief Statement]:**

None

Check Here if Item Previously approved in the Budget. No additional information required.

Approved by : Finance

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

Are Matching Funds Available: Yes / No.

If yes, who is matching and how much:

Approved by : Grants

**ATTACHMENTS**

Ordinance 2013-34.

**STAFF RECOMMENDATION [Brief Statement]:**

It is staff's recommendation that Council take second reading of Ordinance 2013-34.

Submitted or Prepared By:

JOSH STEPHENS  
Department Head/Elected Official

Approved for Submittal to Council:

  
T. Scott Moulder, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council*

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2013-34**

**AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council"), is authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the "Act"), codified in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended (the "Code") to adopt zoning regulations and districts; and,

**WHEREAS**, Oconee County Council has heretofore, finally codified at Chapter 38 of the Oconee Code of Ordinances (the "Oconee County Code"), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

**WHEREAS**, subsequent to the adoption of Chapter 38 of the Oconee Code of Ordinances, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

**WHEREAS**, in accordance with the Act and Chapter 38, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment's compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

**NOW, THEREFORE**, it is hereby ordained by the Oconee County Council, in meeting duly assembled that:

1. Chapter 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:
  - A. The following portion of a parcel, listed below, previously zoned in the Control Free District (CFD), and duly identified on the Official Zoning Map to be in the Control Free District, is hereby rezoned, and shall be in the Traditional Rural District (TRD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

131-00-02-021

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Joel Thrift, Chairman, County Council  
Oconee County, South Carolina

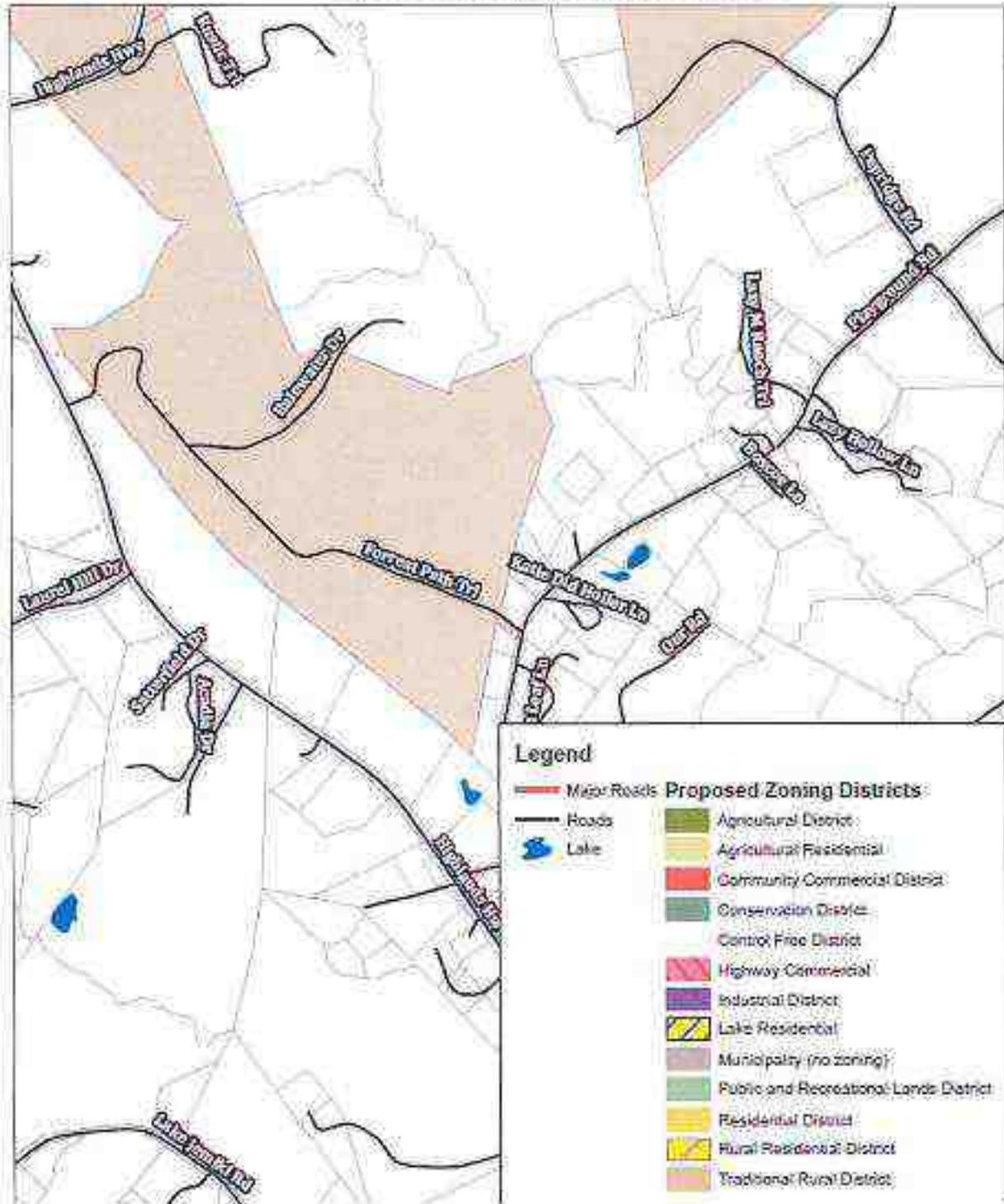
ATTEST:

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

First Reading:        November 5, 2013  
Second Reading:     December 3, 2013  
Public Hearing:  
Third Reading:

# APPENDIX A

## Parcels Rezoned by Ordinance 2013-34



**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: 12-3-13  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Local ATAX request of \$2,500 to purchase/replenish marketing collateral to use for special events, media events, marketing shows, etc.

**BACKGROUND OR HISTORY:**

Oconee County PRT routinely participates in trade shows as well as targeted local, statewide and regional media events, hosting travel writers and other occasions where logo marketing items such as pens, mugs, hats, shirts, floating key chains, framed waterfall prints, etc are distributed to targeted markets.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

This request was unanimously approved by the PRT Commission on 11-14-13.

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

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No (review #2001-15 on Procurement's website)  
If no, explain briefly: Yes

**STAFF RECOMMENDATION:**

Approve up to \$2,500 from Local ATAX fund to replenish stock marketing items.

**FINANCIAL IMPACT:**

\$2,500 from local ATAX fund  
Current Local ATAX balance is \$100,901

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

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

**ATTACHMENTS**

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants      \_\_\_\_\_ Procurement

**Submitted or Prepared By:**

Phil Shirley, PRT Director  
Department Head/Elected Official

**Approved for Submittal to Council:**

  
Scott Moulder, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: 12-3-13  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Local ATAX request of \$5,000 for Oconee County PRT for title sponsorship of National Golf Association (NGA) Professional Golf Tournament in April 2014 at Cross Creek Plantation

**BACKGROUND OR HISTORY:**

The NGA Pro Golf Tour was established in 1988 and is the No. 3 Men's Golf Tour in the United States after the PGA and Nationwide Tours and is the No. 1 recommended developmental tour by PGA Professionals. NGA alumni include PGA Major Champions such as Keegan Bradley, Jim Furyk, Stewart Cink, Lucas Glover, Zach Johnson, Ben Curtis, Lee Janzen, David Toms and Tom Lehman and 2011 PGA winners including Sean O'Hair, Scott Peirey, Bubba Watson, Mark Wilson and Gary Woodland.

This will be the third straight year for the NGA at Cross Creek and is the second year of a three year contract to host the NGA Mountain Lakes Classic. The week long schedule of events will include qualifying Rounds, practice rounds, a Pro-Am Charity tournament and a 72 hole tournament for 156 professional golfers. The economic impact of this event could be over \$200,000 for the golfers, caddies, family members and NGA staff alone and will generate hundreds of room nights to our area.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

This request was unanimously passed by PRT Commission on 11-14-13.

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

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]

If no, explain briefly: Yes

**STAFF RECOMMENDATION:**

Approve local ATAX grant request for \$5,000 to assist in title sponsorship of Mountain Lakes Classic NGA Professional Golf Tournament.

**FINANCIAL IMPACT:**

\$5,000 from local ATAX. Current local ATAX balance is \$100,901

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

Are Matching Funds Available: Yes

If yes, who is matching and how much: Mountain Lakes CVB and City of Seneca are partners in this event.

**ATTACHMENTS**

Reviewed By/ Initials:

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants      \_\_\_\_\_ Procurement

**Submitted or Prepared By:**

**Approved for Submittal to Council:**

Phil Shirley, PRT Director  
Department Head/Elected Official

  
Scott Moulder, County Administrator

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**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: 12-3-13  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Local ATAX request of \$1,000 to host a one day Bass Fishing League (BFL) tournament at South Cove County Park February 1, 2014.

**BACKGROUND OR HISTORY:**

The BFL is a regional division of the Professional FLW Tour that will be here in March 2014 and covers the entire Savannah River basin. This tournament is expected to have close to 200 boats with an angler and co-angler in each boat. Participants in the BFL series fish regional tournaments throughout the year to qualify for the end of year Forest L. Wood Cup. This is the first tournament of the season and expects to draw close to a full field. The total economic impact of this event is estimated to be over \$200,000, which includes lodging for the tournament and pre-tournament fishing, gas, food, and daily miscellaneous expenses.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

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

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No (review #2001-15 on Procurement's website). If no, explain briefly:

**STAFF RECOMMENDATION:**

Approval of \$1,000 from local ATAX to host BFL, one day fishing tournament at South Cove.

**FINANCIAL IMPACT:**

\$1,000 from local ATAX. Current balance in local ATAX is \$100,901

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

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

**ATTACHMENTS**

Reviewed By/ Initials:

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants      \_\_\_\_\_ Procurement

**Submitted or Prepared By:**

Phil Shirley, PRT Director  
Department Head/Elected Official

**Approved for Submittal to Council:**

  
Scott Moulder, County Administrator

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# PROCUREMENT - AGENDA ITEM SUMMARY

## OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 3, 2013

### ITEM TITLE:

Procurement #: ITB 13-08 Title: Loose Equipment for Fire Service Trucks Department: Fire Services Amount: \$61,617.80

### FINANCIAL IMPACT:



Procurement was approved by Council in Fiscal Year 13-14 budget process for \$70,000.00 as part of the Lease Purchase.

Finance Approval: 

NOTE: The total award of this bid is for \$71,952.67. The balance that exceeds the Lease Purchase amount will be paid from the Fire Services minor equipment line item in current budget.

### BACKGROUND DESCRIPTION:

This bid for loose equipment contained a total of 17 items, such as salvage covers, pike poles, ladders, hand lights, generators, power saws, smoke ejectors, mounting hardware for the equipment and four individually piped Cascade Systems with fill stations. This equipment will be installed in four service company trucks assigned to Oakway, Mountain Rest, Long Creek and Friendship Fire Stations. The vehicles and equipment will be used to increase operations efficiency and support Insurance Services Organization (ISO) rating improvements.

A total of four vendors were each awarded parts of this bid, however, only the award to Safe Industries exceeded \$50,000 and required approval by County Council. See attached Bid Tab for total award amounts for the other vendors. Specifically the Safe Industries award was for SCBA brackets, pike pole mounting brackets, roof ladder with mounting brackets, 14' combination ladder and four Cascade Systems.

On November 19, 2013, formal sealed bids were opened for this project. This bid was originally sent to twelve bidders and five firms submitted bids, with Safe Industries, of Greenville, SC, submitting the lowest bid of \$61,617.80.

### ATTACHMENT(S):

1. Bid Tab

### STAFF RECOMMENDATION :

It is the staff's recommendation that Council approve the purchase of loose equipment, to Safe Industries, of Greenville, SC, in the amount of \$61,617.80, per ITB 13-08.

Submitted or Prepared By:  Approved for Submittal to Council: 

Robyn Courtright, Procurement Director

F. Scott Moulder, County Administrator

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Bidders		Anderson Fire Supply				Fireline, Inc.				
Address		Anderson, SC				Windsor, GA				
Item #	Quantity	Description	Brand	Model #	Unit Price	Extended Price	Brand	Model #	Unit Price	Extended Price
1	15	SCBA Storage for Scott 35 minutes/4500 psi cylinder	Flameguard	1875	NO BIDDING order for 5% savings 500	853.00	Zenith	SC 30P-6- S2	85.00	1,275.00
2	32	SCBA Cylinder Storage for Scott 35 minutes/4500 psi cylinder	NO BID				Zenith	ACSR/3V- ACSR/C-500	65.21	2,086.72
3	14	3000W Generator	Tealite	ED-3000 RCAN	1,500.00	6,000.00	Power Max	7000	499.40	1,397.80
4	15	1250W Salvage Crane	Folds Tank	SC 1254 12 C	150.00	1,800.00	Hobby	1214-10	79.00	1,217.00
5	3	Genko Trencher - 3000 cfm/ Gas powered HPV fan, 18 inches to 24 inches	Trencher	700-175	1,920.00	4,970.00	SuperMax	71804-B	1,660.00	4,980.00
6	1	Power Saw - Rotary - K12 type with metal cutting blade	Saw	K120074	1,400.00	2,800.00	K12	K120074 7:210	1,172.00	2,344.00
7	7	Power Saw - Chain - equivalent to STAS 207 Rescue Chain Saw	Trencher	TM300-207	1,165.00	3,530.00	Shih	WR450R	1,418.40	2,350.80
8	12	Handlights - rechargeable w/usb cable, Sondex lights	Stream Light	44000	45.00	1,140.00	Stream Light	44-001	103.50	1,242.00
9	4	Rise Pole 6' or longer	Flameguard	PP03	40.00	360.00	Alcon	UT-0	51.00	204.00
10	6	Rise Pole 6'	Flameguard	PP04	45.00	270.00	Alcon	UT-4	36.00	216.00
11	15	Rise Pole Mounting Bracket for horizontal mounting	South Park	FSP-282	20.00	300.00	Zenith	PPMB-A PPMB-B	35.40	531.00
12	3	15' foot Ladder	Waco Ltr	PRL-15	349.00	1,047.00	Alcon	PRL-15	280.70	842.10
13	4	Ladder Mounting Brackets - Vertical Truss Mount for 24' ext and rear ladder	NO BID				OPI	F40343.0	107.45	429.80
14	4	Ladder Mounting Brackets for horizontal vehicle for attic ladder	Zinc	RUBA	120.00	480.00	Zenith	RUBA	110.15	440.60
15	4	24' Construction Ladder	Waco Ltr	CLL-24	450.00	1,800.00	Alcon	CLL-24	407.78	1,631.12
16	4	Individual 2' gas Cascade system	Safe-Air Mount		10,400.00	41,600.00	NO BID			
17	4	OPTIONAL - Installation of Cascade System (installation is not taxable)	Safe-Air Mount	LABOR	1,920.00	6,400.00	NO BID			
TOTALS FOR AWARDED ITEMS ONLY					Subtotal	N/A				
SALES TAX					Sales Tax	N/A				
GRAND TOTAL FOR ITEMS AWARDED					Total	N/A				
					Subtotal		Subtotal		3,054.88	
					Sales Tax		Sales Tax		163.20	
					Total		Total		3,218.08	

Bidders		Rowton's Fire & Safety				Safe Industries				
Address		Smyrna, NC				Greenville, SC				
Item #	Approx. Qty.	Description	Brand	Model #	Unit Price	Extended Price	Brand	Model #	Unit Price	Extended Price
1	10	SCBA Brackets for Scott 45 manifold/4500 psi cylinder	NO BID				Zoar	SDP98FPH-5	70.00	1,120.00
2	12	SCBA Cylinder Storage for Scott 45 manifold/4500 psi cylinder	NO BID				FES	4 per unit	62.75	1,588.00
3	4	3000w Generator	Honda	EM3000 E45N-189	2,420.00	8,920.00	Generac	CP655H 2500 W	2,995.00	11,980.00
4	10	12"x10" Salvage Covers	Police-Tank	SP-12x14	82.00	1,320.00	Police-Tank	SP-12x14	120.00	2,300.00
5	5	Stroke Engine - 3000 cfm / 50 powered PPU fan, 18 inches to 24 inches	Supr-Vac	702GC	1,620.00	4,950.00	Lozier	MT325H	3,100.00	3,300.00
6	2	Power Saw - Rotary - K12-type with metal cutting blade	Texas Equip	K12FD 94 1040/200 206HD-20- CG	2,250.00	2,300.00	Tampnet	426-708 S25-K	1,173.00	2,346.00
7	2	Power Saw - Chain - equivalent to ST64 20" Rescue Chain Saw	Tenover	CG	1,115.00	2,230.00	S&P	MS011	499.00	978.00
8	12	Handlight - rechargeable (ultra seal steel) standard light	Streamlight	4497	93.00	1,116.00	Streamlight Ultra	44200-00	85.00	1,020.00
9	4	Pike Pole 8' or longer	Alkon Brass	UT-8	55.00	220.00	Alkon	UT-8	47.00	188.00
10	5	Pike Pole 4'	Alkon Brass	UT-4	32.00	160.00	Alkon	UT-4	35.00	175.00
11	10	Pike Pole Mounting Bracket for horizontal mounting	South Park	FP-40	68.00	1,050.00	Alkon	FP40P- 00	34.00	340.00
12	1	16' Roof Ladder	Alco-Lite	PR-16	310.00	310.00	Alco-Lite	PR-16	285.00	285.00
13	4	Ladder Mounting Brackets - Vertical Ladder Mount for 24" extendable ladder	GPI	FA2000-S	110.00	440.00	Zoar	AP-094	207.00	828.00
14	4	Ladder Mounting Brackets for Horizontal ladders for attic ladder	Zampac	FLB	38.00	152.00	Zoar	FL18A	42.00	168.00
15	4	24' Combination Ladder	Alco-Lite	CJL-14	410.00	1,640.00	Alco-Lite	CJL-14	402.00	1,608.00
16	4	Individually Hinged Cascade System	Blaze2 Paxton III S100 NPPA vented up to 5500 psi	CF5H 25 S.5	15,800.00	62,400.00	SCSA Int.	2 cylinder scope co-2r	12,764.00	51,056.00
17	4	OPTIONAL - installation of Cascade System (installation is not feasible)			1,540.00	6,200.00	Will be installed by Vehicle Maintenance		1,500.00	-
<b>TOTALS FOR AWARDED ITEMS ONLY</b>					Subtotal	2,879.00			Subtotal	66,130.00
<b>SALES TAX</b>					Sales Tax	172.58			Sales Tax	3,457.80
<b>GRAND TOTAL FOR ITEMS AWARDED</b>					Total	3,051.58			Total	69,587.80

Bidders		Wally's Fire & Safety Equipment				
Address		Wilton, SC				
ITEM #	Approx Qty	Description	Brand	Model #	Unit Price	Extended Price
1	16	SCBA Brackets for Scott 45 inches/4500 psi cylinder	Zico	RDPH92F	\$ 56.00	\$ 916.00
2	32	SCBA Cylinder Storage for Scott 45 inches/4500 psi cylinder	Zico	PAOS9-B	\$ 42.75	1,348.00
3	1	3000w - Generator	Honda	EU3000 GX2A	\$ 1,424.75	\$ 1,424.75
4	10	32"x14" Storage Covers	Foliatorch	SC-12 x 14	\$ 12.35	1,235.00
5	3	Smoke Extractor - 1000 cfm; Gas powered 210 lbs, 18 inches to 24 inches	Rambler	SF-100	\$ 1,413.00	4,239.00
6	2	Power Saw - Chains - K17 type with metal cutting blade	Petrol & Push	K17FD and Husky 14"	\$ 1,100.00	2,200.00
7	7	Power Saw - Chain - equivalent to MTM 30" Rescue Chain Saw	Husqvarna	Fire-Tall	\$ 190.00	1,330.00
8	15	Rechargeable - rechargeable (led or type) standard lights	Strandlight	AL-21 00	\$ 67.00	1,005.00
9	1	Pole Pole 6' extender	Axon	UL-06	\$ 21.00	21.00
10	6	Pole Pole 6'	Axon	UL-04D	\$ 44.00	264.00
11	26	Pole Pole Mounting Brackets for horizontal mounting	Zico	WME	\$ 10.26	266.76
12	3	24' Roof Ladder	Alco/Se	FRL-16	\$ 267.00	801.00
13	4	Ladder Mounting Brackets - Vertical Truck Mount for 24' ext and roof ladder	Car Products	OPI VAD0024	\$ 103.00	412.00
14	4	Ladder Mounting Brackets for horizontal vehicle for attic ladder	Zico	FLDA	\$ 100.00	400.00
15	4	24' Combination Ladder	Alco/Se	CFL-14	\$ 376.00	1,504.00
16	4	individually piped cascade system	American Network	NOT FOR SALE A03000-4	7,144.00	28,576.00
17	4	OPTIONAL - Installation of Cascade System (Installation is not included)	NO BID			
TOTALS FOR AWARDED ITEMS ONLY					Subtotal	3,819.00
SALES TAX					Sales Tax	220.14
GRAND TOTAL FOR ITEMS AWARDED					Total	4,048.14

AWARD SUMMARY		
Fireline, Inc.	Items 3 and 4	\$3,238.17
Newtons Fire & Safety	Items 6, 10, 14	\$3,048.56
Safe Industries	Items 2, 5, 7, 8, 9, 16	\$61,617.80
Wally's Fire & Safety Equipment	Items 1, 11, 12, 13, 15	\$4,048.14
GRAND TOTAL OF		\$71,952.67

# OCONEE COUNTY BOARD / COMMISSION / COMMITTEE CANDIDATE LISTING

	DX	AT LARGE	Reappoint Request	TRANSIT ADVISORY TASK FORCE	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	EDUCATION	TOURISM & REC.	Questionnaire Received Date
Bush, Lauraleigh	1						X				January 2013
Henir, Michael	1	Yes					X				December 2012
Lengyel, Edward	1	Yes					X				September 2013
McMahan, Marie	1							X			December 2012
Mouw, James W.	1			X	X	X	X				November 2012
Phyllis, Darren	1					X	X		X		December 2012
Graham, William	2	Yes				X	X				October 2012
King, Stanley	2	Yes				X	X				January 2013
Richards, Charles	2						X				January 2013
DuBose, Bob	3		Yes				BLDG				December 2012
Glister, William A.	3		Yes					PLAN			October 2013
Horton, Laurel	3							X			January 2013
Littlefield, Gary	3		Yes				BZA				May 2013
Perry, Edward	3				X						January 2013
Rodgers, Arthur	3			X							November 2013
Morgan, Charles	4			X							November 2013
Pearson, Frankie	4			X			X		X		September 2013
Carr, Deboarh	5							X	X		January 2013

## Areas of Interest (Please check one or more)

## Board/Commissions Applicable to Interests

Aeronautics	Aeronautics Commission
Public Safety, Health & Welfare	Anderson-Oconee Behavior Health Services Commission Emergency Services Commission
Regulatory	Building Codes Appeal Board Parks, Recreation & Tourism Commission Board of Zoning Appeals
Planning Activities	Appalachian Council of Governments Board of Directors Board of Zoning Appeals Capital Project Advisory Committee Conservation Bank Board Economic Development Commission Planning Commission Scenic Highway Committee
Education	Arts & Historical Commission Library Board
Tourism & Recreation	Arts & Historical Commission Parks, Recreation & Tourism Commission Scenic Highway Committee



# Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Paul Corbell	Wayne McCall	Archie Barron	Joel Thrift	Reg Dexter			
							2010-2014	2013-2016	2010-2014	2013-2016	2013-2016	2010-2014	2013-2016	
							District I	District II	District III	District IV	District V	At Large	At Large	
Aeronautics Commission	2-262	5 - 2	YES	2X	YES	Jan - June 2013	Randy Renz [1]	David Bryant [1]	Edward Perry [1]	Dan Schmeidt [2]	Ronald CHes [1]	Thomas Luke [2]	Michael Grey [1]	
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - June 2013	Rick Bethea [1]	Luther Lyle [2]	VACANT	Barbara Waters [2]	H. Richardson [2]	Bess Ciupak [1]	Jean Dobson [2]	
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - June 2013	Allen Medford [1]	Sammy Lee [2]	Gary Littlefield [1]	Mary McKee [1]	Dick Hughes [2]	Berry Nichols [1]	Paul Reckert [2]	
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - June 2013	Roger Miza [2]	Matt Rochester [1]	Bob DuBose [1]	Mike Willimon [2]	Harry Tollison [2]			
Conservation Bank Board	2-381	Appointed by Category		2X	YES	Jan - June 2013	Shea Airey [1]	Andy Leo [2]	Rocky Nation [1]	Marvin Prater [2]	Frank Abies [1]	Richard Cain [1]	Glenn Buddin [1]	
Economic Development Commission	24-31	5 - 0	YES	3X	YES	Jan - June 2013	Dave Eldridge [1]	VACANT	Hank Field [3]	Sam Dickson [3]	Gene Blair [2]			
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - June 2013						Allen D. Boggs [1]	Staley Powell [1]	
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - June 2013	Daniel Day [2], Ellis Hughes [2], B Hetherington [1], H McPheeters [1], A Champion [1], P Taylor [1]				Martin Adelberg [1], William Caster [1], Maria Jacobson [1]			
PRT Commission (members up for reappointment due to initial stagger)	6-4-25 2-381	Appointed by Industry		2X	YES	June 2013	Brian Greer [2], Rosemary Balles [2], JoAnne Blake [2]			Becky Wise [1], Rick Lapey [1], David Lavere [1], Mike Wallace [1]				
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	February 2013	Andrea Heller	Bradley Hancock	William Gifster	Bud Childress	Ryan Honea	Gwen McPhail	John Lyle	
Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	June 2014	Steve Jenkins [1], Harold Alloy [1], Louie Holleman [1], Wanda Long [1], Fred Hamilton [1], Joan Black [1], Jere DuBois [1]							
Capital Project Advisory Committee	2-391	CC, PC, Infra, 2 @ Lg	NO	3X	1 yr	May 2014	Council Representative Pcorbell [2], Planning Commission GMcPhail [1], Infrastructure Advisory Representative Bwinchester [1]					Randy Abbott [1]	David Mead [3]	
Infrastructure Advisory Commission	34-1	N/A	NO	N/A	NO	January	Council Representative Appointed Annually							
ACOG BOB				N/A	NO	JAN 2013	Council Rep: CC CHAIR or designee [yearly]; 2 yr terms Citizen Rep: Rob Winchester, Minority Rep: Bennie Cunningham							
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open							

[ 1 ] - denotes term. [ >2 ] denotes a member who has served one term and has then one half of an additional term making them eligible for one additional appointment  
 [SHADING] = reappointment requested - questionnaire on file [Denotes Individual who DOES NOT WISH TO BE REAPPOINTED]  
 Bold Italic TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.