



# PUBLIC COMMENT SESSION SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

Tuesday, March 3, 2009

7:00 PM

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

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

PLEASE PRINT

	FULL NAME	AGENDA ITEM FOR DISCUSSION
1	<i>Eysie Cornelius</i>	<i># 8 Fire Equip lease/purchase</i>
2	<i>Brad Norton</i>	<i>Summit</i>
3	<i>Deak Hatcher</i>	<i>Agenda format</i>
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I hereby certify that I own a parcel lying within the boundaries of the proposed Koo-wee-Ebenezer Zoning District, and I want the entire area to be zoned as a Lake Residential District.

I hereby certify that I own a parcel lying within the boundaries of the Koo-wee-Ebenezer Planning District, and I support the consideration of amending the zoning map.

I am petitioning Boone County Council to create a separate Lake Koo-wee Planning District, and that all parcels incorporated within this new district's boundaries be removed from the original Planning Districts outlined by the Zoning Enabling Ordinance.

Plant Owner(s) Name \_\_\_\_\_

Tax Map Number \_\_\_\_\_ (on your property tax bill; or Issue a check, we will look it up)

Signature(s) \_\_\_\_\_

Date \_\_\_\_\_

USDA  
Environmental Compliance Library  
Farmland Protection Policy Act

Subtitle I—Farmland Protection Policy Act

Section 1 Short Title

This subtitle may be cited as the "Farmland Protection Policy Act".

S.C. Senate Bill  
S\*1205

Section 2 [7 USC 4201] Findings, Purpose, and Definitions

(a) Congress finds that—

- (1) the Nation's farmland is a unique natural resource and provides food and fiber necessary for the continued welfare of the people of the United States;
  - (2) each year, a large amount of the Nation's farmland is irrevocably converted from actual or potential agricultural use to nonagricultural use;
  - (3) continued decrease in the Nation's farmland base may threaten the ability of the United States to produce food and fiber in sufficient quantities to meet domestic needs and the demands of our export markets;
  - (4) the extensive use of farmland for nonagricultural purposes undermines the economic base of many rural areas;
  - (5) Federal actions, in many cases, result in the conversion of farmland to nonagricultural uses where alternative actions would be preferred;
  - (6) the Department of Agriculture is the agency primarily responsible for the implementation of Federal policy with respect to United States farmland, assuring the maintenance of the agricultural production capacity of the United States, and has the personnel and other resources needed to implement national farmland protection policy; and
  - (7) the Department of Agriculture and other Federal agencies should take steps to assure that the actions of the Federal Government do not cause United States farmland to be irreversibly converted to nonagricultural uses in cases in which other national interests do not override the importance of the protection of farmland nor otherwise outweigh the benefits of maintaining farmland resources.
- (b) The purpose of this subtitle is to minimize the extent to which Federal programs contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses, and to assure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, unit of local government, and private programs and policies to protect farmland.

(c) As used in this subtitle—

(1) the term "farmland" includes all land defined as follows:

(A) prime farmland is land that has the best combination of physical and chemical characteristics for producing food, feed, fiber, forage, oilseed, and other agricultural crops with minimum inputs of fuel, fertilizer, pesticides, and labor, and without intolerable soil erosion, as determined by the Secretary. Prime farmland includes land that possesses the above characteristics but is being used currently to produce live stock and timber. It does not include land already in or committed to urban development or water storage;

(B) unique farmland is land other than prime farmland that is used for production of specific high-value food and fiber crops, as determined by the Secretary. It has the special combination of soil quality, location, growing season, and moisture supply needed to economically produce sustained high quality or high yields of specific crops when treated and managed according to acceptable farming methods. Examples of such crops include citrus, tree nuts, olives, cranberries, fruits, and vegetables; and

(C) farmland, other than prime or unique farmland, that is of statewide or local importance for the production of food, feed, fiber, forage, or oilseed crops, as determined by the appropriate State or unit of local government agency or agencies, and that the Secretary determines should be considered as farmland for the purposes of this subtitle;

(2) the term "State" means any of the fifty States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, the Trust Territory of the Pacific Islands, or any territory or possession of the United States;

(3) the term "unit of local government" means the government a county, municipality, town, township, village, or other unit of general government below the State level, or a combination of units of local government acting through an areawide agency under State law or an agreement for the formulation of regional development policies and plans;

(4) the term "Federal program" means those activities or responsibilities of a department, agency, independent commission, or other unit of the Federal Government that involve

(A) undertaking, financing, or assisting construction or improvement projects; or

(B) acquiring, managing, or disposing of Federal lands and facilities. The term "Federal program" does not include construction or improvement projects that on the effective date of this subtitle are beyond the planning stage and are in either the active design or construction stage; and

(5) the term "Secretary" means the Secretary of Agriculture.

SOURCE (Pub. L. 97-98 Subtitle I, Dec. 22, 1981, 95 Stat. 1341)

### Section 3 [7 USC 4262] Farmland Protection Policy

(a) The Department of Agriculture, in cooperation with other departments, agencies, independent commissions, and other units of the Federal Government, shall develop criteria for identifying the effects of Federal programs on the conversion of farmland to nonagricultural uses.

(b) Departments, agencies, independent commissions, and other units of the Federal Government shall use the criteria established subsection (a) of this section, to identify the quantity of farmland actually converted by Federal programs, to identify and take into account the adverse effects of Federal programs on the preservation of farmland; consider alternative actions, as appropriate, that could lessen such adverse effects; and assure that such Federal programs, to the extent practicable, are compatible with State, unit of local government, and private programs and policies to protect farmland.

(c) The Department of Agriculture may make available to States, units of local government, individuals, organizations, and other units of the Federal Government information useful in restoring, maintaining, and improving the quantity and quality of farmland.

SOURCE (Pub. L. 97-98 Subtitle I, Dec. 22, 1981, 95 Stat. 1341, Pub. L. 101-824, Sec. 1454, Nov. 28, 1990, 104 Stat. 3514)

#### Section 4 [7 USC 4203] Existing Policies and Procedures

(a) Each department, agency, independent commission or other unit of the Federal Government, with the assistance of the Department of Agriculture, shall review current provisions of law, administrative rules and regulations, and policies and procedures applicable to it to determine whether any provision thereof will prevent such unit of the Federal Government from taking appropriate action to comply fully with the provisions of this subtitle.

(b) Each department, agency, independent commission, or other unit of the Federal Government, with the assistance of the Department of Agriculture, shall, as appropriate, develop proposals for action to bring its programs, activities, and administrative activities into conformity with the purpose and policy of this subtitle.

SOURCE (Pub. L. 97-98 Subtitle I, Dec. 22, 1981, 95 Stat. 1341)

#### Section 5 [7 USC 4204] Technical Assistance

The Secretary is encouraged to provide technical assistance to any State or unit of local government, or any nonprofit organization, as determined by the Secretary, that desires to develop programs or policies to limit the conversion of productive farmland to nonagricultural uses.

SOURCE (Pub. L. 97-98 Subtitle I, Dec. 22, 1981, 95 Stat. 1341)

#### Section 6 [7 USC 4205] Farmland Resource Information

(a) The Secretary, through existing agencies or interagency groups, and in cooperation with the cooperative extension services of the States, shall design and implement educational programs and materials emphasizing the importance of productive farmland to the Nation's well-being and distribute educational materials through communications media, schools, groups, and other Federal agencies.

(b) The Secretary shall designate one or more farmland information centers to serve as central depositories and distribution points for information on farmland issues, policies, programs, technical principles, and innovative actions or proposals by local and State governments.

SOURCE (Pub. L. 97-98 Subtitle I, Dec. 22, 1981, 95 Stat. 1341)

### **Section 7 [ 7 USC 4206] Grants, Contracts**

The Secretary may carry out the purposes of this subtitle, with existing facilities and funds otherwise available through the use of grants, contracts, or such other means as the Secretary deems appropriate.

SOURCE (Pub. L. 97-98 Subtitle I, Dec. 22, 1981, 95 Stat. 1341)

### **Section 8 [ 7 USC 4207] Report**

On January 1, 1987, and at the beginning of each subsequent year, the Secretary of Agriculture shall report to the Committee on Agriculture, Nutrition, and Forestry of the Senate and the Committee on Agriculture of the House of Representatives on the progress made in implementing the provisions of this subtitle. Such report shall include information on -

- (1) the effects, if any, of Federal programs, authorities, and administrative activities with respect to the protection of United States farmland; and
- (2) the results of the reviews of existing policies and procedures required under Section 4(a) of this subtitle.

SOURCE (Pub. L. 97-98 Subtitle I, Dec. 22, 1981, 95 Stat. 1341, Pub. L. 99-198, Sec. 1255, Dec. 23, 1985, 99 Stat. 1518)

### **Section 9 [ 7 USC 4208] Statement of Limitation**

- (a) This subtitle does not authorize the Federal Government in any way to regulate the use of private or non-Federal land, or in any way affect the property rights of owners of such land.
- (b) None of the provisions or other requirements of this subtitle shall apply to the acquisition or use of farmland for national defense purposes during a national emergency.

SOURCE (Pub. L. 97-98 Subtitle I, Dec. 22, 1981, 95 Stat. 1341, Pub. L. 101-824, Sec. 2602, Nov. 28, 1990, 104 Stat. 4066)

### **Section 10 [ 7 USC 4209] Prohibition**

This subtitle shall not be deemed to provide a basis for any action, either legal or equitable, by any person or class of persons challenging a Federal project, program, or other activity that may affect farmland. Provided, That the Governor of an affected State where a State policy or program exists to protect farmland may bring an action in the Federal district court of the district where a Federal program is proposed to enforce the requirements of Section 3 of this subtitle and regulations issued pursuant thereto.

SOURCE (Pub. L. 97-98 Subtitle I, Dec. 22, 1981, 95 Stat. 1341, Pub. L. 99-198, Sec. 1255, Dec. 23, 1985, 99 Stat. 1518)

VEHICLE	YEAR	MAKE	MODEL	PLANNING PROPOSED REPLACEMENT DATE	RURAL FIRE PROPOSED SCHEDULE	IF BASED ON A/15	Revised
						YEAR IN SERVICE REPLACEMENT	
HAZMAT	1978	FORD	F800	2004	2004/05	1993	2006
MTNR 4A	1964	FORD	F800	2005	2004/05	1999	2008
KEOWEE 11A	1985	FORD	F800	2020	2004/05	2000	2007
F.P. 8A	1988	FORD	8000	2007	2005/06	2001	2008
DEPUTY CHIEF 100.38	1994	JEEP GOLD	CHEROKEE	2005	2005/06	N/A	2007
L.C. 8A	1987	FORD	F800	2006	2005/06	2002	08-09 Budg
CLEV 10A	1988	FORD	NONE	2018	2006/07	2003	08-09 Budg
KKEY 17B	1989	FORD	F800	2018	2006/07	2004	08-09 Budg
F.S. 12A	1990	FORD	F800	2020	2006/07	2005	
P.P. 14A	1992	FORD	F800	2008	2007/08	2007	
XRDS 13A	1992	FORD	F800	2022	2007/08	2007	
AERIAL	1989	GRUM	8V82	2019	2007/08	2004	
S. UNION 15A	1992	FORD	F800	2013	2008/09	2008	
KKEY 17	1995	FRGTLINER	FL80	2025	2008/09	2010	
OAKWAY 1	1995	FRGTLINER	FL80	2025	2008/09	2010	
W. UNION 16A	1995	FRGTLINER	FL80	2025	2009/10	2010	
COR 3	1997	FRGTLINER	FL80	2027	2009/10	2012	
SALEM 2(NEW)	1997	FRGTLINER	1FV6J	2027	2009/10	2012	
WAL 5(NEW)	1997	FRGTLINER	PFT125100A	2027	2010/11	2012	
WEST 6	1997	FRGTLINER	FL80	2027	2010/11	2012	
FIRE CHIEF 99.01	2002	FORD	CROWN VIC	2012	2010/11	N/A	
ENGINE 11	1999	FREIGHTLIN	FL-80	2029	2011/12	2014	
ENGINE 7	1999	FREIGHTLIN	FL-80	2029	2011/12	2014	
TANKER 14	2000	FREIGHTLIN	FL-80	2025	2011/12	2015	
ENGINE 4	2000	FRGTLINER	FL80	2030	2012/13	2015	
ENGINE 9	2000	FRGTLINER	FL80	2030	2012/13	2015	
TANKER 10	2000	FREIGHTLIN	FL-80	2030	2012/13	2015	
TANKER 9	2001	FREIGHTLIN	FL80	2026	2013/14	2016	
TANKER 8	2001	FRGTLINER	FL80	2027	2013/14	2016	
TANKER 16	2001	FREIGHTLIN	FL-80	2028	2013/14	2016	
TANKER 2	2001	FREIGHTLIN	FL80	2028	2014/15	2016	
TANKER 4	2001	FREIGHTLIN	FL80	2028	2014/15	2016	
TANKER 13	2001	FREIGHTLIN	FL-80	2029	2014/15	2016	
TANKER 15	2001	FREIGHTLIN	FL80	2029	2015/16	2016	
ENGINE 10	2001	FREIGHTLIN	FL80	2031	2015/16	2016	
ENGINE 12	2001	FREIGHTLIN	FL80	2031	2015/16	2016	
ENGINE 13	2001	FREIGHTLIN	FL80	2031	2016/17	2016	
ENGINE 6	2001	FREIGHTLIN	FL80	2031	2016/17	2016	
TANKER 1	2001	FRGTLINER	FL80	2031	2016/17	2016	
TANKER 11	2001	FREIGHTLIN	FL80	2031	2017/18	2016	
TANKER 12	2001	FREIGHTLIN	FL-80	2031	2017/18	2016	
MOBILE 1	2002	FORD	F450	2017	2017/18	2017	
ENGINE 5A	2003	FREIGHTLIN	FL80	2032	2018/19	2018	
ENGINE 14	2003	FREIGHTLIN	FL80	2032	2018/19	2018	
ENGINE 1A	2003	FREIGHTLIN	FL80	2033	2018/19	2018	
ENGINE 2A	2003	FREIGHTLIN	FL80	2033	2019/20	2018	
ENGINE 3A	2003	FREIGHTLIN	FL80	2033	2019/20	2018	
ENGINE 15	2003	FREIGHTLIN	FL80	2034	2019/20	2018	

ENGINE 16	2003	FREIGHTLIN	FL80	2034	2020/21	2018
ENGINE 8A	2003	FREIGHTLIN	FL80	2035	2020/21	2018
ENGINE 7A	2003	FREIGHTLIN	FL80	2035	2020/21	2018
ENGINE 17	2003	FREIGHTLIN	FL80	2036	2021/22	2018
PLATFORM 2	2003	PLATFORM	70 AERIAL	2037	2021/22	2018



**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

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

**ITEM TITLE OR DESCRIPTION:**

First reading of an Ordinance 2009-04 "AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING \$800,000 TO DEFRAY THE COST OF ACQUIRING THREE FIRE TRUCKS; AND OTHER MATTERS RELATING THERETO."

**BACKGROUND OR HISTORY:**

This is the Capital Lease ordinance for the three fire trucks approved in the 2009-2010 budget.

**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:**

Staff recommends that Ordinance 2009-04 be approved for first reading.

**FINANCIAL IMPACT:**

Debt service payments for the next five years (2010 to 2014) of approximately \$175,000k (7% interest rate) to \$190,000 (6% interest rate), depending on interest rate obtained on the Capital Lease.

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

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

**ATTACHMENTS**

Ordinance 2009-04 prepared by attorney.  
Proposed Schedule prepared by attorney.  
Example Loan Amortization Schedules.

**Reviewed By/ Initials:**

*Ordinances  
Prepared By*

County Attorney

*VB*

Finance

Grants

Procurement

**Submitted or Prepared By:**

*[Signature]*

Department Head/Elected Official

**Approved for Submittal to Council:**

*[Signature]*

Dale Surratt, 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.*

ORDINANCE NO. 2009-04

AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING \$800,000 TO DEFRAY THE COST OF ACQUIRING THREE FIRE TRUCKS, AND OTHER MATTERS RELATING THERETO.

BE IT RESOLVED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, AS FOLLOWS.

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

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the "Code"), the County operates under the Council Administrator form of government and the Council constitutes the governing body of the County.

(b) Section 4-9-30 of the Code empowers all counties to lease personal property and to make and execute contracts.

(c) The County desires to enter into a lease-purchase agreement (the "Lease Agreement") with a bank or other financial institution selected by the Chairman of County Council and the County Administrator for the purpose of financing the acquisition of three fire trucks (the "Equipment").

(d) The Lease Agreement will not constitute a "financing agreement" and the Equipment will not constitute an "asset" as such terms are defined in Section 11-27-110 of the S.C. Code. Thus, the amount of the Lease Agreement will not be included when calculating the County's constitutional debt limit under Article X, Section 14 of the Constitution of the State of South Carolina.

(e) The Lease Agreement will be subject to annual appropriation by the County Council.

(f) It is in the best interest of the County to acquire the Equipment by entering in to the Lease Agreement. The Lease Agreement will enable the County to purchase the Equipment which will provide service necessary or useful to the operations of the County government.

Section 2. Approval of Lease/Purchase Financing; Delegation of Authority to Determine Certain Matters Relating to the Lease/Purchase Financing. The Equipment shall be acquired pursuant to a lease purchase financing which is hereby approved in a principal amount of not exceeding \$800,000. A Request for Proposals in substantially the form set forth as Exhibit A hereto shall be distributed to various banks and other financial institutions in the County and other areas as the County Administrator determines. Without further authorization, the County Council hereby delegates to the Chairman of County Council and the County Administrator the authority to (a) determine the payment schedule under the Lease Agreement; (b) determine the date and time for receipt of bids under the Request for Proposals; and (c) award the sale of the lease-purchase financing to the lowest responsible bidder (the "Bidder") therefor in accordance with the terms of the Request for Proposals, provided the net interest cost does not exceed 8% per annum.

Section 3. Approval of Lease Agreement. Without further authorization, the Chairman of County Council and County Administrator are authorized to approve the form, terms and provisions of the Lease Agreement proposed by the Bidder. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Lease Agreement in the name and on behalf of the County. The Lease Agreement is to be in the form as shall be approved by the Chairman of County Council and County Administrator, the County Administrator's execution thereof to constitute conclusive evidence of such approval.

Section 4. Execution of Documents. The Chairman of County Council, County Administrator, and Clerk to County Council are fully empowered and authorized to take such further action and to execute and deliver such additional documents as may be reasonably requested by the Bidder to effect the delivery of the Lease Agreement in accordance with the terms and conditions therein set forth, and the transactions contemplated hereby and thereby, and the action of such officers in executing and delivering any of such documents, in such form as the County Administrator shall approve, is hereby fully authorized.

Section 5. Federal Tax Covenant. The County, as lessee, agrees and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest components of the lease payments under the Lease Agreement to become includable in the gross income for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (the "IRC") and regulations promulgated thereunder in effect on the date of original issuance of the Lease Agreement and that it will comply with all applicable provisions of Section 103 and Sections 141 through 150 of the IRC, and any regulations promulgated thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest portion of the lease payments under the Lease Agreement, and to that end the County shall:

- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Lease Agreement is outstanding;
- (b) establish such funds, make such calculations and pay such amounts in the manner and at the times required in order to comply with the requirements

of the IRC relating to required rebates of certain amounts to the United States; and

- (6) make such reports of such information at the times and places required by the IRC.

The County covenants that, in accordance with Section 265(b)(3) of the IRC, it is hereby designating the Lease Agreement as a "qualified tax exempt obligation" and that it does not reasonably anticipate that it will issue more than \$30,000,000 in tax-exempt obligations which are not "private activity bonds" during calendar year 2009, all within the meaning of Section 265(b) of the IRC.

The County will timely file Form 8038-G in accordance with the applicable regulations of the Internal Revenue Service.

Section 6. Filings with Central Repository. In compliance with Section 11-4-85 of the Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual audit of the County within thirty (30) days of the County's receipt thereof, and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five percent (5%) of the County's revenue or its tax base.

Section 7. Severability. All orders, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the execution of the Lease Agreement are, to the extent of such conflict, hereby repealed.

Section 8. Effective Date. This Ordinance shall be effective upon its enactment by the County Council for Oconee County, South Carolina.

Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

OCONEE COUNTY, SOUTH CAROLINA

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

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Clerk to County Council  
Oconee County, South Carolina

Exhibit A

Form of Request for Proposals

**REQUEST FOR PROPOSALS**

**Oconee County, South Carolina  
Equipment Lease-Purchase Financing, 2009**

Response Due: \_\_\_\_\_, 2009  
12:00 Noon, South Carolina Time

**Bank Qualified**

Oconee County, South Carolina (the "County"), is requesting proposals from various banks and financial institutions for not exceeding \$300,000 tax-exempt lease-purchase financing to defray the costs of certain equipment as described herein.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION OR BY E-MAIL, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Mailed or Hand Delivered Bids: Each mailed or hand delivered proposal shall be enclosed in an envelope marked "Proposal for 2009 Equipment Lease Purchase" and should be mailed or delivered to:

Oconee County, South Carolina  
Attn: Dale Surratt, County Administrator  
415 South Pine Street  
Walhalla, SC 29691

Facsimile Bids: The County will accept the facsimile transmission of a proposal at the risk of the bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile transmission should be transmitted to the attention of Dale Surratt, County Administrator, Fax No. 864.638.4246.

E-Mail Bids: Electronic proposals may be e-mailed to the attention of Dale Surratt, E-mail address: dsurratt@oconeesc.com.

Please note that this solicitation is also being sent to a number of other institutions as well and that the County reserves the right to select the proposal determined to be the most advantageous to the County. The selection process will be heavily weighted toward lowest financing costs. The County reserves the right to reject any or all bid proposals as well as negotiate with the lowest responsible bidder.

1. Terms and Conditions:

- (a) Amount to be Financed: Not exceeding \$800,000.
- (b) Payments: Five (5) approximately equal annual principal and interest payments under the Lease Agreement will be due and payable March 1, 2010 to and including March 1, 2014. Unless otherwise designated by a bidder, interest on the lease will be calculated based on a 360-day year comprising twelve 30-day months.
- (c) Guarantee of Interest Rate: The interest rate, costs and other terms of the bid submitted must be guaranteed from the date of your proposal to the closing date (expected to be approximately \_\_\_\_\_, 2009).
- (d) Equipment: Three (3) fire trucks.
- (e) Form of Equipment Lease-Purchase Agreement: A bidder's proposed form of lease agreement ("Lease Agreement") should be provided within three (3) business days of the award of the successful proposal.
- (f) Non-appropriation: A non-appropriation provision acceptable to the County must be included in the Lease Agreement.
- (g) Non-substitution: A non-substitution provision is not permitted to be included in the Lease Agreement.
- (h) Deficiency Judgment: No deficiency judgment can be assessed or imposed against the County nor will the full faith, credit and taxing power of the County be pledged to the payment of the Lease Agreement.
- (i) Title: Title to the equipment will be in the name of the County subject to the lessor's rights under the Lease Agreement. The Lease Agreement must allow the County to dispose of various items of equipment in its discretion provided the value of the remaining items of equipment is not less than the outstanding balance of the lease at the time of such disposition.

- (j) Acquisition/Escrow Account: The County will require the successful bidder to transfer by Federal funds the full amount of this financing on the date of the closing. If a bidder requires that the Acquisition/Escrow Account be held by it or its designee, the bidder must so indicate in its proposal. Otherwise the County retains the right to designate a bank to act as custodian of the Acquisition/Escrow Account. The Acquisition/Escrow Account must be an interest bearing account. Interest earnings in the Acquisition/Escrow Account must accrue to the County. This Account will be structured to allow payments therefrom to be made (1) to the County to reimburse it for amounts previously expended on the equipment, and (2) to the equipment vendor for payment of the equipment as directed by the County.
- (k) Costs of Issuance: All such costs relating to the preparation of the Lease Agreement and fees of special counsel will be paid by the County. Any fees and costs of the bidder to be paid by the County must be stated in the response to the Request for Proposals. The Lease Agreement must allow the County to pay its legal fees and costs related to execution and delivery of the Lease Agreement out of the proceeds of the Lease Agreement.
- (l) Insurance: The County is insured through the South Carolina Insurance Reserve Fund. The Equipment will be insured in a similar manner at face value. The lessor may be listed as a loss payee, but may not be listed as an additional insured under the County's insurance coverage.
- (m) Lease Agreement Designated As Qualified Tax-Exempt Obligations: The County will designate the Lease Agreement as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986 relating to the ability of financial institutions to deduct from income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax-exempt obligations.
- (n) Closing: The County expects to accept the successful proposal on \_\_\_\_\_, 2009, and to close the transaction on or about \_\_\_\_\_, 2009.

## II. Proposal Requirements:

- (a) The proposal must be in writing.
- (b) No response may be modified by a bidder after it has been submitted.
- (c) Proposals should include: the name, address, and telephone number of your institution; the primary contact; and identity of legal counsel, if any.



- (d) Proposals must be accompanied with a list of all requirements and conditions associated with the bid.
- (e) Proposals must indicate a single interest rate for the lease term and include an amortization schedule showing annual payment amounts for the term of the financing.
- (f) Proposals must provide full disclosure of all financing costs, including any closing, legal, and tax opinion charges.
- (g) Any prepayment penalty or other fee requirements should be detailed in the proposal.

### III. Evaluation of Proposals and Award.

After the proposals are received, they will be evaluated by the officials of the County based on various factors, including the interest rate, redemption terms, additional covenants and terms, if any, and other conditions set forth therein. The County reserves the right to reject any and all bids or to waive irregularities in any proposal. The County expects to accept the successful proposal by 4:00 p.m. on \_\_\_\_\_, 2009.

IV. Legal Opinion. The execution and delivery of the Lease Agreement is subject to the approving opinion of the McNair Law Firm, P.A., Special Counsel.

V. Tax Exemption and Other Tax Matters. The Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, imposes various restrictions, conditions and requirements relating to the excludability from gross income for federal income tax purposes of interest paid on obligations such as the Lease Agreement. The County will covenant to comply with certain covenants, restrictions, conditions and requirements designed to ensure that interest paid under the Lease Agreement will not become includable in gross income of the recipients thereof for federal income tax purposes. Failure to comply with these covenants could cause interest paid under the Lease Agreement to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Lease Agreement.

The Code imposes an alternative minimum tax on a taxpayer's "alternative minimum taxable income" if the amount of such alternative minimum tax is greater than the amount of such taxpayer's regular income tax. The interest component of the Lease Agreement is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations nor is such interest taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations.

The accrual or receipt of interest on the Lease Agreement may affect the federal income tax liability of the lessor. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Purchasers of the Lease Agreement are advised to consult their tax advisors as to the tax consequences of purchasing or holding the Lease Agreement.

VI. Investment Letter. The lessor will be requested to execute a letter to the County in substantially the form submitted with this Request for Proposals.

VII. Additional Information.

If you should have any questions regarding the Request for Proposals, you should contact:

Dale Surret  
Oconee County Administrator  
864.638.4244  
e-mail: dsurret@oconeesc.com

Kendra Brown, CPA, CGFO  
Assistant County Administrator for  
Administrative Services and Finance  
864.638.4235  
email: kbrown@oconeesc.com

Daniel R. McLeod, Jr.  
McNair Law Firm, P.A.  
864.271.4940  
email: dmcleod@mcnair.net

Michael W. Burns  
McNair Law Firm, P.A.  
864.271.4940  
email: mburns@mcnair.net

s/ Reg Dexter  
Chairman of County Council,  
Oconee County, South Carolina

Dated: \_\_\_\_\_, 2009.

SCHEDULE

OCONEE COUNTY, SOUTH CAROLINA  
EQUIPMENT LEASE-PURCHASE, 2009  
FILE NO.: TBA

<u>Date (2009)</u>	<u>Action</u>	<u>Responsible Parties</u>
February 25	Agenda Deadline	McNair Law Firm
March 3	First Reading of Lease-Purchase Ordinance	County Council; County Administrator; County Attorney
March 17	Second Reading of Lease-Purchase Ordinance	County Council; County Administrator; County Attorney
March 26	Agenda Deadline	McNair Law Firm
April 7	Third Reading and Enactment of Lease-Purchase Ordinance	County Council; County Administrator; County Attorney
April 8	Distribute Request for Proposals	McNair Law Firm
April 22	Receipt of Bids	County Administrator; Chairman of County Council; McNair Law Firm
May 5	Pre-Closing	Certain County Officials; County Attorney; McNair Law Firm
May 6	Closing	Certain County Officials; County Attorney; McNair Law Firm

**Loan Amortization Schedule**

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4/1/14

Download from [www.vertex42.com](http://www.vertex42.com)**Inputs**

Loan Amount	\$	800,000
Annual Interest Rate		3.00%
Term of Loan in Years		5
First Payment Date		3/1/2010
Frequency of Payment		Annually

**Summary**

Rate (per period)	3.000%
Total Payments	\$873,418.29
Total Interest	573,418.29
Interest Savings	(\$0.00)

**Payment (per period): \$174,683.66****Amortization Schedule**

No.	Due Date	Payment Due	Additional Payment	Interest	Principal	Balance
						\$800,000.00
1	3/1/2010	174,683.66		24,000.00	150,683.66	649,316.34
2	3/1/2011	174,683.66		19,479.49	155,204.17	494,112.17
3	3/1/2012	174,683.66		14,923.37	159,660.29	334,251.88
4	3/1/2013	174,683.66		10,327.56	164,656.10	169,595.78
5	3/1/2014	174,683.65		5,087.87	169,595.78	0.00

**Loan Amortization Schedule**

© 2005 Vertex12, LLC

7.1.4

[Download from Vertex12.com](http://www.vertex12.com)**Inputs**

Loan Amount	\$	800,000
Annual Interest Rate		6.00%
Term of Loan In Years		5
First Payment Date		3/1/2010
Frequency of Payment		Annually

**Summary**

Rate (per period)	6.000%
Total Payments	\$949,585.60
Total Interest	\$149,585.60
Interest Savings	\$0.00

**Payment (per period) \$189,917.12****Amortization Schedule**

No.	Due Date	Payment Due	Additional Payment	Interest	Principal	Balance
						\$800,000.00
1	3/1/2010	189,917.12		48,000.00	141,917.12	658,082.88
2	3/1/2011	189,917.12		39,484.97	150,432.15	507,650.73
3	3/1/2012	189,917.12		30,459.04	159,458.09	348,192.66
4	3/1/2013	189,917.12		20,891.56	169,025.56	179,167.09
5	3/1/2014	189,917.12		10,750.83	179,167.09	0.00

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

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

**ITEM TITLE OR DESCRIPTION:**

Full page advertisement in the 2009 Visitors Guide to the Upcountry South Carolina Magazine, which will be distributed state wide and regionally in SC, NC, GA, FL, TN & AL, nationally and internationally. This is a State PRT publication handled by the Discover Upcountry Carolina Association, one of the State's tourism regional offices.

**BACKGROUND OR HISTORY:**

The Visitors Guide to the Upcountry South Carolina Magazine is a tourism marketing publication published annually by the Discover Upcountry Carolina Association. 70,000 of these publications are produced annually and distributed throughout the State of South Carolina in Welcome Centers, Chambers of Commerce and other visitors' centers through the region, area parks, campgrounds and attractions, and at national and international travel and trade shows. The guide is also mailed to approximately 20,000 individuals responding to advertising and marketing campaigns.

Topics of interest covered in the annual publication include attractions, scenic points of interest, recreation, arts & entertainment, festivals & special events, visitor information, shopping, accommodations, restaurants, real estate & relocation, conventions and maps.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The time frame presented to us this year was short notice as Council approval is needed by March 6, 2009. This item is pending approval through the PRT Commission, which meets Monday, March 2, 2009. I do not anticipate any issues with this request being approved in PRT Commission as we have used this ad space for three years running and will have a report sent to Mr. Surratt upon completion of the PRT Commission meeting. Final layout of the full page advertisement will be complete upon a publishing meeting with Discover Upcountry.

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

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No (check) (2001-15 on Procurement's website)  
If no, explain briefly: No, single source due to advertising specifically with the vendor, Discover Upcountry.

**STAFF RECOMMENDATION:**

Staff recommends approval of an expenditure of up to \$2400.00 for a full page advertisement on the inside front cover in the Visitors Guide to the Upcountry South Carolina Magazine.

**FINANCIAL IMPACT:**

This project will not exceed \$2,400 with funds coming from the PRT Commission's 75% portion of the Local Accommodations Tax Fund, with no matching requirement and no impact to the general fund budget. Current fund balance in the 75% Local Accommodations tax is \$41,176.16.

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

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

**ATTACHMENTS- Discover Upcountry Magazine**

**Reviewed By/ Initials:**

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

 \_\_\_\_\_  
Finance

 \_\_\_\_\_  
Grants

\_\_\_\_\_  
Procurement

**Submitted or Prepared By:**

Phil Shirley, PRT Director

Department Head/Elected Official

**Approved for Submission to Council:**

  
Dale Surratt, 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 17 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: March 3, 2009  
COUNCIL MEETING TIME: 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

AWARD THE RENEWAL OF RFP 05-14 TO ANNA PRATER OF LIBERTY, SC IN THE AMOUNT OF APPROXIMATELY \$84,000.00 FOR TITLE SEARCH SERVICES FOR THE DELINQUENT TAX OFFICE.

**BACKGROUND OR HISTORY:**

The original Request for Proposal (RFP) # 05-14 was issued in March of 2006 to select a contractor to conduct approximately 1500 title searches (\$60 each) plus 200 title updates (\$15 each) of various parcels of real property for the Delinquent Tax Office in preparation for the annual Tax Sale. The RFP allowed for up to 4 renewals. This year will be the third renewal of this contract and the County has negotiated with Anna Prater for better rates. The new title searches estimated at 1200 will be \$55 each, the one year updates estimated at 200 will be \$15 each and the two year updates estimated at 500 will be \$30 each. Since this contractor has established a data base of information from the previous two years of title searches, the new title searches and updates were negotiated at a lower price.

South Carolina Law Title 12, Section 12-49-300 requires that the Delinquent Tax Office give notification to mortgage holders prior to seizure. Notification must be by certified mail (return receipt requested) thirty days prior to the sale of the property at a tax sale.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

None.

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes

**STAFF RECOMMENDATION:**

Staff recommends that County Council approve the contract renewal to Anna Prater of Liberty, SC for an estimated cost of approximately \$84,000.00 to conduct required title searches for the delinquent tax sale on November 2, 2009.

**FINANCIAL IMPACT:**

If the County fails to meet the requirements of Title 12, Section 12-49-300, the delinquent tax sale could be challenged which would result in a loss of approximately \$250,000.00 in delinquent and current taxes. The cost for the title search contract will be paid from budget line item 010-305-60305. Fees collected from delinquent taxpayers and the tax sale fund this account.

**ATTACHMENTS**

I. Contract

**Reviewed By/ Initials:**

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

 Finance

N/A

\_\_\_\_\_  
Grants

 Procurement

**Submitted or Prepared By:**

  
Department Head/Elected Official

**Approved for Submittal to Council:**

  
Dale Surrency, County Administrator

Co. Attorney is reviewing it w/ll have comments

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.

COUNTY OF OCONEE  
STATE OF SOUTH CAROLINA

Title Search Contract

This contract is made and entered into this 4<sup>th</sup> day of March 2009 by and between and Anna Prater of Liberty, SC (hereinafter called the "Provider") and the County of Oconee (hereinafter called the "County"). The contract is subject to the conditions and provisions set forth herein. The County's Request for Proposal (RFP) #05-14 issued March 6, 2006, and Provider's response dated March 20, 2006 are incorporated herein by this reference, and shall be a part of this contract instrument.

For the purpose of this Contract, the term "Contract Period" shall be defined as an annual contract period commencing on April 20, 2009. Both parties understand that each contract period will be for approximately seventeen months. This period of time is required for title updates to be performed on all property that is not redeemed within the twelve-month period after the initial title search has been completed.

Provider will accept responsibility for performing **20-year title searches** on all parcels submitted to Provider by the Delinquent Tax Collector. The Delinquent Tax Collector will provide Provider with a sales list including taxpayer's name and parcel number by June 5, 2009, for the 2009 tax year.

For each parcel of real property assigned by the Delinquent Tax Office for the Tax Sale, the following applies:

1. Provider will check all relevant records, including mortgages, liens, and probate for up to a period of twenty years. Any mortgage or lien holder of record will be noted along with their address.
3. Provider will provide completed title searches to the Delinquent Tax Collector on the following dates:

Parcels assigned to be completed and submitted to the Delinquent Tax Office on the following dates:

- ✓ Parcels A - M - submitted by July 17, 2009
- ✓ Parcels N - R - submitted by August 14, 2009
- ✓ Parcels S - Z - submitted by September 18, 2009

Delinquent Tax Collector reserves the right to withdraw any parcel from the Provider's active list upon notice to Provider. Notice will be given in writing. Provider will be paid for work which is completed.

Provider agrees to furnish each title search for a fee of \$55.00. The fee for one year updates performed will be \$15.00. The fee for two year updates performed will be \$30.00.

Provider agrees that experienced, qualified abstractors will perform all title searches. Part-time students will be not be acceptable.



Invoices for work performed should be submitted monthly with payment to be expected within thirty days from receipt of invoice. A retainer of four percent (4%) of each invoice will be held until all updates are received and approved by the Delinquent Tax Collector.

Provider shall indemnify the County against all liability, loss, costs, damage or expense sustained by the County, including attorney fees and other expenses of litigation arising out of or due to any act or omission of vendor in the performance of an agreement or arising out of or due to the failure of vendor in any respect to satisfy its obligations under this agreement.

Provider shall provide one million (\$1,000,000.00) dollars of errors and omissions insurance and five hundred thousand (\$500,000.00) of liability insurance. Provider shall name Oconee County as a named insured on said policies. Provider shall also provide workers' compensation insurance.

Provider will only be responsible for information provided by the Delinquent Tax Office and the records on file in Oconee County.

This agreement cancels and supersedes all prior written and unwritten agreements, attachments, schedules and understandings between the parties to the matters covered in this agreement, and contains the entire agreement between the parties. No amendment, modification or waiver of, addition to, or deletion from the terms of this agreement will be effective unless reduced to writing and signed by representatives of both parties with actual authority to bind the parties.

Acceptance of contract shall be evidenced below per the signatures of the contracting parties.

Witness (as to the Provider)

\_\_\_\_\_

Area Prator

Witness (as to the County)

\_\_\_\_\_

Oconee County

Oconee County  
Administrator's Office

Dale Surratt  
County Administrator

Oconee County  
Administrative Offices  
415 South Pine Street  
Wadega, SC 29691

Phone: 864-638-4214  
Fax: 864-638-4246



## MEMO

TO Council

From Dale

RE Comments – AIS from John Murray – 6<sup>th</sup> radio site

Date March 3, 2009

My comments regarding this AIS:

**Admn. delayed procurement of the site** – It was my understanding of the Dec. 2 request by Mr. Murray that he wished to utilize Gunby Comm. as a sole source for the radios only. I agree with that because they have installed the radios at the other 5 sites and they all will be linked. Mr. Murray's interpretation is that he was asking for Gunby to do the total package, site work, building, building installation, fencing, and tower. When I discussed this with Mr. Murray in December I advised him that he was free to bring the matter back to CC for clarification. My input is that the tower, site work, fencing, and building have nothing special in nature about them that the County would benefit in the same fashion as the County would benefit from the radio work.

**Increased cost due to delay** - Mr. Murray advised me about a week before the end of December that "tower prices were going up" and he wanted me to approve a sole source PO to Gunby in excess of \$25,000 for the tower, building, fencing, and labor based upon the Dec. 2 CC vote. This was pricing information provided by Gunby only with no bidding by county procurement. I declined because there was no bid to substantiate the pricing and believe CC had authorized only the radios for sole source.

**Possible lower cost options** – I have not been involved with the site selection but after reviewing this AIS I checked with the Planning Department for existing county ZBA approved towers. A check of a FCC/FAA website confirms the existence of these towers as well as contacts for each. There are three located in the Hwy 11 Salem area. They range in site elevation from 987 feet to 1,149 feet. One was approved in 2004 for a 250 foot tower, 2005 @ 250 feet, and 2005 @ 190 feet. According to the planning department the ZBA board regular asks if the towers are available for public safety use at no cost and the companies respond that they are available for free. The radio site for the Fairplay/I-85 area is on a cell tower at no cost for tower rental. It is unclear from the AIS information as to whether these sites were verified by Mr. Murray.

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** 3/03/09  
**COUNCIL MEETING TIME:** 7:00PM

**ITEM TITLE OR DESCRIPTION:**

On December 2, 2008, agenda item summary was brought before the county council for lease agreement with the state. Council approved the request and awarded sole source contract to Gunby Communications for the entire site. The award was delayed by the county administrator; he felt that the tower should be broken out as a separate package. We have done that and the attached specifications are ready to be sent out for bids. We have \$133,005.00 available in funding and needed an additional \$123,500 in December 2008. Due to delay in the project we have experienced costs increase with biggest increase being for the tower. We now project that additional funding required will be \$179,855.00.

**BACKGROUND OR HISTORY:**

This sixth site is the final site needed to complete the Oconee County Voter Network that was designed in 2000. The original design was for six sites. The county originally approved funding for three sites. Funding was based on the fact that we would use existing systems and joint partner with other agencies or industries where we would have minimum facility costs involved. Funding for the fourth site was approved in FY2000-2002. Funding was approved in FY2005-2006 for the fifth and sixth sites. The fifth site was completed in 2007 by sharing the facilities of WRAF FM Station in Toccoa Falls, Georgia. It was our intention to use joint facilities owned by Duke Power or one of the water towers in the county where we would not have to do excessive construction for this sixth site. I personally ran radio plots and they were rerun by Mark Youngblood, Chief Engineer for Duke Energy at all of their facilities as well as other facilities we accessed within the county. The location that we discovered which will give the best coverage on the eastern part of the county was a site located at Piedmont Nursery. To be sure this was the best site, we had our radio dealer run a third site test at that location to confirm the best location for our sixth site. All analysis was completed in May 2008. Since that time we have been working with the State Forestry to obtain an agreement to use that site. A signed agreement was approved at the December 2nd County Council Meeting and a copy is attached.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

This site is the only radio site in the system that has no commercial power hookup, no building, and no tower facilities; everything at this facility has to be provided as a total new site. Equipment, tower, building, security fencing, landscaping, and minimum road establishment is about 1500 feet off the main road. Therefore, the investment in this site will be the most expensive for a total of \$312,860.00 with a need of \$179,855.00 additional funding. Tower installation will not be sole sourced to Gunby Communications but will be let for bids.

**STAFF RECOMMENDATION:**

I recommend that funding be approved for the sixth and final radio site. It has taken almost eighteen months to locate, validate the site, and obtain a lease with the state. The lease is for 30 years, five years renewable at no cost to the county.

**FINANCIAL IMPACT:**

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

Total cost of the project has changed from \$256,520.00 to \$312,860.00. We have \$133,005.00 but an additional \$179,855.00 is needed.

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

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

**ATTACHMENTS**

Forestry Service Agreement  
Cost Proposal

Submitted or Prepared By:

  
Department Head/Elected Official

Approved for Submittal to Council:

*See attached memo for comments*  
  
Dale Surratt, County Administrator

Reviewed By/ Initials:

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

\_\_\_\_\_ Finance

\_\_\_\_\_ Grants

C: Clerk to Council

Oconee County  
Administrator's Office

Dale Surratt  
County Administrator

Oconee County  
Administrative Offices  
415 South Pine Street  
Walhalla, SC 29691

Phone: 864-638-6245  
Fax: 864-638-4216



## MEMO

TO Council  
From Dale *Dale Surratt*  
RE Comments - AIS from John Murray - 6<sup>th</sup> radio site  
Date March 8, 2009

My comments regarding this AIS

**Admn. delayed procurement of the site** - It was my understanding of the Dec. 2 request by Mr. Murray that he wished to utilize Gunby Comm. as a sole source for the radios only. I agree with that because they have installed the radios at the other 5 sites and they all will be linked. Mr. Murray's interpretation is that he was asking for Gunby to do the total package, site work, building, building installation, fencing, and tower. When I discussed this with Mr. Murray in December I advised him that he was free to bring the matter back to CC for clarification. My input is that the tower, site work, fencing, and building have nothing special in nature about them that the County would benefit in the same fashion as the County would benefit from the radio work.

**Increased cost due to delay** - Mr. Murray advised me about a week before the end of December that "tower prices were going up" and he wanted me to approve a sole source PO to Gunby in excess of \$25,000 for the tower, building, fencing, and labor based upon the Dec. 2 CC vote. This was pricing information provided by Gunby only with no bidding by county procurement. I declined because there was no bid to substantiate the pricing and believe CC had authorized only the radios for sole source.

**Possible lower cost options** - I have not been involved with the site selection but after reviewing this AIS I checked with the Planning Department for existing county ZBA approved towers. A check of a FCC/FAA website confirms the existence of these towers as well as contacts for each. There are three located in the Hwy 11 Salem area. They range in site elevation from 987 feet to 1,149 feet. One was approved in 2004 for a 250 foot tower, 2005 @ 250 feet, and 2005 @ 190 feet. According to the planning department the ZBA board regular asks if the towers are available for public safety use at no cost and the companies respond that they are available for free. The radio site for the Fairplay/I-85 area is on a cell tower at no cost for tower rental. It is unclear from the AIS information as to whether these sites were verified by Mr. Murray.

OCONEE COUNTY COMMUNICATIONS  
SIXTH RADIO SITE  
COST PROPOSALS

Electrical, microwave, and lightening protection	\$ 64,000.00
Equipment	\$ 65,000.00
Tower including installation, lighting protection, grounding mat, and antenna cables	\$ 126,000.00
Fencing	\$ 15,000.00
Building, landscaping, and electrical connection	\$ 26,000.00
SUBTOTAL	\$ 296,000.00
LESS LABOR	\$ (15,000.00)
SUB TOTAL	\$ 281,000.00
TAX	\$ 16,860.00
	<hr/>
Sub Total	\$ 297,860.00
Labor	\$ 15,000.00
TOTAL	\$ 312,860.00

*Scott [unclear]*      *Rec from [unclear] 1-12-01*

COMMUNICATIONS SITE LICENSE  
(South Carolina Forestry Commission Property in Oconee County)

THIS COMMUNICATIONS SITE LICENSE ("License") is entered into this 7 day of July, 2001, by the South Carolina Budget and Control Board, Division of State Information Technology ("DSIT"), The South Carolina Forestry Commission ("Forestry") (DSIT and Forestry are hereinafter collectively referred to as "Licensor") and Oconee County Emergency Communications ("Oconee") (as "Licensee").

Licensee, Subject to the following terms and conditions, Licensor hereby grants to Licensee a license to install, construct, maintain, and operate radio communications equipment, a communications tower and building to house communications equipment on Forestry's property located on property described in Exhibit "A" (the "Premises") at the coordinates of Longitude 84 35 36.6 N Latitude 83 02 12.5 W, and licenses to Licensee use of those areas of the Premises necessary for connecting Licensee's equipment to the tower from a building/cabinets located on the Premises (the "Site"), a description of the Site is more particularly described in Exhibit "B". Licensor shall continue to have the right to occupy and use the Premises, including the Site. Licensor also grants Licensee a license during the term of this License agreement for ingress and egress at those points on the Premises that Licensor approves in advance. Licensee may install equipment, one (1) tower, small support building, personal property, improvements or fixtures as listed on Exhibit "C" (the Equipment), or as Licensor may otherwise approve, such approval not to be unreasonably withheld, conditioned or delayed. Any personal property of Licensee, whether or not fixed or attached to the Premises or the building, shall remain the property of Licensee prior to termination of this License without regard to whether it appears on Exhibit "C".

1. Use

- (a) Purpose. Licensee shall use the Site for the purpose of constructing, installing, maintaining, improving, and operating public safety transmitter equipment. At the Licensee's expense, the Licensee is approved to construct a 130' antenna, construct a support building, install transmitters, transmission lines, antennas and incidentals to operate the public safety radio system.
- (b) Permits. Licensee shall be solely responsible for securing any and all building permits and approvals, zoning changes or approvals, variances, use permits, and other governmental permits from applicable governmental authorities, including any Federal Aviation Administration approval (collectively, "Permits") prior to any construction on the Site. Licensor agrees to reasonably cooperate with Licensee in obtaining the Permits. Copies of the Permits shall be provided to Licensor, upon request. Licensee shall properly pay all costs and expenses and shall not cause or permit any lien to be created against the Premises and shall indemnify and hold Licensor harmless from any and all claims or costs arising out of the use of the Premises by the Licensee.
- (c) Site Plan and Description of Equipment. Attached as exhibits to this License is a description of the tower, building, antenna, transmission line, and associated electronic equipment and their location on the property. The Site Plan shall be approved by the Licensor prior to the installation of any equipment and for improvements.
- (d) Installation of Equipment. The installation of all equipment and the use of any subcontractors or riggers must be approved in writing and in advance by the Licensor. If the Licensor determines that a private engineering firm is required to ensure the structural integrity and safety of the installation, then Licensee shall pay for a mutually agreed engineering consultant to certify that the installation of the tower installation will be done in a proper workmanlike manner. All costs of the installation, maintenance, and use of the Licensor's equipment will be the sole responsibility of the Licensee.
- (e) Specifications for Installation. The following specification regarding installation shall be strictly adhered to:
  - (1) The Licensee or its contractor shall provide proof of insurance including workers' compensation insurance and liability insurance in an amount approved by the Licensor. All personnel must wear protective equipment and comply with OSHA safety regulations.
  - (2) The tower and building design must be approved in advance by Licensor.
  - (3) Only non-rustable hardware shall be used.
  - (4) After construction/installation has been completed, Licensor shall be notified. At Licensee's expense, the Licensor may request that an engineer of Licensor's choice inspect the construction/installation. Licensee's representative must be present during such inspection and it will take place only during normal business hours.

- (5) Licensee, at its own expense, shall maintain Licensee's property in accordance with reasonable engineering standards to assure that at all time Licensee's property and its operation is in conformance with the requirements of the Federal Communications Commission and all other public authorities with jurisdiction over Licensee.
  - (6) The Licensee at its own expense shall maintain the grounds around the tower and building. A security fence shall be constructed around the tower for safety.
  - (7) If required by the FCC or FAA due to the addition of the Licensee's equipment, the Licensee agrees to provide any required new or modified tower lighting, the specifications of which shall be mutually agreed upon by the parties per FAA requirements.
2. Term. The term of this License shall be for a period of five (5) years, commencing on December 1, 2008 and terminating at midnight on November 30, 2013.
3. Renewal Term(s). Licensee shall have the right to extend this License for (3) three additional terms of five (5) years ("Renewal Term") on the same terms and conditions as set forth in this License. This License shall automatically be renewed for the successive Renewal Term unless Licensee notifies Licensor of Licensee's intention not to renew the license at least 30 days prior to expiration of the first term.
4. License Fee.
- (a) Licensee shall provide Forestry, at no cost, the following:
    - (1) Space on the tower for one (1) twenty (20) foot antenna;
    - (2) Three feet by three feet floor space (with space to open a cabinet) inside the building;
    - (3) One antenna hard line (coax) with proper grounding through the wall-bulkhead panel for entrance;
    - (4) One 120VAC single phase 20 amp circuit (actual power to draw approximately 15 amps); and
    - (5) Access to generator back-up power.
  - (b) If space on the tower is available, Licensee shall provide DSIT, at no cost, the items listed in paragraph 4, subparagraph (a).
  - (c) If Licensee, for a fee, leases or otherwise provides space on the tower to party other than the parties set forth in this agreement, Licensee shall remit to DSIT ten percent (10%) of any such fee to be used by DSIT in accordance with state law. In addition, Licensee shall also remit to Forestry ten percent (10%) of any such fee if state law permits Forestry to receive and retain such funds.
5. Conditions Precedent. Licensee's obligation to perform under this License shall be subject to and conditioned upon:
- (a) Licensee's approval of the condition of the Premises, which may be subject to, at Licensee's option, an environmental audit of the Premises performed by an environmental consulting firm of Licensee's choice at Licensee's cost;
  - (b) Licensee securing appropriate approvals for Licensee's intended use of the Site from the Federal Communications Commission, the Federal Aviation Administration, the applicable State Historic Preservation Office, and any other federal, state or local regulatory agency having jurisdiction over Licensee's proposed use of the Equipment; and
  - (c) Licensee's determination that the Premises are appropriate for Licensee's needs.
- In the event of a failure of any of the above referenced conditions precedent within 90 days of execution of this License, Licensee may terminate this License through written notice to Licensor.
6. Conditions Subsequent. In the event that Licensee's intended use of the Equipment, the Site and the Premises is actually or constructively prohibited or the Site and the Premises are, in Licensee's opinion, unacceptable to Licensee, then this License shall terminate and be of no further force or effect, except as to Licensee's duties under paragraph 10 below.
7. Utilities and Access.
- (a) Licensee shall be responsible for all the install and maintenance of power utilities, grounding and wiring connectivity to their equipment.



(b) Licensor shall have free access to the Premises and Site at all times. Keys to any gates or buildings placed on the Premises by Licensee shall be assigned to the Piedmont Forestry Center Coordinator with a duplicate assigned to the Forestry Communications Coordinator. In the event DSI locates on the Premises, DSI shall also be assigned keys. These keys shall not be duplicated or assigned by Forestry or DSI without written consent of Licensee. Keys to existing gates controlling ingress or egress to the Premises shall be assigned by Forestry to Licensee and returned upon termination of this License. Licensee shall not duplicate or reassign any such keys without the written consent of Forestry.

9. Termination. Except as otherwise provided, this License may be terminated, without any penalty or further liability, immediately upon written notice or as otherwise provided below, as follows:

(a) For cause:

- (1) By either party upon a default of any covenant or term of this License by the other party which default is not cured within 180 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions of this License); or
- (2) By Licensee if it is unable to obtain or maintain any license, permit or other Permits necessary to the construction and operation of the Equipment or Licensee's business or intended use of the Premises; or
- (3) Immediately by Licensor if Licensor determines, in Licensor's sole discretion, that any condition exists which endangers life or property. If this License is terminated pursuant to this provision, the parties agree to work cooperatively to find an interim solution, if such a solution is appropriate and available.

(b) For convenience:

- (1) By Licensee upon six months written notice to Licensor; or
- (2) By Licensor upon six months written notice to Licensee.

10. Removal of Equipment and Restoration of Site upon Termination. Licensee agrees to remove, at Licensor's expense, all Equipment from the Site within ninety (90) days after termination of this License Agreement or the same may be removed by Licensor and charged to Licensee.

11. Taxes. Licensee shall pay any applicable real or personal property taxes assessed on or any portion of such taxes attributable to Licensee's Equipment (including any towers or buildings).

12. Liability Insurance. During the term of this License, Licensee shall maintain, at its own expense, insurance covering claims for public liability, personal injury, death and property damage under a policy of general liability insurance, with limits of not less than \$500,000.00 per person and \$1,000,000.00 per occurrence, and property damage insurance of not less than \$500,000.00. Such insurance shall insure against liabilities arising out of or in connection with Licensee's use or occupancy of the Premises subject to the standard exceptions found in commercial general liability insurance policies. Licensor shall maintain its standard insurance policies, which cover all State owned properties and shall provide, upon request, details regarding such coverage.

13. Condemnation. If a condemning authority takes, or acquires by deed in lieu of condemnation, all of the Premises, or a portion sufficient to render the Premises or the Site unsuitable for the use which Licensor was then making of the Site, the Premises or the Tower, Licensee may terminate this License effective as of the date the title vests in the condemning authority, subject to Licensor's duty to remove the Equipment.

14. Environmental Matters.

(a) Licensor represents that, to Licensor's best knowledge, no Hazardous Materials are presently located on the Premises. If after Licensee takes possession of the Premises Hazardous Materials are discovered to exist on, under or beneath the Premises, Licensee may terminate this License and Licensee shall owe no further duties, obligations or liability to Licensor.

(b) The Licensee shall be responsible for all required environmental impact statements required by State or Federal Law prior to beginning construction.

- 15) Licensee shall comply with all laws, ordinances, rules, orders or regulations applicable to Hazardous Material. Licensee shall not use the Premises for treatment, storage, transportation to or from, use or disposal of Hazardous Materials (other than pesticide products necessary for the operation of an emergency electrical generator to serve the Equipment). Licensee shall be responsible for any expense incident to the abatement or compliance with the requirements of any federal, state or local statutory or regulatory requirements caused, directly or indirectly, by the activities of the Licensee or Licensee's agents, employees or contractors. (Licensee's responsibility in this regard includes termination of this License agreement.)

As used in this License, "Hazardous Materials" shall mean any and all polychlorinated biphenyls, petroleum products, asbestos, lead, formaldehyde and other hazardous or toxic materials, wastes or substances, any pollutants, heavy contaminants, or any other similar substances or materials which are defined or identified as such or regulated by any federal, state or local laws, rules or regulations (whether now-existing or hereinafter enacted) pertaining to environmental regulations, contamination, cleanup or any judicial or administrative interpretation of such laws, rules or regulations or any substance that after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or indirectly through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities.

#### 16. Hold Harmless

Licensee agrees to defend, indemnify and hold Licensor and other state agencies, their officers, agents and employees harmless from any and all costs, damages, expenses, losses, claims, actions, suits, causes of action, judgments, and charges of every kind and nature whatsoever, including reasonable attorney's fees, which may in any manner arise out of or relate to Licensee's use of the Equipment or Premises or the performance or non-performance of this License by Licensee, Licensee's subcontractors, employees, agents, or assigns, including without limitation, those that may arise out of the use or furnishing of materials, and as to such claims, actions or causes of action arising from or resulting from any negligence or intentional misconduct by Licensee, its subcontractors, agents, servants, employees, or any or all of them.

- 17) Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, by certified mail, return receipt requested, or by overnight service having a record of receipt to the addresses indicated below:

To Licensor:  
South Carolina Budget and Control Board  
Division of State Information Technology  
4430 Broad River Road  
Columbia, SC 29210  
Attn: Tower Management/George Crowell  
(w) 803-896-0367

South Carolina Forestry Commission (Primary Contact)  
Paul Blessing  
Piedmont Forestry Center Coordinator  
154 Piedmont Nursery Road  
Cannasee, South Carolina 29686  
(w) 864-944-1104  
(c) 803-667-2057

South Carolina Forestry Commission (Primary Contact for Emergency Communication Problems and Secondary Contact for issues arising under this License)  
Lloyd Mitchell  
P.O. Box 1765  
Florence, South Carolina 29503  
(w) 843-667-5571  
(c) 843-992-2568

To Licensee:  
Orange County Emergency Communications  
415 S. Pine Street  
Wallula, SC 29681

Attest: John A. Morley  
(s) 864-718-1010

18. Warranties and Quiet Enjoyment. Lessor has good and marketable title to the Premises free and clear of any liens, encumbrances or mortgages. Lessor warrants that Licensee shall have the quiet enjoyment of the Site during the term of the License. Lessor further warrants and represents to the best of Lessor's knowledge that (i) Licensee's intended use of the Site is not prohibited by covenant, restriction, easement, subdivision title or other contract which would prohibit Licensee's intended use of the Site; and (ii) there are no easements, licenses or other circumstances which will interfere with Licensee's intended use of the Site.
19. Assignment. Licensee may not assign, sublease, lease, or otherwise transfer this License without prior approval of Lessor, except to an affiliate, subsidiary, or any successor entity, whether directly or indirectly, controlled, or controlled by, or under common control with the subject party or to a person or entity that may be controlled by the subject party. For the purposes of this Paragraph, the term "control" shall mean the ownership, directly or indirectly, of the power to veto major policy decisions of any such entity, whether through the ownership of voting securities, by contract or otherwise.
20. Successors and Assigns. This License shall be binding upon and made to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.
21. Compliance with Laws. All installations and operations in connection with this License by either party shall be conducted in accordance with all applicable rules and regulations of the Federal Communications Commission, Federal Aviation Administration, and any other applicable federal, state and local laws, codes and regulations. Licensee is solely responsible for the licensing, operation and maintenance of Licensee's Equipment, including, without limitation, compliance with any terms of its Federal Communications Commission license with respect to obstruction lighting and any notification to the Federal Aviation Administration in that regard. Licensee's Equipment, transmission lines, and any related devices and the installation, maintenance and operation thereof, shall not damage any property or properties adjoining or interfere with the use of the remainder of the Premises, by Lessor or others, and Licensee, shall defend, indemnify and hold harmless Lessor from any such damage.
22. Miscellaneous.
- (a) This License constitutes the entire License and understanding of Lessor and Licensee, and supersedes all offers, negotiations and other licenses. Any amendments to this License must be in writing and executed by Lessor and Licensee.
  - (b) If either Lessor or Licensee is represented by a real estate broker or agent in this transaction, that party shall be fully responsible for any fees or commission due such broker or agent and shall hold the other party harmless from any such claims arising from execution of this License.
  - (c) This License shall be construed in accordance with the laws of the state in which the Premises are located, namely, the State of South Carolina.
  - (d) If any term of this License is found to be void or invalid, such invalidity shall not affect the remaining terms of this License, which shall continue in full force and effect.
  - (e) Each of the undersigned has the full right, power, and authority to execute this License on behalf of the party indicated.

<SIGNATURES ON FOLLOWING PAGE>

WITNESS WHEREOF, Licensor and Licensee have executed License as of the date, year first above written.

LICENSOR: S.C. FORESTRY COMMISSION

Witness(es)

[Signature]

By: [Signature]

Title: STATE FORESTER

Date: 12/29/03

[Signature]

Witness (2)  
Notary Public

LICENSOR: DIVISION OF STATE INFORMATION TECHNOLOGY

Witness(es)

[Signature]

By: [Signature]

Title: Division Director

Date: 1-7-2009

[Signature] (Witness)

Witness (2)  
Notary Public

LICENSEE: OCONEE COUNTY EMERGENCY COMMUNICATIONS

Witness(es)

[Signature]

By: [Signature]

Title: Dir. Communications/911

Date: 12-2-2008

[Signature]

Witness (2)  
Notary Public

LICENSEE: OCONEE COUNTY COUNCIL CHAIRMAN

Witness(es)

[Signature]

By: [Signature]

Title: Council Chairman

Date: 12-2-2008

[Signature]

Witness (2)  
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF  
PROPERTY

The property referred to herein as Premise B, is part of the parent parcel described as follows:

The South Carolina Forestry Commission Property on Cheochee Valley Road in Transier, SC. The tower being located at the coordinates N 54.55 36.6 W 83 DE 12.9

EXHIBIT "B"

SITE PLAN  
and  
EQUIPMENT LIST

Insert Licensed Site Plan

**OCONEE COUNTY EMERGENCY COMMUNICATIONS/911**  
**SHERIFF-POLICE-FIRE-HAZMAT-RESCUE-EMERGENCY ALERT**

Walhalla, South Carolina 29691

*James Singleton*  
*Sheriff*

*Office: (864) 278-1010*  
*Dispatch: (24 hrs) (864) 688-4111*  
*Fax: (864) 688-4111*

*Terry Wilson*  
*Chief Deputy*

*Heather Adlawan*  
*427-1-5 Pine Hill*

**John A. Murray - C.P.E.**  
**Director of Communications/911**

*Rebecca L. Gardner*  
*Chief Dispatcher*

December 16, 2008

Mr. David Owen  
Construction & Real Property  
PO Box 21707  
Columbus, SC 29221



Dear David,


First of all I want to thank you, the State Forester, and Paul at Piedmont Nursery for all the help and assistance you have provided in putting this lease together. I deeply appreciate your advice, assistance, and most importantly teamwork in obtaining this lease agreement. Your attendance at the County Council Meeting was most appreciated and as the many accolades given by the county Council and County Administrator, they appreciated the support of your organization as well as you personally.

I have enclosed three official signed copies for the State Forestry signature. Please return at least one directly to me.

We met with Paul last Friday to gather information for a site layout and drawing with our County Road Engineer and the contractor who will be installing the site. Once we have a detailed drawing of the site, layout I will forward three copies of it to your office. I suspect that should happen sometime over the next three weeks.

Happy Holidays and Merry Christmas to your families and staff.

Sincerely,



John A. Murray, Director  
Oconee County Communications

Enclosure

cc: Sheriff James Singleton  
Chief Terry Wilson

**MINIMUM SPECIFICATIONS FOR CONTRACTOR SERVICES  
TO PROVIDE AND INSTALL A NEW 190 FT. COMMUNICATIONS TOWER  
PLUS FOUR (4) NEW ANTENNAS AND TRANSMISSION LINES  
AT THE OCONEE COUNTY PIEDMONT FORESTRY RADIO SITE**

**Overview**

Oconee County is seeking sealed bids from qualified licensed contractors to provide and install a new 190 foot communications tower, the installation of ground mat with ground impedance of 3 OHMS or less at the Piedmont Forestry Radio Site, located at 1193 Cheochee Valley Road, Tamassee, South Carolina 29686. Latitude of property is 34-53-36.6 N, Longitude is 83.02 12.6W, 30 yards from North Robin Drive and 300 yards from Easy Street. This tower shall be capable of supporting 6 antennas and coax cables. This tower shall be rated to handle at least 110 mph winds per hour with 1" ice load. It shall be a self-supporting tower, no guy wires. The contractor shall be responsible for the concrete pad and all steel fabrication.

The contractor shall be provided a soil compaction test and site geotech report. He shall provide two (2) detailed structural stress certified engineering drawings embossed with South Carolina Professional Engineer Seal.

The Base Price shall provide, but not be limited to, the design and installation of the foundation, all necessary braces, brackets, safety devices, cable clamps, grounding kits and mat, hardware, climbing equipment, transmission cable hangers to accommodate up to 1/2" load cable, brackets, labor, freight, and S. C. Sales Tax (6%), etc. necessary to provide a complete operational installation.

**Site Visit**

There shall be a site visit on Friday, January 23, 2009 or Friday, January 30, 2009 (depending on Procurement) at 11:00 a.m. Vendors will meet at the Oconee County Law Enforcement Center, Communications Department, 300 S. Church Street, Walhalla, SC, then proceed to the site. Travel to the site from the Law Enforcement Center is approximately 30 minutes. Although not mandatory, all interested parties are urged to attend.

**Minimum Specifications**

Vendor shall provide either a galvanized tower or galvanized steel monotube/tubular steel pole.



- a. The tower structure shall be grounded for lightening protection and brought into compliance with the Electronic Association/National Electrical code grounding standards of three OHMS or less resistance. All grounding connections will be cad welded using 2 0 or better diameter grounding copper cable with 30 foot copper grounding anodes and GEM (ground enhancing material).
- b. The contractor shall provide two (2) South Carolina certified as built structural drawings embossed with a South Carolina Professional Engineer Seal.
- c. The contractor shall provide for the removal of all on site debris, soil, rock, etc.
- d. The new tower shall be capable of structurally supporting at least 6 antennas of the VHF/UHF type DB224 class at the 190 foot level. Presently only 4 will be installed. In addition, it must structurally support two one meter dishes at the 150 foot level. Only one to be installed at this time.
- e. The tower and all supporting structures shall be engineered and installed to meet or exceed ANSI/EIA 222 (latest version standards).
- f. All fasteners and hardware shall meet or exceed ASTM-A325 specifications.
- g. Galvanized finish for tower and accessories shall exceed AS1MA123.
- h. All antennas mounts and brackets shall be provided and installed by the contractor.

#### Special Site Conditions

- a. Installation site is within 15 miles or less of motels and restaurants and concrete supply companies.
- b. Access to the site is open for the delivery of material and concrete; however, there is a limitation on blocking the full road and ramp for extended periods.
- c. Contractor shall provide all safety rigging, equipment, and cranes if needed.
- d. The radio building to be installed will be approximately 25 foot from the base of the planned tower and has an existing internal grounding system for all coax transmission lines. The vendor shall be required to run the transmission lines from the tower to the interface lightening protection block in the new radio communications building. There will be a need to install an external cable tray with ice bridge connecting the cable from the tower to the building entrance location. The ice bridge and cable tray should be equivalent a product called Microflex manufactured by Valmont Industries. All necessary weatherproofing gaskets and exterior portal entrance opening will also be installed and provided

by the contractor. In addition, the following ladder type cable tray will be installed inside building. Two 12' wide X 10' long solid metal stringer cable tray/lattice manufactured by B-Line Systems with runway wall supports, support clips, ceiling support rods and hanging brackets. The cable tray is to be installed in the maintenance room between the outside wall and the internals of the new building.

- e. All transmission lines will be labeled and mounted in such a way that each transmission line vertically spaced on the tower shall be evenly spaced between each cable and an ice bridge shall be installed at the point where the cables run from the tower to the communications building so as to provide proper transmission line structural support and to protect them from falling ice off the top of the tower.
- f. The Sheriff's Department has all FCC licenses.
- g. The contractor shall obtain all necessary permits. The land use and tower permit will be provided by Oconee County.
- h. It shall be the vendor's responsibility to reverify the location of all underground utilities or services.
- i. The tower shall be completed within 70 days after notice of award.
- j. After each antenna and its transmission line is installed with proper protective, weatherproofing protection, it will be checked by the customer or his representative with either a RF bridge an SWR meter and a field strength meter to verify proper installation and tuning.
- k. Motels and restaurants are 15 miles from the site. Concrete companies are 25 miles or more from the site.

#### Additional Information

- ii. Bidder shall be insured to do tower work.
- b. Contractor shall be responsible for maintaining a safe work place and general liability insurance during construction of temporary structure(s) and tower.
- cc. Contractor must have South Carolina Workers Compensation and Professional Liability Insurance plus post a bond.
- d. It shall be the Contractor's responsibility to locate all underground utilities.

### Warranties

The tower shall have a minimum warranty of 20 years against corrosion and deterioration, 10 years against all defects resulting from defects of design, labor, material and workmanship, and five years against structural failure caused by any excessive ice or wind loads.

All antennas and cables shall have a normal manufacture warranty. Antenna installation and cables shall have a five-year warranty against improper installation and workmanship.

The contractor shall provide certificates of warranty as stated above to Oconee County.

### Presentations

After review of the bids, the County at its sole discretion may request oral presentation of the proposal from any or all respondents, including an opportunity to clarify any items in question.

### Basis of Award

Award of the bid will be to the most responsible, responsive bid based on design, structural integrity, warranty, and price. Oconee County reserves the right to reject any and all bids, waive any technicalities and/or informalities if it is deemed in the best interest of the county. The county will be the sole judge that all requirements are met in this solicitation.

### Other

Oconee County assumes no responsibility for the costs incurred in preparing your response.

### Bid Bond and Performance Bond

In place of a bid bond the bidder may submit an irrevocable letter of credit with his bid or a cashier's check in the amount of 5% of their total bid.

Alternate #2: On the Bid Form give the additional cost of providing a performance bond in the full amount of the contract upon Notice of Award to the successful contractor.

## Insurance

The Contractor shall maintain such insurance with insurance companies satisfactory to Oconee County as will protect it and Oconee County from claim under Workmen's Compensation acts and other employee benefits acts and from claims for damages because of bodily injury, including death and from claims for property damage which may arise either out of or during operations, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them. Such insurance shall not be less than the following amounts and shall include the described coverages:

a. <b>Worker's Compensation</b> Applicable Federal and State Employer's Liability, including All State and Longshoremen's Endorsements	Statutory    \$100,000
b. <b>Contractor's Liability (Comprehensive General)</b> Including Explosion, Collapse, and Underground Coverages and Care, Custody and Control	
1. Bodily Injury – each occurrence	\$1,000,000
2. Personal Injury, including Hazards A, B and C, Not to Exclude Employees	\$ Included
3. Property Damage, including Completed Operations, Broad Form, each occurrence	\$5,000,000
4. Automobile Liability, Owned, Non-owned and hired	\$1,000,000
5. Bodily Injury – per occurrence Property Damage – per occurrence	\$1,000,000 \$1,000,000

Contractor shall provide to the Oconee County Procurement office certificate of insurance for the above.

## References

Bidders shall provide with their bid at least five (5) references for similar work. The list shall include a contact person and phone number.

### Default

In case of default by the contractor, the County reserves the right to purchase any or all items/services in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

### Liquidated Damage

For each calendar day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments of contract time) the sum of \$500 per day will be deducted from any money due or to become due the contractor or his/her surety as liquidated damages. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the owner should the contractor fail to complete the work in the time provided in his/her contract.

### Interpretations or Addenda

No oral changes shall be made to any bidder regarding the bid Documents or any part thereof. Every request for an interpretation shall be made in writing to Robin Courtright, Oconee County Procurement Director, 415 South Pine Street, Walhalla, South Carolina 29691. Any inquiry received five or more days prior to the date fixed for opening of bids will be given consideration. Any changes to the specifications shall be in the form of a written Addendum to the Bid Documents. In addition, all Addenda will be faxed and mailed to each person holding Bid Documents, but it shall be the bidder's responsibility to make inquiries as to the Addenda issued. All such Addenda shall become part of the Bid Documents and all bidders shall be bound by such Addenda, whether or not received by the bidders.

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

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

**ITEM TITLE OR DESCRIPTION:**

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

**BACKGROUND OR HISTORY:**

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

**SPECIAL CONSIDERATIONS OR CONCERNS:**

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

▪ **Oconee County Emergency Services Department**

FP&S Grant = \$16,560

Local Match = \$4,140

Local match will come from the Emergency Services grant match line item 010-107-99999.

**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:**

Apply for FP&S grant program.

**FINANCIAL IMPACT:**

▪ **Oconee County Emergency Services Department**

FP&S Grant = \$16,560

Local Match = \$4,140

Local match will come from the Emergency Services grant match line item 010-107-99999.

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

Are Matching Funds Available?  Yes / No

If yes, who is matching and how much: Local match will come from the Emergency Services grant match line item 010-107-99999.

*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.*

**ATTACHMENTS**

Reviewed By Initials:

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

 \_\_\_\_\_ Finance

\_\_\_\_\_ Grants

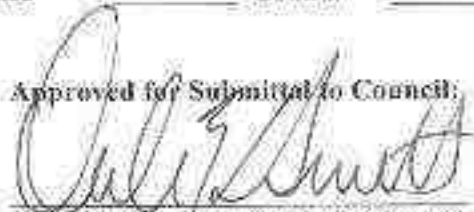
\_\_\_\_\_ Procurement

Submitted or Prepared By:

Veronda Holcombe-Lewis

Department Head/Elected Official

Approved for Submittal to Council:



Dale Surratt, 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:** March 3, 2009  
**COUNCIL MEETING TIME:** 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

2009 Local Emergency Management Performance Grant (LEMPG)

**BACKGROUND OR HISTORY:**

Oconee County Emergency Services receives a grant annually from FEMA through the SC Emergency Management Division (SCEMD). The grant money is used for enhancement of Emergency Management operations.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The allotment for Oconee County for 2009 is \$35,894. Oconee County Emergency Services is also requesting and additional \$20,000 in funds to purchase Emergency Operations Center (EOC) equipment and other needed communications equipment for Emergency Services needs.

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

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

**STAFF RECOMMENDATION:**

It is recommended that County Council approve this grant request.

**FINANCIAL IMPACT:**

This grant will require no cash match from the county. Salaries of Emergency Management staff provide an in-kind match for this grant.

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


Are Matching Funds Available:  Yes / No

If yes, who is matching and how much: This grant will require no cash match from the county. Salaries of Emergency Management staff provide an in-kind match for this grant.

**ATTACHMENTS:**

**Reviewed By/ Initials:**

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

 \_\_\_\_\_ Finance

\_\_\_\_\_ Grants

\_\_\_\_\_ Procurement

**Submitted or Prepared By:**

Scott Krein

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

**Approved for Submittal to Council:**

  
\_\_\_\_\_  
Dale Surrency, 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: March 3, 2009  
COUNCIL MEETING TIME: 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

The Oconee County Rock Quarry & Solid Waste request approval to apply for the Palmetto Pride FY 2009 Spring Cycle Tree Grant Donation Program.

**BACKGROUND OR HISTORY:**

The Palmetto Pride grant is administered by Palmetto Pride of South Carolina, our State's anti-litter organization. This grant supports the beautification efforts of local governments and non-profits.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

This grant will be used to acquire landscaping materials. The Rock Quarry and Solid Waste will be requesting a variety of trees including Leyland Cypress, Red Maple, River Birch, and Dogwood. These will be used to beautify the grounds and/or maximize dust abatement. The Rock Quarry completes reclamation activities each year in an effort to comply with SC Department of Health and Environmental Control standards.

Palmetto Pride Tree Grant Donation Program  
Local governments are awarded the actual landscaping materials  
There is NO local match required.

**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 for the Rock Quarry & Solid Waste to apply for the Palmetto Pride Tree Grant.

**FINANCIAL IMPACT:**

Palmetto Pride Tree Grant Donation Program - Donation of material

NO local match required. If awarded the grant, personnel must travel to Columbia, SC to pick up the plant material.

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS**


Are Matching Funds Available: N/A

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

**ATTACHMENTS**

Reviewed By/ Initials:

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

 \_\_\_\_\_  
Finance

\_\_\_\_\_  
Grants

\_\_\_\_\_  
Procurement

Submitted or Prepared By:  
Veronda Holcombe-Lewis

Approved for Submittal to Council:

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

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

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

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

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

**ITEM TITLE OR DESCRIPTION:**

Permission for Solid Waste to apply for the South Carolina Department of Health and Environmental Control grants program.

**BACKGROUND OR HISTORY:**

The South Carolina Department of Health and Environmental Control (SCDHEC) makes several grants available to local governments on an annual basis. The purpose of these grants is to increase the recycling rate and to reduce the per capita municipal solid waste disposal rate. There are several grant categories available this year.

**FY 2010 Solid Waste Reduction and Recycling Grant**  
**FY 2010 Used Oil Grant**  
**FY 2010 Waste Tire/Automobile Dismantler Tire Grant**

**SPECIAL CONSIDERATIONS OR CONCERNS:**

- **FY 2010 Solid Waste Reduction and Recycling Grant**  
Request for web development of a Solid Waste web page.  
Grant = \$10,000  
**NO** Local Match Required

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- **FY 2010 Used Oil Grant**  
Construction costs for new facility to house a used oil processing area & waste tire handling area  
Funds to attend solid waste conferences  
Grant = \$134,000  
**NO** Local Match Required

---

- **FY 2010 Waste Tire/Automobile Dismantler Tire Grant**  
Construction costs for new facility to house a used oil processing area & waste tire handling area  
Funds for a rim crusher  
Funds to attend solid waste conferences  
Grant = \$226,000  
**NO** Local Match Required

**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 for Solid Waste to apply for SCDHEC grants listed above.

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**FINANCIAL IMPACT:**

NONE of the Solid Waste grants require a local match.

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

Are Matching Funds Available: No match required.

If yes, who is matching and how much:

**ATTACHMENTS:**

Reviewed By/ Initials:

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

VB Finance

\_\_\_\_\_ Grants

\_\_\_\_\_ Procurement

Submitted or Prepared By:

Veronda Holcombe-Lewis

Department Head/Elected Official

Approved for Submittal to Council:

  
Dale Surrett, County Administrator

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

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

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

**ITEM TITLE OR DESCRIPTION:**

08-18, Removal and Recycling of Scrap Tires for Solid Waste.

**BACKGROUND OR HISTORY:**

Oconee County Solid Waste accepts tires from County residents and businesses to be recycled. County residents can leave up to four passenger size tires at the convenience centers. All tires from businesses and larger size tires are accepted at the Solid Waste Complex. County personnel load the tires onto trailers provided by the tire recycler and the tires are then shipped off site to be recycled. The Solid Waste budget includes funds to cover the expense associated with this program.

**BID SOLICITATION HISTORY:**

On February 19, 2009, formal sealed bids were opened for the removal and recycling of scrap tires at Solid Waste. Four companies were originally notified of this bid opportunity. Two companies submitted bids, with Ridge Recycling of Johnston, SC submitting the lowest bid of \$31,971.30 (see attached Bid Tabulation). The bid amount is calculated using an estimated amount of 316 tons for a one year period.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

None.

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

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes.

**STAFF RECOMMENDATION:**

Award bid 08-18 to Ridge Recycling of Johnston, SC for the amount of \$31,971.30, for a period of one year with the option to renew for four additional one-year periods. Additionally, staff recommends that Council authorize the County Administrator to renew the contract for up to four one-year periods, provided their work is satisfactory.

**FINANCIAL IMPACT:**

For FY 08-09, County Council approved \$26,000 (budget code 010-718-60008-00000) for the removal and disposal of scrap tires.

**ATTACHMENTS**

Bid Tabulation

**Reviewed By/ Initials:**

\_\_\_\_ County Attorney VB Finance N/A Grants RC Procurement

**Submitted or Prepared By:**

Robert Courtney, Jr.  
Department Head/Elected Official

**Approved for Submittal to Council:**

Dale Surrent  
County Administrator

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Oconee County  
Removal and Recycling of Tires  
at Solid Waste

Approved Budget: Did not exceed amount for bid item \$ 28,000  
Budget Code 010-110-0000-0000

I hereby certify that to the best of my knowledge

the information provided is true and correct.

*Robert Courtney*  
Procurement Director

Estimated Amt	Bidders	Ridge Recycling		US Tire Recycling Partners	
	Address	Johnson, SC		Gonzavord, NC	
		Unit Price	Extended Price	Unit Price	Extended Price
318 Tons	Price Per ton	88.75	28,045.00	125.00	39,750.00
	Surcharge	Yes, current surcharge 14%, goes up or down 1% per .25 (cents) change in weekly retail price for on-highway diesel - calculated 88.75 X 14% = \$12.425/ton		Yes, current surcharge \$ 20/mile, goes up or down \$ .65 net \$ .25 change in weekly retail price for on-highway diesel - estimated 300 miles X price adjustment per mile per load (current .20 per/mile X 300 miles = \$61.00/load)	
318 Tons	Surcharge based on rates at bid time.	12.425	3,926.30	-	-
27 Loads	Extractions			61.00	1,647.00
				Additional charge for off-road tires @ .05/lb. Estimated tons X 3% = estimated tons of off-road tires (318 tons X 3% = 9.54 tons X 2,000 = 18,950 pounds)	
18,260 Lbs	Off-Road Tires			0.05	943.00
				Exclude \$150/day charge if response time exceeds 48 hours	
	<b>Total Est Annual Cost</b>		<b>31,971.30</b>		<b>42,095.00</b>

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 5/13, 2009  
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Funding request for Oconee County Science Highway signed

BACKGROUND OR HISTORY:

Ref: Resolution # 2008-14

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:

FINANCIAL IMPACT:

\$ 139,500

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:

  
~~Department Head/Elected Official~~

Approved for Submittal to Council:

 (P)

Dale Surrency, County Administrator

(P) According to Luther Lyle,  
the submitted signature is  
Mr. McCall (P)

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

Oconee County Scenic Highway Committee  
415 South Pine Street  
Walhalla, S.C. 29691

February 20, 2009

Oconee County Council  
415 South Pine Street  
Walhalla, SC 29691

Dear Council Members,

We would like request funding to place two Oconee County Scenic Highway signs (one at each end) on the section of SC Hwy. 28 which was recently designated an Oconee County Scenic Highway by Resolution 2008-14.

The signs will be produced by the Oconee County Roads and Bridges Dept. at a cost of \$69.75 per sign, for a total cost of \$139.50 for the two.

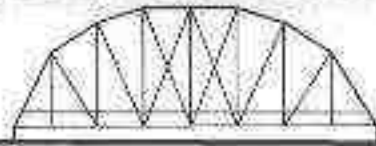
Thanks for your support of this project.



J. Harold Thomas,  
Chairman  
Oconee County Scenic Highway Committee



# INVOICE



**OCCONEE COUNTY ROADS & BRIDGES DEPT**  
15022 Wells Hwy, Seneca, S.C. 29678  
Phone: (864) 886-1072 or (864) 886-1074  
Fax: (864) 886-1071

INVOICE  
**#OC 09-00007**  
DATE: FEBRUARY 19,  
2009

*Oconee County Scenic Highway Committee*  
~~TO: Oconee Arts and Historical Commission~~  
415 Pine St  
Walhalla, S.C. 29691

POC: Luther Lyle  
PH: (864) 838-6070  
Cell: (864) 710-9210  
e-mail: lutherlyle@bellsouth.net

SIGN TECHNICIAN	WORK ORDER NUMBER	ACCOUNT NUMBER	DUE DATE
DONNIE MOORE	NONE		NOT YET DETERMINED

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
2	24"x30" (BLUE B. RED B. GREEN) SCENIC HIGHWAY SIGNS	569.75	\$139.50
SUBTOTAL			\$139.50
SALES TAX			\$0.
TOTAL			\$139.50

Make all checks payable to Oconee County Roads & Bridges Department  
**THANK YOU FOR YOUR BUSINESS!**



**OCCONEE COUNTY**



**SCENIC  
HIGHWAY**

## Budget, Finance & Administration Committee FY 2009-2010 Budget Workshop Meeting Schedule

Thursday	March 19, 2009	12:00 p.m.	Tri County Tech Budget Presentation to Council @ Hamilton Career Center <b>[already scheduled @ advertised]</b>
Monday	April 13, 2009	TBD	Administrator Presentation to Council FY 09-10 Budget - CHAMBERS
Tuesday	April 14, 2009	10:00 a.m.	SDOC Budget Presentation to Council - CHAMBERS
		7:00 p.m.	<b>1<sup>st</sup> Reading in Title Only [tentative]</b>
Thursday	April 16, 2009	6:00 p.m.	Budget Workshop - CHAMBERS
Thursday	April 23, 2009	6:00 p.m.	Budget Workshop - CHAMBERS
Monday	April 27, 2009	6:00 p.m.	Budget Workshop - CHAMBERS
Wednesday	April 29, 2009	6:00 p.m.	Budget Workshop - CHAMBERS
Tuesday	May 5, 2009	7:00 p.m.	<b>2<sup>nd</sup> Reading [tentative - may be moved to 5/19 if additional workshop meetings required]</b>
Tuesday	June 2, 2009	7:00 p.m.	<b>Public Hearing</b>
Tuesday	June 15, 2009	7:00 p.m.	<b>3<sup>rd</sup> &amp; Final Reading</b>



## Boards & Commissions

Boards & Commissions	Meeting Date to Appoint	George Blanchard District I	Wayne McCall District II	Mario Suarez District III	Joel Thrift District IV	Reg Dexter District V	Delegation Office	Other
Aeronautics Commission	February 2012							
Anderson Ocoee Behavioral Health Services Commission	May 2011	2011: Harold Alley, Wanda Long, Joan Black, Jesse DuBois, Fred Hamilton, Billie Welsh, Robert Blasingame						
Arts & Historical Commission	March 2010	2010: Rick Belthea	2012: Luther Lyle	2010: Al Robinson	2012: Barbara Waters	2012: Henry Richardson	2010 - Jenny Bagwell & 2012 - Stan Dubose	At Large
Assessment Appeals, Board of		N/A	N/A	N/A	N/A	N/A	Board Full	
ATAX Committee	June 2008	<i>Not by District</i>	<b>Ginger Pope</b>	<b>Geri McSwain</b>	Gerald Foster, Glen Abbot		2011: Joanne Blake, Barbara Laughter, Doyle Burton	
Building Codes Appeal Board	January 2011	2011: Roger Mize	Neal Workman	Sam Shaw	Vinson Smith	Forrest Fuller		
Disabilities & Special Needs, Board of		N/A	N/A	N/A	N/A	N/A	Board Full	
Economic Development Commission	November 2010	2012: Kim Alexander	Harold Gibson	Hank Field	2010: Sam Dickson	Buddy G. Herring		
Emergency Services Commission	February 2009	2011: Tom Stultz	Jess Nevell	Heatherington	2009: Nick Williams	Tim Grant	Terms co-terminus w/ council members term	
Firemen's Insurance & Inspection Fund Board	August 2009	2009: Larry Hardan, Dewitt Mize, Chris Smith, Richard Timms, Charles Bobby Williams						
Infrastructure Advisory Commission **	January 2010	County Council Chairman + Council Appoints: Economic Development Director, Jim Alexander, Planning Director, Art Holbrooks and Administrator Dale Surratt [1-Yr. county attorney attended in an advisory role]						
Keowee Fire Tax District Commission		All Members elected to 4-yr term in November General Election / 2 in 2008, 3 in 2010, etc.						
Library Board	March 2009	Raymond Morrison, Hector Torres						
Parks, Recreation & Tourism Commission	October 2010	2010: Enn Mickergow	2012: Dwight Addis	Wayne Frady	2010: Michael Spearman	2010: John Carter		2010: Selma Geisge
Planning Commission	April 2009	2009: William Nelson	2009: Randy Abbott	2009: Bill Evatt	2011: Tommy Abbott	2009: Ryan Honea	2009: Rex Ramsay / Howard Moore	
SC ACCG Board	January 2010	2010: Bob Winchester / Citizen Representative 2010: Reg Dexter / Council Representative						
Scenic Highway Committee		Council will no longer appoint - Ocoee Joint Regional Sewer Authority [CURSA]						
Sewer Commission		Inactive Board w/o members - may appoint in future if needed						
Water Board	N/A							
Zoning Board of Appeals	January 2012	2012: Gary Winters	2012: Sammy Lee	Gary Lintfield	2012: Mike Willmon	2012: Eric Molin	At Large: 2012: Barry Nichols & Paul Reckert	
** Infrastructure Advisory Commission members serve until replaced								
Council does not appoint this Board/Commission								
OPEN SEAT for this Board/Commission in current yr.								
PAST DUE APPOINTMENT for Board/Commission								



FOR YOUR INFORMATION  
March 3, 2009



*Beth,  
Next CC package AS  
into only. On*

February 13, 2009

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

Dear Mr. Sorett:

I wanted to let you know about an important step Charter has taken to improve our financial structure. Specifically, we recently reached an agreement-in-principle with a key group of our bondholders to significantly reduce our debt and increase our financial flexibility. This agreement, once approved and effective, will reduce our debt by \$8 billion. In addition, these bondholders will invest more than \$3 billion in Charter, which will both refinance current debt and provide new capital. Their willingness to increase their investment in Charter underscores their confidence in our business.

In order to implement the plan as expeditiously as possible, we anticipate seeking court approval of the agreement in a voluntary Chapter 11 filing sometime before April 1st. As you may know, the Chapter 11 process is specifically designed to enable companies to continue to operate as usual while they develop and implement financial restructuring plans. Charter is committed to serving our customers and the communities that we serve, both now and in the years ahead.

Charter's operations are strong — we just reported the ninth consecutive quarter of adjusted EBITDA growth. And as of February 11, we had approximately \$800 million in cash, and believe that this, combined with our cash from operating activities, will be sufficient to meet Charter's projected cash needs, including the payment of normal operating costs and expenses, as we proceed with our financial restructuring. We believe that the financial restructuring actions we are taking will help us maximize Charter's underlying value. We are committed to bringing our customers the best, most reliable services, and we look forward to being their provider of choice for high quality video, internet and telephone services for many years to come.

We value our relationship with your community and will work to maintain this relationship throughout this process. We appreciate that our 5.5 million customers rely on us for their communications and entertainment needs. I want to assure you that we are committed to emerging from this process as a stronger, more competitive company and a valuable partner to the communities we serve, our customers and our vendors for many years to come. We will work to ensure that our operations continue as usual and that service to our customers will not be interrupted. In addition, we will continue to pay all franchise fees and other amounts due under our franchise agreements.

If you have additional questions, please do not hesitate to contact me at 864-254-7408 or Jim Corrin, Charter's Director of Government Relations, at 864-254-7409.

Sincerely,

Anthony Poge  
Vice President/General Manager

**Beth Hulse**

**From:** Dale Surrent  
**Sent:** Wednesday, February 25, 2009 1:16 PM  
**To:** Rodney Burdette; Ayme Black  
**Cc:** Beth Hulse  
**Subject:** FW: Emergency Services Concepts and Priorities

Members of the ESC and those listed in the distribution:

I have copied your information to CC via the Clerk so that they can give me direction as to how they would want to utilize your information for the upcoming budget and future planning.

I want to thank you for your thoroughness and I would like to make a few suggestions:

**Benchmarking/Goal setting** – I see a lot of resources recommended and thrown at a target but I don't see a clear target. For fire, I suggest a combination of a target ISO rating as well as a response goal such as "Arrive on the scene of structure fire within \_\_\_\_\_ minutes with a \_\_\_\_\_ GPM engine and \_\_\_\_\_ firefighters trained to the \_\_\_\_\_ level." For medical first response, something like "Calls evaluated by an EMD as cardiac, respiratory distress, or unconscious person \_\_\_\_\_ persons trained to the \_\_\_\_\_ level will arrive on scene within \_\_\_\_\_ minutes. All current types of services, be it medical, dive, search, fire, etc. should be listed with the current level of service and the target(s). Resources can then be listed that are necessary to maintain the service level or to improve it as well as related costs.

**Emergency Management and the role of the EOC** - Oconee County is fortunate to have the mandate of the FEMA/NRC drills specific to ONS. They help to lubricate the EOC machine. While many folks have taken IC and NIMS classes I would suggest integrating the EOC into more actual emergency situations as well as holding exercises outside of the ones required for ONS. You mention planning for the worst and I would suggest that be prepared to manage the "help" that will come from the region and beyond (along with taking care of the normal calls for service) will provide the greatest dividends. That will require everyone knowing how to support and utilize the EOC. I would prefer a hardened EOC but the transition to a proposed WFD combined location does not appear to have the financial support. The plans are being drawn to designate an area on the property for a hardened EOC as well as a transition plan (convert EOC space to bunk/bath space) when the funds become available to construct a separate hardened EOC. Whether the EOC is hardened or not, a secondary/back up functioning EOC needs to be in the mix. On paper only backup EOCs or Joint command posts are usually worth the two-cents it costs to print the page.

**Radio communications without the backbone/911 system overload or failure** - In the study of warfare a primary target is always communications. Interrupt them to isolate forces and limit coordination. While the County has a reliable radio repeater system, could 911 dispatch calls w/o the repeaters? What if cell phones (most folks plan b) are down also? Same for the EOC. A "no repeater" communications plan should be put in place. Many of today's radios have the ability to send alert tones via software programming. Portable repeaters should also be considered. If 911 goes down, to what location are the calls routed? What is the likely place residents will travel to in a community to try and seek help if they can't get through on 911? Is it a school, fire station, rescue squad building, community center, hospital, etc. How will communications assets be deployed there, who/how will they send the calls for service and to what location, do we tell the public ahead of time where we want them to go or do we just wing it? What modes of communication will the public have other than cell phones and how will we interface? FRS/GMRS are on UHF, MURS and marine are on VHF, are they programmed in existing radios? EAS, Low power AM/FM radio stations to distribute instructions?

**Grants** - We all wish we had a rich uncle but the sobering truth is grants are limited. We need to be realistic that if we want a certain service level it will have a cost and the cost will likely be born by local revenues. Your information suggests that the County has somehow missed some grant opportunities. Not clear if it is because we don't know where they are or we have not tried for ones we are aware. The County has one grant person. She looks for them, prepares them (usually with the support of the staff in a program area), insures that the reporting documents are submitted, polices the grant conditions, and handles the accounting entries. Within the last few months I have asked the Finance supervision to look at ways to take away the routine accounting tasks

so that she can refocus that time on finding/originating grants. May be more prudent to hire grant folks before response folks. I suggest polling all volunteers and staff to compile a list of the known grants, who/what qualifies how to apply, and deadlines. Do we have any documentation to support the theory of "lost grants"? I also suggest recruiting for volunteers in the community to assist with the grant seeking/monitoring activities.

Thanks again for your hard work and dedication. Strive to improve but don't lose sight on the support and systems that are currently in place.

Dale Surrent

---

**From:** Ayme Black

**Sent:** Wednesday, February 25, 2009 10:07 AM

**To:** Dale Surrent; \_Council; Bill McClaskey; Bob Kinder; Brenda Roach; Charlie Miller; Chris Hyde (er3chief@yahoo.com); Dallas Hardin (ke4zwd@innova.net); Eric Lutz; Jeff Dover; Keith Wilbanks; Lynn Wilbanks (Lynn.Wilbanks@itron.com); Randy Price; Rodney Burdette; Scott Krein; Steve Chupp; Steve Zahn; William Tatum (omhparamedic@yahoo.com); Jay Hetherington; Jess Neville; Nick Williams (nickw@oconee.k12.sc.us); Nick Williams (nickwilliams@bellsouth.net); tsults@earthlink.net

**Subject:** Emergency Services Concepts and Priorities

*Ayme Black*

Oconee County Emergency Services

415 South Pine Street

Walhalla, SC 29691

Phone: 864-638-4200

Fax: 864-638-7046



OCONEE COUNTY EMERGENCY SERVICES  
FIRE, RESCUE HAZMAT  
EMERGENCY MANAGEMENT

---

TO: Oconee County Council Members  
Dale Surrent, Administrator

From: Emergency Services Commission

Date: February 23, 2009

Attached is the Emergency Services Commission (ESC) initial assessment of critical near and long term issues and priorities faced by Oconee County Fire and Rescue Services in the coming decade. I discussed with Councilman McCall the need for such a broad based review for the Council, Administrator, Emergency Services staff, the Commission, Fire and Rescue Departments and the Public.

This effort pulls together for the first time a baseline statement of Oconee Emergency Services objectives and priorities. These are drawn from our observations, the contract ISO study, points raised by Chiefs and members, and lessons learned from crises operations across the country. The Commissioners prioritized the most critical concerns and in some cases suggested approaches to resolve the issues. We opted to present findings in bullet format to provide an easy to digest overview and handy reference. By doing so we avoided lengthy delays, long winded studies, and leave room for discussion and negotiations.

This assessment provides a solid basis for discussion and needed actions rather than ad hoc, conflicted, and scattershot approaches that waste time and money. We recognize that not every concern and issue is covered. Like all planning documents we will modify this rolling assessment as old issues are resolved, progress is made, and other concerns arise.

We look forward to discussing our findings, the ISO contract report, and Chief Burdette's options for providing additional career manpower assistance to the stations at the next public safety meeting. We hope to sit down with the Chiefs for similar discussions at their next monthly meeting.

Jay Hetherington  
Chairman ESC

CC: Rescue Squad Chiefs  
Fire Department Chiefs



# Oconee Emergency Services Commission

## Concepts and Priorities

### Baseline Objectives

- Preserve current Fire and Rescue assets and organization. Get ahead of growth and threats.
- Plan for the worst, hope for the best. Adopt Disaster Lessons Learned (included) as guide to E.S. policy decisions.
- Meet federally mandated emergency management staffing requirements and provide protected and secure E.O.C.
- Resolve current disputes/concerns (Seneca gap, career firefighter deployment, facilities, apparatus shortfalls, water shortfalls).
- Identify near/long term threats to countywide E.S. stability (Daytime manpower, aging/declining volunteer base, increased Fed/State/ISO, etc. requirements).
- Upgrade assistance to Rescue Squads to parallel Fire Department assistance.
- Assess and prioritize near/long term needs. (facilities, manpower, communications, apparatus, and equipment).
- Maintain county fiscal, legal, liability and quality oversight/management of an increasingly complex E.S. landscape.
- Optimize/expand E.S. response capabilities overtime at responsible cost. (Upgraded Hazmat, water rescue/dive, heavy rescue, emergency response team, fire boat, etc).
- Limit county costs and risks to E.S. personnel/citizens through strengthened building codes, (sprinklers, height restrictions 80 ft. or less, etc).
- Consider impact fees on developers to cover increased county apparatus, facilities, and manpower costs.
- Use improved E.S. capabilities as a component in recruiting industrial, commercial, educational facilities, etc.
- Continue and expand grant writing capabilities to acquire federal/other funds under Homeland Security/NRC, stimulus, etc.
- Pursue surplus military/other equipment and designate funds for this purpose.
- Seek and use E.S. commission experience and inputs to optimize priorities, take heat, and avoid pitfalls (fee for service, etc.)

## Lessons Learned, guidelines from U.S. disasters over last 30 Years

(Oklahoma city bombing and tornadoes, 9-11 Twin Towers, Pentagon, Katrina, Hugo, Andrew, California wildfires, mid-west floods, sofa store fire, Graniteville Hazmat event, TMI, etc.)

- Expect and prepare for the worst, hope for the best.
- Establish full geographic/ political transparency in daily response.
- Maximize/ optimize mutual aid in daily response.
- Require up-to-date extensive pre-plans and inspections for all major industrial/ public assembly/ commercial/ and multi-family facilities.
- Procure high quality protective gear, apparatus, and equipment.
- Provide for special use units (Hazmat, heavy rescue, ESU, water/dive rescue and protected/secure L.O.C).
- Communicate, Communicate, and Communicate
- Train, Train, Train
- Enforce use of consistent SOP's for emergency operations under incident and unified command system (who is in charge of what, when, and where)

## Oconee E.S. Priorities

First things First: Critical threats and needs that make the most difference early on.

First Priority: Negotiate long term fire response contracts/commitments with Seneca, Westminster, and Walhalla in '09.

- Stability is crucial to Oconee E.S. Try for 10 year agreements. Anything less than 5 years will not alleviate stability concerns.
- Contracts must be done before any decision on career E.S. personnel assignments.
- If Seneca withdraws fire service outside city limits, Station 21 crew can immediately cover the vacated gap.
- County loses negotiation leverage with any distribution of career personnel to independent stations prior to contracts. Withdrawal to cover a gap would be a disaster to county credibility.
- Work jointly with Walhalla and grant writers to get water tap on Lake Keowee. Extreme drought threatens county seat and surrounding area. Provide alternative water supply for core area. Builds county infrastructure, provides emergency connectivity should Seneca Water Plant suffer a major catastrophe.

## **Long standing distrust/bitterness in county relations with cities and independent agencies complicates negotiations.**

- More county cooperation, outreach and trust building measures needed for win-win negotiations with all.
- Current county monetary stipends, reimbursement, gear purchases, apparatus is a sound approach. Protects county from poor record keeping or worse. Audit oversight and filings with state are critical.
- County outreach and pot sweetener to Seneca could include a guarantee on library, and /or transfer of current library site, or other win-win horse trades, apple/oranges swaps.
- County offered pot sweeteners should also require city cooperation in county projects (ISO, training, mutual aid, for example).
- Seneca also has needs to lock in agreements with legs that would provide them with and an identifiable asset/advantage and does not isolate them from the county:
  - o Seneca advantages lie in water/sewer/electrical capacities, 159/85 approach route, Mr. Dietrich's competence, advanced fire response, potential for annexing.
  - o Downsides for Seneca with out contract: loss of stipend, loss of calls/morale, loss of leverage in annexations, loss of county apparatus reserves; potential loss of mutual aid response (County owns apparatus of all mutual aid companies); declining influence over county as county populations increases, Seneca's percentage decreases.

## **Second Priority: Provide for joint E.S./Westminster Facility in '09.**

- Westminster reached out on joint station concept. County must not create more distrust by walking away with out a bona fide effort to work out a win-win outcome.
- County must do something to expand its jail capacity. Moving E.S. and the E.O.C. center is a partial fix.
- ONS/NRC/Homeland Security requirement for a protected/secure E.S. and E.O.C may help secure grants with Barrett/Alexander, et al. assistance. (Need to expand county grant writer position/assistance so we don't lose out on money for many things).
- A functional, bare bones, and expandable modular structure in county core area makes sense for county and Westminster.

## **Third Priority: Adopt and implement in '09 one of four proposed career firefighter regional distribution plans.**

## **Fourth Priority: Establish assistance to Rescue Squads parallel to Fire Departments.**

**Fifth Priority: Complete full implementation of the communications plan within two years.**

- Build out communications plans within two years. Critical first step is to hire dispatchers (currently down by four positions).
- Improved communications benefits Sheriff, E.S., and County staff and citizens. Again, pursue federal funds from Homeland Security/NRC, etc.

**Concurrent Priorities**

- Plan for the worst. All lesser emergencies will be served by upgraded response. Mega threats include Oconee Nuclear Station, Death Valley, and major Hazmat event. (Equivalent to Pentagon 9-11 disaster which required 50 moving companies from 5 counties and cities and response lasted several days).
  - Establish county to county daily automatic cross jurisdictional response, mutual aid agreements with Pickens, Anderson, GA, NC counties. (Start as add on companies - Improves everyone's capabilities. ISO recommendation/disaster lessons). Complete in '09.
  - Maximum response pre-plans based on models cited with staging and backfill will provide contingency plans for long duration events. Complete in '09.
  - Upgrade response for public assembly buildings, including all schools, etc. for expanded/extended response.
  - Improve building codes to control county costs over time (sprinklers/height restrictions at 80 ft. or less. Also protects responders and citizens). Complete in '09.
  - Multi-family apartment and condo complexes require pre-plans and an assured ladder/platform/heavy rescue response. Complete in '09.

**Second tier priorities:**

**(Five - ten year horizon)**

- Convert Station 21 career personnel to an elite heavy rescue/ESU unit. Functions as rescue/RIT, truck overhaul/extension, ventilation, etc. Provides something for all departments, meets an ISO goal - A real plus as a regional capability.
- Meet ISO goals for substations. Pick two in '09 as priorities that cover critical needs.
- Fill out apparatus shortfalls: tankers, heavy rescue vehicle(s), improved Hazmat, etc.
- Search out creative financing options to assist current stations to modernize/expand current facilities.