



PUBLIC COMMENT SESSION SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

Tuesday, June 15, 2010

6:00 PM

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

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

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

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

PLEASE PRINT

	FULL NAME	AGENDA ITEM FOR DISCUSSION
1	Suzie Corneilus	#11-2 + #5
2	LARRY LINSIN	11 (R2010-09)
3		
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14		
15	BT4	



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: June 15, 2010 7:00 p.m.**

Resolution R2010-08 "IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS NOT EXCEEDING \$30

Ordinance 2010-19 "ORDINANCE CONVEYING RIGHT OF WAY ON SHEEP FARM ROAD"

ITEM PULLED FROM JUNE 15, 2010 AGENDA AT THE REQUEST OF THE COUNTY ATTORNEY

Ordinance 2010-20 "AN ORDINANCE AUTHORIZING AND APPROVING THE PROCEDURE FOR THE TRANSFER OF OCONEE COUNTY'S INTEREST IN CERTAIN REAL PROPERTY KNOWN AS THE TRI-COUNTY LANDFILL PROPERTY; AUTHORIZING THE TRANSFER OF OCONEE COUNTY'S INTEREST IN THE TRI-COUNTY LANDFILL PROPERTY IN THE EVENT OF AN ACCEPTABLE BID TO PURCHASE THE TRI-COUNTY LANDFILL PROPERTY; AND, FURTHER, APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SALES AGREEMENT AND DEED TO REAL PROPERTY IN THE EVENT OF AN ACCEPTABLE BID TO PURCHASE THE TRI-COUNTY LANDFILL PROPERTY; AND MATTERS RELATED THERETO"

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Please PRINT your name

1. *Susie Cornelius*

2. *Bozo Richards*

3.

4.

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20.



OCONEE COUNTY COUNCIL
ABSTENTION FORM

Council Member Name:

Wayne McCall
(Please Print)

Council Member Signature:

[Handwritten Signature]

Meeting Date:

6/15/10

Item for Discussion/Vote:

11 # 2

R 2010-09

Reason for Absention:

I was not present for original meeting/discussion

I have a personal/familial interest in the issue.

Other: _____

[Handwritten Signature]
Elizabeth G. Hulse
Clerk to Council

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

Freedom of Information Act Request

POINTE WEST

Memorandum of Understanding

This is a request under the Freedom of Information Act to require the County Administrator to give public notice in a timely manner of any action taken on behalf of the Oconee County regarding the PointeWest development

MOU: No approvals, consents, notices and other actions required by the Memorandum of Understanding shall be deemed given unless and until reduced to writing and such actions may be taken on behalf of the County

Purpose of FOIA request is to determine:

- No violation of Federal Title 18 regarding bribing of public officials
- No violation by public officials of their fiduciary responsibilities to the public
- Public has permitted access to the lake and recreational facilities at PointeWest

Reasons for Concerns

- Agreement is not what was described to the Budget and Control Board, or the public, when seeking approval for tax-exempt status
- Bond payment agreement is not what was described to Budget and Control Board
- Bond Book filed at the Courthouse after bond approval is first notice that the development is a contaminated Brownfield site

Additional Concern

3.06 "Amendments; Complete Agreement. This MOU ... constitutes the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof..."

MOU fails to describe provisions for public access to the lake and recreational facilities promised as part of the inducement for this tax-supported project

Criminal negligence by Public Officials in a fiduciary capacity

1.04" ... The County shall not be obligated to make any disbursement of Construction Proceeds until all of the following conditions have been satisfied ...

and (ii) an assignment of the benefits of Voluntary Cleanup Contract No. 07-4895-NRP covering the Public Improvements to the County in the same manner as would inure to a new purchaser."

Questions

- What are the “benefits” of the Voluntary Cleanup Contract?
- Where is the promised public recreation?
- How do you know \$10 million liability bond is sufficient on this contaminated property?

What benefit?

- County is agreeing to assume the DHEC Voluntary Cleanup Contract for a multi-million dollar contaminated industrial site
- Developer appears to be financially bankrupt and, if so, may not be held responsible under the terms of this MOU Agreement

Where are the public recreation facilities?

Land acquisition	\$400,000
Environmental Engineering/VCC Remaining	\$180,000
Environmental Remediation	\$490,000
Strip and Spread Topsoil	\$ 80,000
Excavate, Place and Compact Material	\$206,942
Fine Grade Mass Graded Area	\$ 76,000
Grassing Mass Graded Area	\$104,000
Remaining Demolition	\$200,000
Staking for Grading and Storm Drainage	\$ 24,000
Clearing and Grubbing	\$ 25,000
Rough Grading	\$ 46,000
<hr/>	
Fine Grading for Roads and Curbs	\$ 93,000
Temporary Sediment Traps	\$ 49,000
Storm Drainage Design and Construction	\$415,000
Sediment Ponds, Erosion Control	\$165,000
Paving Design and Construction	\$515,000
Roll Curbs Including Staking	\$248,400
4' Sidewalks (one side)	\$168,000
Architects/Design Consultants	\$ 60,000
\$3,814,342 Total "Public" Improvements in a private Development	

Don't count on being safe from personal liability under Federal law

3.02 "No Personal Liability. No obligation or agreement contained herein shall be deemed to be an obligation or agreement of any present or future member, elected official, officer, agent or employee of the County or the Company in any other than his or her official capacity ..."

Your lawyer has already bailed out

- 3.09 No Construction Against Drafter. The parties hereby acknowledge that they have reviewed this MOU and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this MOU.

Poor Public Policy

- Taxes supporting a private, for-profit corporate investment is a Fascist policy
- Our country is supposed to be a Republic with representation of public interests
- The Freedom of Information request will be mailed to the County Administrator

Susie Cornelius
June 15, 2010

A Delete Change No Activity **NPIRS -1 Basic**

B Location* Check this box to indicate that the address for this incident is provided on the Incident File. Check Transfer -
 Street address
 Intersection In front of Rear of Adjacent to Directions
 Address:
 City: State: Zip Code:
 Street Type: Suffix:
 App./Route/Box: City: State: Zip Code:
 Cross street or directions, as applicable:

C Incident Type * Building fire
E1 Date & Times Midnight is 0000
 Check boxes if dates are the same as Alarm Date. **ALARM always required**
 Alarm *
 Arrival *
 Controlled
 Last Unit
E2 Shift & Alarms Local option

 Shift or Alarm District Station
E3 Special Studies Local option
 Special Study (08) Special Study Value

D Aid Given or Received*
 1 Mutual aid received
 2 Automatic aid received
 3 Mutual aid given
 4 Automatic aid given
 5 Other aid given
 N None
 Their TCR# Their State
 Their Incident Number

F Actions Taken *
 Extinguishment by fire
 Primary Action Taken (1)

 Additional Action Taken (2)

 Additional Action Taken (3)

G1 Resources * Check this box and skip this section if no Apparatus or Personnel form is used.
 Apparatus Personnel
 Suppression
 EMS
 Other
 Check box if resource counts include aid received resources.

G2 Estimated Dollar Losses & Values **LOSSES:** Required for all fires if known. Optional for non fires. None
 Property \$
 Contents \$
PRE-INCIDENT VALUE: Optional
 Property \$
 Contents \$

Completed Modules
 Fire-2
 Structure-3
 Civil Fire Cas.-4
 Fire Serv. Cas.-5
 RMS-6
 BoxMat-7
 Wildland Fire-8
 Apparatus-9
 Personnel-10
 Absen-11

H1* Casualties None
 Deaths Injuries
 Fire Service
 Civilian
H2 Detector Required for structure fires.
 Detector alerted occupants
 Detector did not alert them
 Unknown

H3 Hazardous Materials Release
 N None
 1 Natural Gas: view text, no evaluation or further action
 2 Propane gas: view text, no eval. or further action
 3 Gasoline: vehicle fuel tank or portable container
 4 Kerosene: fuel, heating equipment or portable storage
 5 Diesel fuel/fuel oil: vehicle fuel tank or portable
 6 Household solvents: household use. Cleanup only
 7 Motor oil: view text, no eval. or further action
 8 Paint: view text, no eval. or further action
 0 Other: Special report action required or report > 55gal. Please complete the HazMat form

I Mixed Use Property
 NN Not Mixed
 10 Assembly use
 20 Education use
 33 Medical use
 40 Residential use
 51 Row of stores
 53 Enclosed mall
 58 Bus. & Residential
 59 Office use
 60 Industrial use
 63 Military use
 65 Farm use
 00 Other mixed use

J Property Use* Structures
 131 Church, place of worship
 161 Restaurant or cafeteria
 162 Bar/Tavern or nightclub
 213 Elementary school or kindergarten
 215 High school or junior high
 241 College, adult education
 311 Care facility for the aged
 331 Hospital
 341 Clinic, clinic type infirmary
 342 Doctor/dental office
 361 Prison or jail, not juvenile
 419 1-or 2-family dwelling
 429 Multi-family dwelling
 439 Rooming/boarding house
 449 Commercial hotel or motel
 459 Residential, board and care
 464 Dormitory/barracks
 519 Food and beverage sales
 539 Household goods, sales, repairs
 579 Motor vehicle/boat sales/repair
 571 Gas or service station
 599 Business office
 615 Electric generating plant
 629 Laboratory/science lab
 700 Manufacturing plant
 819 Livestock/poultry storage (barn)
 882 Non-residential parking garage
 891 Warehouse
 Outside
 124 Playground or park
 655 Crops or orchard
 669 Forest (timberland)
 Outdoor storage area
 919 Dump or sanitary landfill
 931 Open land or field
 936 Vacant lot
 938 Graded/level for plot of land
 945 Lake, river, stream
 951 Railroad right of way
 960 Other street
 961 Highway/divided highway
 962 Residential street/driveway
 981 Construction site
 984 Industrial plant yard
 Checkup and enter a Property Use code only if you have NOT checked a Property Use box:
 Property Use
 Mercantile, business, Other
 NPIRS-1 Revision 03/11/99

K1 Person/Entity Involved

Local Option

Business name (if applicable)

Area Code

Exchange Number

 Check this box if same address as incident location. Then skip the three duplicate address lines.

Mr./Ms./Mrs. First Name	MI	Last Name	Suffix
Number	Traffic	Street or Highway	Street Type
Post Office Box	Apt./Suite/Room	City	State
Zip Code			

 More people involved? Check this box and attach Supplemental Forms (NFIRS-18) as necessary
K2 Owner
 Same as person involved? Then check this box and skip the rest of this section.

Business name (if applicable)

Area Code

Phone Number

2572

 Check this box if same address as incident location. Then skip the three duplicate address lines.

Mr./Ms./Mrs. First Name	MI	Last Name	Suffix
Number	Traffic	Street or Highway	Street Type
Post Office Box	Apt./Suite/Room	City	State
Zip Code			

L Remarks

Local Option

THIS IS A FICTITIOUS REPORT. THERE WAS NO FIRE AT THIS LOCATION. THIS IS AN EXAMPLE OF SOME OF THE PAPERWORK DONE ON FIRE CALLS.

M Authorization

Officer in charge ID

Unknown Staff Member

Signature

Position or rank

Assignment

Month

Day

Year

 Same as Officer Member making report to in charge.

Unknown Staff Member

Signature

Position or rank

Assignment

Month

Day

Year

37217
FDID *

SC
State *

MM DD YYYY
5 30 2010
Incident Date *

16
Station

10-0000112
Incident Number *

000
Exposure *

Complete
Narrative

Narrative:

THIS IS A FICTITIOUS REPORT. THERE WAS NO FIRE AT THIS LOCATION. THIS IS AN EXAMPLE OF SOME OF THE PAPERWORK DONE ON FIRE CALLS.

A 37217 SC 05 30 2010 16 10-0000112 000 Delete **NFIRS -2**
FDID * State * Incident Date * Station Incident Number * Reports * % Activity Fire

B Property Details

B1 Residential **Not Residential**
 Estimated Number of residential living units in building of origin whether or not all units became involved

B2 001 Buildings not involved
 Number of buildings involved

B3 Acres burned **None**
 (outside fires) Less than one acre

C On-Site Materials or Products None Complete if there were any significant amounts of commercial, industrial, energy or agricultural products or materials on the property, whether or not they became involved

Enter up to three codes. Check one or more boxes for each code entered.

416 Packaged paper
 On-site material (1)

Bulk storage or warehousing
 Processing or manufacturing
 Packaged goods for sale
 Repair or service

Bulk storage or warehousing
 Processing or manufacturing
 Packaged goods for sale
 Repair or service

Bulk storage or warehousing
 Processing or manufacturing
 Packaged goods for sale
 Repair or service

D Ignition

D1 45 Shipping/receiving
 Area of fire origin *

D2 60 Heat from other open
 Heat source *

D3 15 Interior wall covering
 First item ignited * Check box if fire spread was confined to object of origin

D4 67 Paper, including
 Type of material ignited. Required only if first ignited code is 60 or 67

E1 Cause of Ignition
 Check box if this is an exposure report. Skip to section 9

1 Intentional
 2 Unintentional
 3 Failure of equipment or heat source
 4 Act of nature
 5 Cause under investigation
 U Cause undetermined after investigation

E2 Factors Contributing To Ignition

NN None **None**
 Factor Contributing To Ignition (1)

Factor Contributing To Ignition (2)

E3 Human Factors Contributing To Ignition
 Check all applicable boxes

1 Asleep **None**
 2 Possibly impaired by alcohol or drugs
 3 Unattended person
 4 Possibly mental disabled
 5 Physically Disabled
 6 Multiple persons involved

7 Age was a factor
 Estimated age of person involved

1 Male 2 Female

F1 Equipment Involved In Ignition
 None If equipment was not involved, skip to Section 9

400 Commercial or medical
 Equipment involved

Brand UNKNOWN

Model 1234

Serial # 12337187234798

Year 2010

F2 Equipment Power

11 Electrical
 Equipment Power Source

F3 Equipment Portability

1 Portable
 2 Stationary

Portable equipment normally can be moved by one person, is designed to be used in multiple locations, and requires no tools to install.

G Fire Suppression Factors

Enter up to three codes. **None**

NNN None
 Fire suppression factor (1)

Fire suppression factor (2)

Fire suppression factor (3)

H1 Mobile Property Involved

None

1 Not involved in ignition, but burned
 2 Involved in ignition, but did not burn
 3 Involved in ignition and burned

Mobile property code: Year:

Business State Number: State: VTR Symbol:

H2 Mobile Property Type & Make

NN None
 Mobile property type

 Mobile property make

Local Use

Pre-Fire Plan Available
 Some of the information presented in this report may be based upon reports from other agencies

Arson report attached
 Police report attached
 Coroner report attached
 Other reports attached

I1 Structure Type * <small>If fire was in enclosed building or a portable/mobile structure complete the rest of this form.</small> 1 <input checked="" type="checkbox"/> Enclosed Building 2 <input type="checkbox"/> Portable/mobile structure <input type="checkbox"/> Open structure 3 <input type="checkbox"/> Air supported structure 4 <input type="checkbox"/> Tent 5 <input type="checkbox"/> Open platform (e.g. pier) 6 <input type="checkbox"/> Underground structure (work area) 7 <input type="checkbox"/> Connective structure (e.g. fence) 8 <input type="checkbox"/> Other type of structure	I2 Building Status * 1 <input type="checkbox"/> Under construction 2 <input checked="" type="checkbox"/> Occupied & operating 3 <input type="checkbox"/> Idle, not routinely used 4 <input type="checkbox"/> Under major renovation 5 <input type="checkbox"/> Vacant and secured 6 <input type="checkbox"/> Vacant and unsecured 7 <input type="checkbox"/> Being demolished 8 <input type="checkbox"/> Other 9 <input type="checkbox"/> Undetermined	I3 Building Height <small>Count the ROOF as part of the highest story</small> <div style="border: 1px solid black; padding: 2px; display: inline-block;">001</div> <small>Total number of stories at or above grade</small> <div style="border: 1px solid black; padding: 2px; display: inline-block;"></div> <small>Total number of stories below grade</small>	I4 Main Floor Size* NFIRS-3 Structure Fire <div style="display: flex; justify-content: space-between;"> [] ; [002] ; [112] </div> <small>Total square feet</small> <p style="text-align: center; font-weight: bold;">OR</p> <div style="display: flex; justify-content: space-between;"> [] / [] BY [] / [] </div> <small>Length in foot Width in foot</small>
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J1 Fire Origin * <div style="border: 1px solid black; padding: 2px; display: inline-block;">001</div> <input type="checkbox"/> Below Grade <small>Story of fire origin</small>	J3 Number of Stories Damaged By Flame <small>Count the ROOF as part of the highest story</small> <div style="border: 1px solid black; padding: 2px; display: inline-block;"></div> <small>Number of stories w/ minor damage (1 to 24% flame damage)</small> <div style="border: 1px solid black; padding: 2px; display: inline-block;"></div> <small>Number of stories w/ significant damage (25 to 45% flame damage)</small> <div style="border: 1px solid black; padding: 2px; display: inline-block;">001</div> <small>Number of stories w/ heavy damage (50 to 74% flame damage)</small> <div style="border: 1px solid black; padding: 2px; display: inline-block;"></div> <small>Number of stories w/ extreme damage (75 to 100% flame damage)</small>	K Material Contributing Most To Flame Spread <input type="checkbox"/> Check if no flame spread OR area as material first ignited OR unable to determine <small>Skip To Section L</small> K1 <div style="border: 1px solid black; padding: 2px; display: inline-block;">52</div> Material being used to <small>Item contributing most to flame spread</small> K2 <div style="border: 1px solid black; padding: 2px; display: inline-block;">50</div> Natural product, Other <small>Type of material contributing most of flame spread Required only if item contributing code is 00 or 00</small>
J2 Fire Spread * 1 <input type="checkbox"/> Confined to object of origin 2 <input type="checkbox"/> Confined to room of origin 3 <input checked="" type="checkbox"/> Confined to floor of origin 4 <input type="checkbox"/> Confined to building of origin 5 <input type="checkbox"/> Beyond building of origin		

L1 Presence of Detectors * <small>(In area of the fire)</small> N <input type="checkbox"/> None Present Skip to section M 1 <input checked="" type="checkbox"/> Present U <input type="checkbox"/> Undetermined Detector Type 1 <input type="checkbox"/> Smoke 2 <input type="checkbox"/> Heat 3 <input checked="" type="checkbox"/> Combination smoke - heat 4 <input type="checkbox"/> Sprinkler, water flow detection 5 <input type="checkbox"/> More than 1 type present 6 <input type="checkbox"/> Other _____ U <input type="checkbox"/> Undetermined	L3 Detector Power Supply 1 <input type="checkbox"/> Battery only 2 <input type="checkbox"/> Hardwire only 3 <input type="checkbox"/> Plug in 4 <input checked="" type="checkbox"/> Hardwire with battery 5 <input type="checkbox"/> Plug in with battery 6 <input type="checkbox"/> Mechanical 7 <input type="checkbox"/> Multiple detectors & power supplies 8 <input type="checkbox"/> Other _____ U <input type="checkbox"/> Undetermined L4 Detector Operation 1 <input type="checkbox"/> Fire too small to activate 2 <input checked="" type="checkbox"/> Operated <small>(Complete Section L5)</small> 3 <input type="checkbox"/> Failed to Operate <small>(Complete Section L6)</small> U <input type="checkbox"/> Undetermined	L5 Detector Effectiveness <small>Required if detector operated</small> 1 <input checked="" type="checkbox"/> Alerted Occupants, occupants responded 2 <input type="checkbox"/> Occupants failed to respond 3 <input type="checkbox"/> There were no occupants 4 <input type="checkbox"/> Failed to alert occupants U <input type="checkbox"/> Undetermined L6 Detector Failure Reason <small>Required if detector failed to operate</small> 1 <input type="checkbox"/> Power failure, shutoff or disconnect 2 <input type="checkbox"/> Improper installation or placement 3 <input type="checkbox"/> Defective 4 <input type="checkbox"/> Lack of maintenance, includes cleaning 5 <input type="checkbox"/> Battery missing or disconnected 6 <input type="checkbox"/> Battery discharged or dead 7 <input type="checkbox"/> Other _____ U <input type="checkbox"/> Undetermined
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M1 Presence of Automatic Extinguishment System * N <input type="checkbox"/> None Present 1 <input checked="" type="checkbox"/> Present Complete rest of Section M	M3 Automatic Extinguishment System Operation <small>Required if fire was within designed range</small> 1 <input checked="" type="checkbox"/> Operated & effective (Go to M4) 2 <input type="checkbox"/> Operated & not effective (M4) 3 <input type="checkbox"/> Fire too small to activate 4 <input type="checkbox"/> Failed to operate (Go to M5) 5 <input type="checkbox"/> Other U <input type="checkbox"/> Undetermined M4 Number of Sprinkler Heads Operating <small>Required if system operated</small> <div style="border: 1px solid black; padding: 2px; display: inline-block;">003</div> <small>Number of sprinkler heads operating</small>	M5 Automatic Extinguishment System Failure Reason <small>Required if system failed</small> 1 <input type="checkbox"/> System shut off 2 <input type="checkbox"/> Not enough agent discharged 3 <input type="checkbox"/> Agent discharged but did not reach fire 4 <input type="checkbox"/> Wrong type of system 5 <input type="checkbox"/> Fire not in area protected 6 <input type="checkbox"/> System components damaged 7 <input type="checkbox"/> Lack of maintenance 8 <input type="checkbox"/> Manual Intervention 9 <input type="checkbox"/> Other _____ U <input type="checkbox"/> Undetermined <p style="text-align: right; font-size: small;">NFIRS-3 Revision 01/19/99</p>
M2 Type of Automatic Extinguishment System * <small>Required if fire was within designed range of ABE</small> 1 <input type="checkbox"/> Wet pipe sprinkler 2 <input checked="" type="checkbox"/> Dry pipe sprinkler 3 <input type="checkbox"/> Other sprinkler system 4 <input type="checkbox"/> Dry chemical system 5 <input type="checkbox"/> Foam system 6 <input type="checkbox"/> Halogen type system 7 <input type="checkbox"/> Carbon dioxide (CO ₂) system 8 <input type="checkbox"/> Other special hazard system U <input type="checkbox"/> Undetermined		

A Police Fire Other
 TMD * State * Incident Date * Station Incident Number * Signature * Apparatus or Resources

B Apparatus or Resource	Date and Times						Sent <input checked="" type="checkbox"/>	Number of People	Use <small>Check one box for each apparatus to indicate its main use at the incident.</small>	Actions Taken	
	Month		Day	Year	Hour	Min				<input type="checkbox"/>	<input type="checkbox"/>
1 ID 16 Type 11	Dispatch	<input checked="" type="checkbox"/>	5	30	2010	11:00	<input checked="" type="checkbox"/>	21	<input checked="" type="checkbox"/> Suppression	<input type="checkbox"/>	<input type="checkbox"/>
	Arrival	<input checked="" type="checkbox"/>	5	30	2010	11:05			<input type="checkbox"/> EMS	<input type="checkbox"/>	<input type="checkbox"/>
	Clear	<input checked="" type="checkbox"/>	5	30	2010	11:10			<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>
2 ID 16A Type 11	Dispatch	<input checked="" type="checkbox"/>	5	30	2010	11:00	<input checked="" type="checkbox"/>	0	<input checked="" type="checkbox"/> Suppression	<input type="checkbox"/>	<input type="checkbox"/>
	Arrival	<input checked="" type="checkbox"/>	5	30	2010	11:05			<input type="checkbox"/> EMS	<input type="checkbox"/>	<input type="checkbox"/>
	Clear	<input checked="" type="checkbox"/>	5	30	2010	11:10			<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>
3 ID 16B Type 11	Dispatch	<input checked="" type="checkbox"/>	5	30	2010	11:00	<input checked="" type="checkbox"/>	0	<input checked="" type="checkbox"/> Suppression	<input type="checkbox"/>	<input type="checkbox"/>
	Arrival	<input checked="" type="checkbox"/>	5	30	2010	11:05			<input type="checkbox"/> EMS	<input type="checkbox"/>	<input type="checkbox"/>
	Clear	<input checked="" type="checkbox"/>	5	30	2010	11:10			<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>
4 ID 16T Type 14	Dispatch	<input checked="" type="checkbox"/>	5	30	2010	11:00	<input checked="" type="checkbox"/>	0	<input checked="" type="checkbox"/> Suppression	<input type="checkbox"/>	<input type="checkbox"/>
	Arrival	<input checked="" type="checkbox"/>	5	30	2010	11:05			<input type="checkbox"/> EMS	<input type="checkbox"/>	<input type="checkbox"/>
	Clear	<input checked="" type="checkbox"/>	5	30	2010	11:10			<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>
5 ID Type	Dispatch	<input type="checkbox"/>					<input type="checkbox"/>		<input type="checkbox"/> Suppression	<input type="checkbox"/>	<input type="checkbox"/>
	Arrival	<input type="checkbox"/>							<input type="checkbox"/> EMS	<input type="checkbox"/>	<input type="checkbox"/>
	Clear	<input type="checkbox"/>							<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>
6 ID Type	Dispatch	<input type="checkbox"/>					<input type="checkbox"/>		<input type="checkbox"/> Suppression	<input type="checkbox"/>	<input type="checkbox"/>
	Arrival	<input type="checkbox"/>							<input type="checkbox"/> EMS	<input type="checkbox"/>	<input type="checkbox"/>
	Clear	<input type="checkbox"/>							<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>
7 ID Type	Dispatch	<input type="checkbox"/>					<input type="checkbox"/>		<input type="checkbox"/> Suppression	<input type="checkbox"/>	<input type="checkbox"/>
	Arrival	<input type="checkbox"/>							<input type="checkbox"/> EMS	<input type="checkbox"/>	<input type="checkbox"/>
	Clear	<input type="checkbox"/>							<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>
8 ID Type	Dispatch	<input type="checkbox"/>					<input type="checkbox"/>		<input type="checkbox"/> Suppression	<input type="checkbox"/>	<input type="checkbox"/>
	Arrival	<input type="checkbox"/>							<input type="checkbox"/> EMS	<input type="checkbox"/>	<input type="checkbox"/>
	Clear	<input type="checkbox"/>							<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>
9 ID Type	Dispatch	<input type="checkbox"/>					<input type="checkbox"/>		<input type="checkbox"/> Suppression	<input type="checkbox"/>	<input type="checkbox"/>
	Arrival	<input type="checkbox"/>							<input type="checkbox"/> EMS	<input type="checkbox"/>	<input type="checkbox"/>
	Clear	<input type="checkbox"/>							<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>

Type of Apparatus or Resources

<p>Ground Fire Suppression</p> <ul style="list-style-type: none"> 11 Engine 12 Truck or aerial 13 Quint 14 Tanker & pumper combination 16 Brush truck 17 ARF (Aircraft Rescue and firefighting) 18 Ground fire suppression, other <p>Heavy Ground Equipment</p> <ul style="list-style-type: none"> 21 Dozer or plog 22 Tractor 24 Tanker or tender 20 Heavy equipment, other <p>Aircraft</p> <ul style="list-style-type: none"> 41 Aircraft: fixed wing tanker 42 Helitanker 43 Helicopter Aircraft, other 	<p>Marine Equipment</p> <ul style="list-style-type: none"> 51 Fire boat with pump 52 Boat, no pump 50 Marine apparatus, other <p>Support Equipment</p> <ul style="list-style-type: none"> 61 Breathing apparatus support 62 Light and air unit 60 Support apparatus, other <p>Medical & Rescue</p> <ul style="list-style-type: none"> 71 Rescue unit 72 Urban Search & rescue unit 73 High angle rescue unit 75 ELS unit 76 ALS unit 70 Medical and rescue unit, other 	<p>More Apparatus? Use Additional Sheets</p>	<p>Other</p> <ul style="list-style-type: none"> 91 Mobile command post 92 Chief officer car 93 Basket unit 94 Type 1 hand crew 95 Type 2 hand crew 99 Privately owned vehicle 00 Other apparatus/resource NN None UU Undetermined
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A FDID * 37217 State * SC Incident Date * 5/30/2010 Station 16 Incident Number * 10-0000112 Exposure * 000
 Delete Change **NPERS - 10 Personnel**

B Apparatus or Resource * **Date and Times** **Sent** **Number of * People** **Use** **Actions Taken**
Use codes listed below check if used as alarm date Check BSK box for each apparatus to indicate its main use at the incident. List up to 4 Actions for each apparatus and each personnel.

1 ID 16 Dispatch 5/30/2010 11:00 Sent **21** Suppression EMS Other

Personnel ID	Name	Rank or Grade	Attend <input checked="" type="checkbox"/>	Action Taken	Action Taken	Action Taken	Action Taken
1602	FREEL, BRAD	FF	X				
1604	HARDEN, LARRY	FF	X				
1605	MOSS, WAYNE	LT	X				
1606	NEVILLE, JESS	AC	X				
1607	SANFORD, TERRY	FF	X				
1608	BATES, JEFF	FF	X				
1609	McALISTER, HARRY	FF	X				
1610	KISNER, KEVIN	FF	X				
1611	DuBOISE, STEVEN	LT	X				

2 ID 16A Dispatch 5/30/2010 11:00 Sent **0** Suppression EMS Other

Personnel ID	Name	Rank or Grade	Attend <input checked="" type="checkbox"/>	Action Taken	Action Taken	Action Taken	Action Taken

3 ID 16B Dispatch 5/30/2010 11:00 Sent **0** Suppression EMS Other

Personnel ID	Name	Rank or Grade	Attend <input checked="" type="checkbox"/>	Action Taken	Action Taken	Action Taken	Action Taken

Unit	Notify Time	Enroute Time	Arrival Time	Cleared Time
PUMPER	11:00:00	11:00:00	11:05:00	11:10:00

Staff ID\Staff Name	Activity	Rank	Position	Role
1602	FIRE, BRAD	Firefighter	NUMBER MAKER	
1604	HARDEN, LARRY	Firefighter	Fire Engineer	
1605	MOSS, WAYNE	Lieutenant	Fire Lieuten	
1606	NEVILLE, JESS	Assistant C	INCIDENT COM	
1607	SAFFORD, TERRY	Firefighter	NUMBER MAKER	
1608	BATES, JEFF	Firefighter		
1609	MCALISTER, HARRY	Firefighter	Fire Fighter	
1610	KISNER, KEVIN	Firefighter	BATTALION CH	
1611	DIBOSE, STEVEN	Lieutenant	Fire Lieuten	
1613	JAMES, DAVID	Firefighter	Fire Fighter	
1615	MOSS, STEAN	Firefighter	Fire Fighter	
1616	WILSON, JACOB	Firefighter	Fire Fighter	
1617	ASHTON, JAMES	Firefighter	Fire Medic	
1618	ELLER, DANNY	Firefighter	Driver Opera	
1621	MCALISTER, BOBBY JOE	Firefighter	Driver Opera	
1622	ALEXANDER, AARON	Firefighter	Fire Fighter	
1623	SAULNIER, RYAN	Firefighter	Fire Fighter	
1628	TURPIN, JACK	Firefighter	Fire Fighter	
1629	JOHNSON, CHRIS	Firefighter	Driver Opera	
1630	TEBET, ERIC	Firefighter	Fire Fighter	
1634	WATKINS, TONY	Firefighter	Fire Fighter	

16A CLASS A PUMPER	11:00:00	11:00:00	11:05:00	11:10:00
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Staff ID\Staff Name	Activity	Rank	Position	Role
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16B CLASS A PUMPER	11:00:00	11:00:00	11:05:00	11:10:00
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Staff ID\Staff Name	Activity	Rank	Position	Role
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16T TANKER	11:00:00	11:00:00	11:05:00	11:10:00
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Staff ID\Staff Name	Activity	Rank	Position	Role
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37217 FDN *	SC State *	MM DD 5 30 Incident Date *	YYYY 2010	16 Station	10-0000112 Incident Number *	000 Reports *	Responding Personnel
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Staff ID\Staff Name	Unit	Activity	Position	Rank	PayScl	Hrs	HrsPd	Pts
02 FRED, BRAD	16	FX Fire At Scene	RM	FF		0.17	0.17	1.00
1604 HARDEN, LARRY	16	FX Fire At Scene	FE	FF		0.17	0.17	1.00
1605 MOSS, WAYNE	16	FX Fire At Scene	FL	LT		0.17	0.17	1.00
1606 NEVILLE, JESS	16	FX Fire At Scene	IC	AC		0.17	0.17	1.00
1607 SANFORD, TERRY	16	FX Fire At Scene	RM	FF		0.17	0.17	1.00
1608 RATES, JEFF	16	FX Fire At Scene		FF		0.17	0.17	1.00
1609 McALISTER, HARRY	16	FX Fire At Scene	FF	FF		0.17	0.17	1.00
1610 KISNER, KEVIN	16	FX Fire At Scene	SC	FF		0.17	0.17	1.00
1611 DuBOISE, STEVEN	16	FX Fire At Scene	FL	LT		0.17	0.17	1.00
1613 JAMES, DAVID	16	FX Fire At Scene	FF	FF		0.17	0.17	1.00
1615 MOSS, ELMAN	16	FX Fire At Scene	FF	FF		0.17	0.17	1.00
1616 WILSON, JACOB	16	FX Fire At Scene	FF	FF		0.17	0.17	1.00
1617 ASHTON, JAMES	16	FX Fire At Scene	FR	FF		0.17	0.17	1.00
1618 ELLER, DANNY	16	FX Fire At Scene	DC	FF		0.17	0.17	1.00
1621 McALISTER, BOBBY JOE	16	FX Fire At Scene	DC	FF		0.17	0.17	1.00
1622 ALEXANDER, AARON	16	FX Fire At Scene	FF	FF		0.17	0.17	1.00
1623 SMULNER, RYAN	16	FX Fire At Scene	FF	FF		0.17	0.17	1.00
1628 TURPIN, JACK	16	FX Fire At Scene	FF	FF		0.17	0.17	1.00
1629 JOHNSON, CHRIS	16	FX Fire At Scene	DC	FF		0.17	0.17	1.00
1630 ISBELL, ERIC	16	FX Fire At Scene	FF	FF		0.17	0.17	1.00
1634 WACKINS, TONY	16	FX Fire At Scene	FF	FF		0.17	0.17	1.00

Total Participants: 21

Total Personnel Hours: 3.57

An 'X' next to the unit denotes driver.

Oconee County

Comprehensive Occupancy History

Occupancy ID Between "NEV1 " And "NEV1 "



Occupancy Id: NEV1
Name: NEVILLE HARDWARE
Address: 120 S HIGHWAY 11
WEST UNION, SC 29686

MOBL 864-895-3114 xJESS
HOME 864-638-2563 xJESS
OFFC 864-638-2531 xSTORE
MOBL 864-710-2888 xBRAD

Property Use: 500 Mercantile, business, Other
Mixed Use: NN Not mixed use
Structure Type: 1 Enclosed building
Bldg Class: B2 Stores, asmbld <90, factl. using matl not

Zone:
Station: 16
District: 16
Insp Dist: 16
Stories: 1

Date	Type	Incident or Permit No.	Code/Description
09/03/2009	Inspection		200 INSPECTION - General
Totals for Occupancy:			
	Incidents	0	EMS Calls: 0
			Inspections 1
			Permits: 0

Location Records By Business Name

Business Name: NEVILLE HARDWARE

Business Name: NEVILLE HARDWARE

Box Number:

Number

Street Name

Type

Dir.

Room Number

120

HIGHWAY 11

HWY

Zip Code:

29896

Phone #1:

(864)638-2531

#2: (864)885-8114

Census Tract:

District:

Zone:

Town:

16

16

WEST UNION

Total: 1

Print Date: 5/31/2010

Grand Total: 1

Inspection Records By Inspection Date

Inspection Date: 9/3/2009

Business Name:	NEVILLE HARDWARE		Box Number:	
Number	Street Name	Type	Dir.	Room Number
120	HIGHWAY 11	HWY		
Zip Code:	29696	Phone #1:	#2:	
Inspection Type			Inspection Date:	Inspection Date
ROUTINE			Scheduled Reinspection Date:	9/3/2010
Inspector			Date Reinspected:	
LEE, MARK			Date Notice Sent:	8/28/2009
Hours:	0.00			
Fee:	0.00			
Violation Code		Description		Resolved

Print Date: 5/31/2010

Preplans By Location

Business Name: NEVILLE HARDWARE

Number	Street Name	Type	Dir.	Room Number
120	HIGHWAY 11	HWY		
Emergency Contact #1: JESS NEVILLE			Phone: (864)885-8114	
Emergency Contact #2: BRAD THOMAS			Phone: (864)710-2888	

Plan Type	Comment
ACCESS	MAN DOOR INTO SALES AREA

Plan Type	Comment
ACCESS	2 ROLL UP, 1 MAN DOOR INTO WAREHOUSE

Plan Type	Comment
ACCESS	LOADING DOCK AT 1 ROLL UP DOOR

Plan Type	Comment
ACCESS	RAMP INTO WAREHOUSE AT 1 ROLL UP DOOR

Plan Type	Comment
ACCESS	CHAIN LINK FENCE AROUND WAREHOUSE ACCE

Plan Type	Comment
BUILDING/ROOF CONSTF	WAREHOUSE TAR & GRAVEL

Plan Type	Comment
BUILDING/ROOF CONSTR	SALES ROOM METAL OVER T & G

Plan Type	Comment
COMBUSTIBLES	PAINTS, THINNERS, COATINGS, ETC

Plan Type	Comment
ELECTRICAL	MAIN CUT OFF IN WAREHOUSE AREA

Plan Type	Comment
HAZARDS	LOADING DOCK DROP OFF

Plan Type
HAZARDS

Comment
20' CEILING WITH PALLET RACKS IN WAREHOUS

Plan Type
HAZARDS

Comment
TRUSS ROOF OVER T & G ROOF OVER SALES AF

Plan Type
HAZARDS

Comment
FOR SALE PESTICIDES & INSECTICIDES, SMALL ,

Plan Type
THREE PHASE POWER

Comment

Print Date: 5/31/2010

Oconee County

Hydrant Flow Test By Hydrant

Hydrant Number = "15

"

15		S HIGHWAY 11 /AT BP STATION			MU	3 WAY		
Date	Static	Residual	Pitot	Pitot 2	GPM	20 PSI	10 PSI	0 PSI
04/17/2008	82	42	42.00	0.00	1087	1377	1493	1602
1606	NEVILLE, JESS							
05/21/2009	85	50	40.00	0.00	1061	1482	1601	1713
1606	NEVILLE, JESS							
05/04/2010	85	40	37.00	0.00	1021	1245	1345	1439
1613	JAMES, DAVID							
Subtotal Flow Tests:		3			Min:	1021	1245	1345
					Max:	1087	1482	1601
					Avg:	1056	1368	1479
Total Flow Tests:		3						



AT CITY HALL
↑ (FH)

MAIN STREET

NEVILLE
HARDWARE

75 FT

100 FT

50 FT

3 PHASE
POWER

RR

RR RR OF OF OF

ROLL
UP
DOOR

RAMP

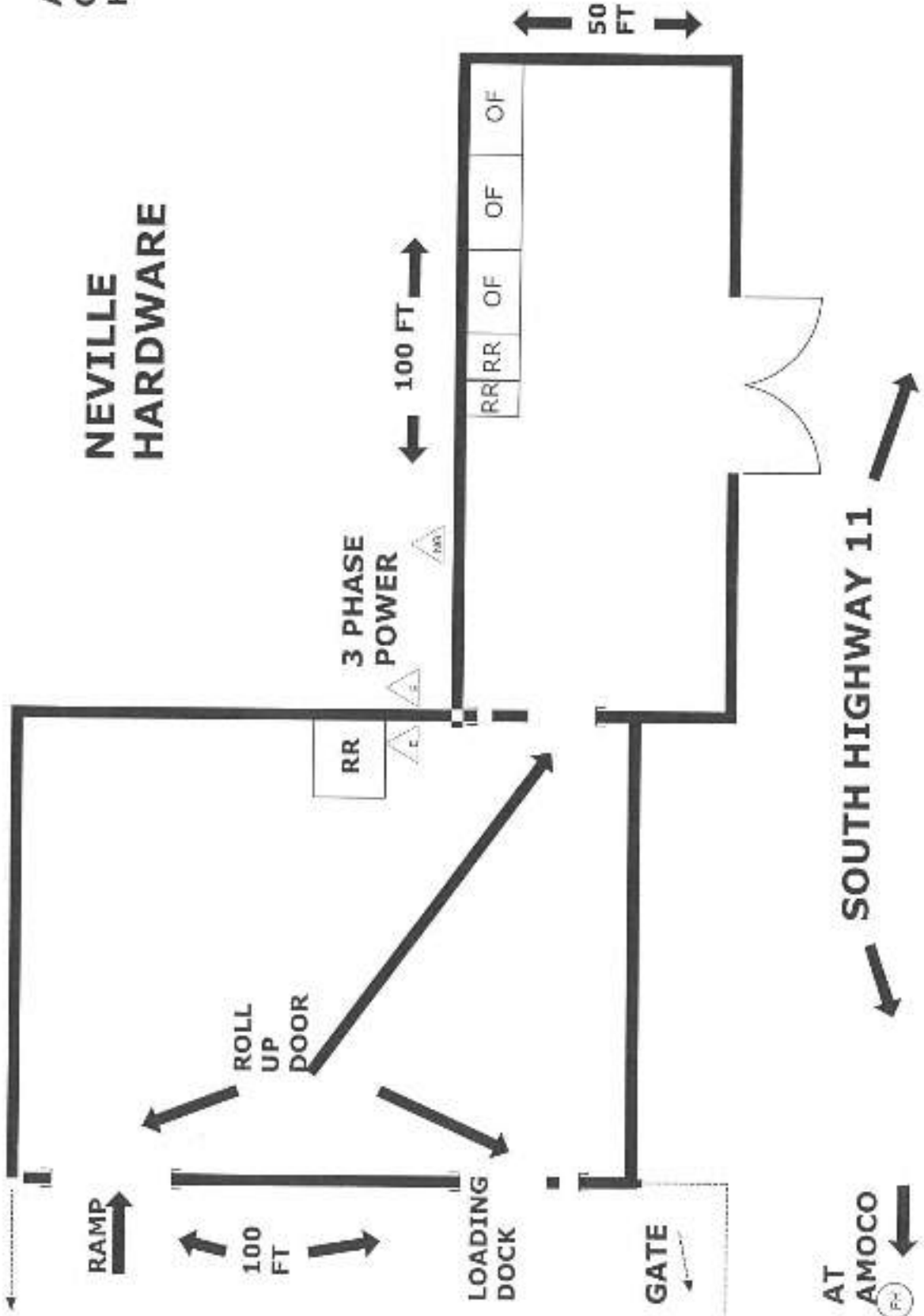
100
FT

LOADING
DOCK

GATE

SOUTH HIGHWAY 11

AT AMOCO
← (FH)



Oconee County

Fire and EMS Combined List by Incident Number

FDID = "37217"



Incident	Type	Date	Location	Description
09-0000270-0	FIRE	12/01/2009	707 S SPRING	611 Dispatched & cancelled
09-0000271-0	FIRE	12/01/2009	129 HILLTOP DR	111 Building fire
09-0000272-0	FIRE	12/02/2009	POPLAR SPRINGS RD & POPLAR SPRINGS	444 Power line down
09-0000273-0	FIRE	12/02/2009	ESSENER RD & N BURNS MILL RD	483 Vehicle accident,
09-0000274-0	FIRE	12/02/2009	631 KROWE SCHOOL DR	611 Dispatched & cancelled
09-0000275-0	FIRE	12/06/2009	126 DAWN DR	111 Building fire
09-0000276-0	FIRE	12/08/2009	999 WEST UNION RD	700 False alarm or false
09-0000277-0	FIRE	12/10/2009	340 KENNETH ST	111 Building fire
09-0000279-0	FIRE	12/13/2009	143 WEST MAIN	700 False alarm or false
09-0000280-0	FIRE	12/17/2009	143 SCENIC PLAZA DR	442 Overheated motor
09-0000281-0	FIRE	12/17/2009	359 COUNTRY JUNCTION RD	631 Authorized controlled
09-0000282-0	FIRE	12/18/2009	607 WEST MAIN	443 Breakdown of light
09-0000283-0	FIRE	12/18/2009	POPLAR SPRINGS RD & RICHLAND RD	444 Power line down
09-0000284-0	FIRE	12/18/2009	1307 S HIGHWAY 11	700 False alarm or false
09-0000285-0	FIRE	12/22/2009	1320 WALNUT ST	700 False alarm or false
09-0000286-0	FIRE	12/24/2009	320 CAMP RD	700 False alarm or false
09-0000287-0	FIRE	12/24/2009	142 COUNTRY ACRES RD	700 False alarm or false
09-0000288-0	FIRE	12/24/2009	350 COUNTRY JUNCTION RD	151 Outside rubbish, trash
09-0000289-0	FIRE	12/25/2009	2002 TRONSDALE CIR	611 Dispatched & cancelled
09-0000290-0	FIRE	12/25/2009	HARBOUR DR	611 Dispatched & cancelled
09-0000291-0	FIRE	12/28/2009	298 MEMORIAL DR	700 False alarm or false
09-0000292-0	FIRE	12/28/2009	298 MEMORIAL DR	700 False alarm or false
09-0000293-0	FIRE	12/31/2009	298 MEMORIAL DR	700 False alarm or false
09-0000294-0	FIRE	12/31/2009	126 Foothills Center Dr	700 False alarm or false
09-0000277-0	FIRE	12/08/2009	120 DAWN DR	500 Service Call, other
09-0000278-0	FIRE	12/13/2009	1451 WEST MAIN	700 False alarm or false
10-0000001-0	FIRE	01/01/2010	713 N ACORN WAY	611 Dispatched & cancelled
10-0000002-0	FIRE	01/01/2010	624 POST OAK LN	631 Authorized controlled
10-0000003-0	FIRE	01/02/2010	505 PLAYGROUND RD	611 Dispatched & cancelled
10-0000004-0	FIRE	01/02/2010	116 Crest Pointe DR	611 Dispatched & cancelled
10-0000005-0	FIRE	01/04/2010	505 BOUNTYLAND RD	700 False alarm or false
10-0000006-0	FIRE	01/04/2010	210 SHORELINE DR	138 Off-road vehicle or
10-0000007-0	FIRE	01/08/2010	1510 BLUE RIDGE BLVD	611 Dispatched & cancelled
10-0000008-0	FIRE	01/08/2010	561 JOE MURPHY RD	611 Dispatched & cancelled
10-0000009-0	FIRE	01/12/2010	214 PINACLE POINTE DR	611 Dispatched & cancelled
10-0000010-0	FIRE	01/13/2010	342 GARRISON RD	611 Dispatched & cancelled
10-0000011-0	FIRE	01/14/2010	298 MEMORIAL DR	611 Dispatched & cancelled
10-0000015-0	FIRE	01/15/2010	230 KEOWEE KNOLL DR	611 Dispatched & cancelled

2009 ↑
278 calls
2010 ↓

Oconee County

Fire and EMS Combined List by Incident Number

FDID = "37217"

Incident	Type	Date	Location	Description
10-0000016-0	FIRE	01/16/2010	3188 TORRINGTON	111 Building fire
10-0000017-0	FIRE	01/16/2010	260 RED BARN LN	463 Vehicle accident,
10-0000018-0	FIRE	01/17/2010	123 C MAURICE DR	611 Dispatched & cancelled
10-0000019-0	FIRE	01/18/2010	N HIGHWAY 11 & PICKENS HWY	463 Vehicle accident,
10-0000020-0	FIRE	01/18/2010	NORTH POND FORK RD & METALLICA DR	700 False alarm or false
10-0000021-0	FIRE	01/18/2010	453 NORTH POND FORK RD	631 Authorized controlled
10-0000022-0	FIRE	01/18/2010	126 BREEZEWOOD DR	150 Outside rubbish fire,
10-0000023-0	FIRE	01/19/2010	105 HOLLAND RDG	700 False alarm or false
10-0000024-0	FIRE	01/19/2010	105 HILLCREST CT	143 Grass fire
10-0000025-0	FIRE	01/21/2010	3820 BLUE RIDGE BLVD	700 False alarm or false
10-0000026-0	FIRE	01/26/2010	115 DAVIDIAN WAY	211 Building fire
10-0000027-0	FIRE	01/26/2010	120 COLLINS HOME DR	611 Dispatched & cancelled
10-0000028-0	FIRE	01/28/2010	126 TOMPENA RD	611 Dispatched & cancelled
10-0000029-0	FIRE	01/28/2010	KLOWEE SCHOOL RD & BIGGERSTAFF RD	143 Grass fire
10-0000030-0	FIRE	01/28/2010	COLLINS ST & GERBER ST	700 False alarm or false
10-0000031-0	FIRE	01/30/2010	177 SPOTS LN	611 Dispatched & cancelled
10-0000032-0	FIRE	01/30/2010	226 MAULDIN MILL RD	611 Dispatched & cancelled
10-0000033-0	FIRE	01/30/2010	505 BOUNTYLAND RD	700 False alarm or false
10-0000034-0	FIRE	01/31/2010	505 BOUNTYLAND RD	700 False alarm or false
10-0000035-0	FIRE	02/02/2010	311 WILLOW OAK CT	611 Dispatched & cancelled
10-0000036-0	FIRE	02/04/2010	151 RAZORBACK LN	611 Dispatched & cancelled
10-0000037-0	FIRE	02/05/2010	3820 BLUE RIDGE BLVD	111 Building fire
10-0000038-0	FIRE	02/05/2010	102 JEFFERSON RD	700 False alarm or false
10-0000039-0	FIRE	02/05/2010	200 SANGANO DR	800 Severe weather or
10-0000040-0	FIRE	02/05/2010	2365 BLUE RIDGE BLVD	463 Vehicle accident,
10-0000041-0	FIRE	02/05/2010	375 EARLSTEAD DR	611 Dispatched & cancelled
10-0000042-0	FIRE	02/08/2010	295 MEMORIAL ER	611 Dispatched & cancelled
10-0000043-0	FIRE	02/08/2010	E MAIN ST & LINDSAY DR	611 Dispatched & cancelled
10-0000044-0	FIRE	02/11/2010	501 W SOUTH BROAD	611 Dispatched & cancelled
10-0000045-0	FIRE	02/11/2010	103 TAYLOR RD	463 Vehicle accident,
10-0000046-0	FIRE	02/12/2010	305 WOOD GATE DR	611 Dispatched & cancelled
10-0000047-0	FIRE	02/12/2010	BLUE RIDGE BLVD	463 Vehicle accident,
10-0000048-0	FIRE	02/14/2010	22 LONSDALE	611 Dispatched & cancelled
10-0000049-0	FIRE	02/17/2010	N HIGHWAY 11 & FOWLER RD	700 False alarm or false
10-0000050-0	FIRE	02/19/2010	132 SPRUCE DR	700 False alarm or false
10-0000051-0	FIRE	02/19/2010	WEST UNION RD & OLD WALHALLA HWY	700 False alarm or false
10-0000052-0	FIRE	02/19/2010	1514 PARK RIDGE DR	111 Building fire
10-0000053-0	FIRE	02/21/2010	240 KNOX RD	611 Dispatched & cancelled

Oconee County

Fire and EMS Combined List by Incident Number

FDID = "37217"

Incident	Type	Date	Location	Description
10-0000054-0	FIRE	02/20/2010	151 WARRIORS CREEK DR	143 Grass fire
10-0000055-0	FIRE	02/20/2010	88 KATIE DR	143 Grass fire
10-0000056-0	FIRE	02/24/2010	444 STEWART RD	111 Building fire
10-0000057-0	FIRE	03/01/2010	111 J COBB DR	611 Dispatched & cancelled
10-0000058-0	FIRE	03/01/2010	804 LAING CT	611 Dispatched & cancelled
10-0000059-0	FIRE	03/04/2010	313 N HIGHWAY 11	463 Vehicle accident,
10-0000060-0	FIRE	03/04/2010	899 S HIGHWAY 11	611 Dispatched & cancelled
10-0000061-0	FIRE	03/04/2010	844 WEST UNION RD	463 Vehicle accident,
10-0000062-0	FIRE	03/09/2010	308 WINSTEAD RD	142 Brush or brush-and-grass
10-0000063-0	FIRE	03/12/2010	RAILROAD ST & HUNTER STREET	131 Passenger vehicle fire
10-0000064-0	FIRE	03/12/2010	110 S DEPOT ST	611 Dispatched & cancelled
10-0000065-0	FIRE	03/29/2010	306 DODD HILL RD	142 Brush or brush-and-grass
10-0000066-0	FIRE	03/23/2010	411 BOB-O-LINK DR	611 Dispatched & cancelled
10-0000067-0	FIRE	03/27/2010	124 NORTH POND FORK RD	631 Authorized controlled
10-0000068-0	FIRE	03/29/2010	112 COVE COURT	611 Dispatched & cancelled
10-0000069-0	FIRE	03/30/2010	520 LAUREN PAIGE DR	611 Dispatched & cancelled
10-0000070-0	FIRE	03/30/2010	120 HERITAGE FARM DR	111 Building fire
10-0000071-0	FIRE	04/01/2010	150 WYATT DR	631 Authorized controlled
10-0000072-0	FIRE	04/01/2010	2289 COUNTRY JUNCTION RD	111 Building fire
10-0000073-0	FIRE	04/02/2010	1245 BLUE RIDGE BLVD	131 Passenger vehicle fire
10-0000074-0	FIRE	04/03/2010	773 CEDAR CREST DR	631 Authorized controlled
10-0000075-0	FIRE	04/05/2010	218 WILLOW LN	111 Building fire
10-0000076-0	FIRE	04/06/2010	1500 N HIGHWAY 11	463 Vehicle accident,
10-0000077-0	FIRE	04/06/2010	742 EBENEZER RD	611 Dispatched & cancelled
10-0000078-0	FIRE	04/06/2010	2150 HIGHLANDS HWY	111 Building fire
10-0000079-0	FIRE	04/06/2010	101 THOMPSON AVE	400 Hazardous condition,
10-0000080-0	FIRE	04/07/2010	165 JONES RD	631 Authorized controlled
10-0000081-0	FIRE	04/07/2010	1415 MAIN ST	631 Authorized controlled
10-0000082-0	FIRE	04/09/2010	101 JAY JAY DR	631 Authorized controlled
10-0000083-0	FIRE	04/10/2010	613 ROCK CRUSHER RD	631 Authorized controlled
10-0000084-0	FIRE	04/13/2010	225 CRESTWOOD DR	631 Authorized controlled
10-0000085-0	FIRE	04/16/2010	287 LITTLE RIVER LN	142 Brush or brush-and-grass
10-0000086-0	FIRE	04/16/2010	PICKETT POST RD & N Highway 11	131 Passenger vehicle fire
10-0000087-0	FIRE	04/17/2010	309 ARUHENIA DR	631 Authorized controlled
10-0000088-0	FIRE	04/17/2010	102 WYATT DR	631 Authorized controlled
10-0000089-0	FIRE	04/22/2010	178 SCENIC PLAZA DR	700 False alarm or false
10-0000090-0	FIRE	04/23/2010	131A SENA DR	111 Building fire
10-0000091-0	FIRE	04/25/2010	980 WEST UNION RD	111 Building fire

Oconee County

Fire and EMS Combined List by Incident Number

FDID = "37217"

Incident	Type	Date	Location	Description
10-0000092-0	FIRE	04/27/2010	198 COUNTRY JUNCTION RD	463 Vehicle accident,
10-0000093-0	FIRE	04/27/2010	CRYSTAL FALLS RD & LAKEWOOD DR	444 Power line down
10-0000094-0	FIRE	04/28/2010	103 LEDBETTER LN	611 Dispatched & cancelled
10-0000095-0	FIRE	05/01/2010	395 WINSTEAD RD	700 False alarm or false
10-0000096-0	FIRE	05/02/2010	218 LONG BAY DR	700 False alarm or false
10-0000097-0	FIRE	05/04/2010	255 COUNTRY JUNCTION RD	463 Vehicle accident,
10-0000098-0	FIRE	05/04/2010	108 PLANT RD	111 Building fire
10-0000099-0	FIRE	05/04/2010	1441 WEST MAIN	631 Authorized controlled
10-0000100-0	FIRE	05/05/2010	222 N Highway 11	700 False alarm or false
10-0000101-0	FIRE	05/06/2010	435 TORRINGTON RD	463 Vehicle accident,
10-0000102-0	FIRE	05/08/2010	426 E MAIN ST	445 Arcing, shorted
10-0000103-0	FIRE	05/09/2010	505 BOUNTYLAND RD	700 False alarm or false
10-0000104-0	FIRE	05/16/2010	102 ROSE DR	444 Power line down
10-0000105-0	FIRE	05/21/2010	1448 BLUE RIDGE BLVD	611 Dispatched & cancelled
10-0000106-0	FIRE	05/23/2010	1837 WESTMINSTER HWY	700 False alarm or false
10-0000107-0	FIRE	05/23/2010	998 WEST UNION RD	611 Dispatched & cancelled
10-0000108-0	FIRE	05/26/2010	960 FERKINS CREEK RD	611 Dispatched & cancelled
10-0000109-0	FIRE	05/28/2010	515 BENTON ST	611 Dispatched & cancelled
10-0000110-0	FIRE	05/28/2010	515 BENTON ST	611 Dispatched & cancelled
10-0000111-0	FIRE	05/30/2010	817 BARNES RD	700 False alarm or false
10-0000112-0	FIRE	05/31/2010	SCENIC PLAZA DR & BLUE RIDGE BLVD	463 Vehicle accident,

Total Incident Count 135

EMS Incident Cnt: 0

Fire Incident Cnt: 135

JAN thru MAY projected thru DEC '10 = 269 Runs

Oconee County

Training Attendance by Staff

Staff ID = "1614 "



Date	Time	Category - Class Description	CEU	Hours	Hrs Pd	Points	Obj?
1614 KELLEY, DOUG							
09/03/2008		1183 NPPA PF1		65.00	0.00	3.00	Y
09/13/2008		1136 FLAMMABLE LIQUIDS AND GAS FF		8.00	0.00	1.00	Y
10/08/2008		2173 LEADERSHIP 3		16.00	0.00	2.00	Y
10/14/2008		0424 NURSING HOME FIRE SIMULATION		2.00	0.00	1.00	Y
10/19/2008		1154 NFPA FF2		44.00	0.00	3.00	Y
10/24/2008		FEMA NIMS COMPLIANCE		2.00	0.00	1.00	Y
10/30/2008		RSE 4 IS 00804		2.00	0.00	1.00	Y
11/05/2008		CB COFFEE BREAK TRAINING		1.00	0.00	1.00	Y
11/05/2008		CB COFFEE BREAK TRAINING		1.00	0.00	1.00	Y
11/05/2008		Q328 STRIP MALL ARSON FIRE SIMULATION		2.00	0.00	1.00	Y
11/08/2008		CB COFFEE BREAK TRAINING		1.00	0.00	1.00	Y
11/08/2008		CB COFFEE BREAK TRAINING		1.00	0.00	1.00	Y
11/08/2008		CB COFFEE BREAK TRAINING		1.00	0.00	1.00	Y
11/08/2008		Q617 WILDLAND FIRE SIMULATION		0.00	0.00	1.00	Y
11/10/2008		HEALTH PHYSICAL/FIT TEST/RSD		2.00	0.00	1.00	Y
11/11/2008		CB COFFEE BREAK TRAINING		1.00	0.00	1.00	Y
02/04/2009		ICS 200 ICS 200		0.00	0.00	1.00	Y
02/04/2009		ICS 100 ICS 100		2.00	0.00	1.00	Y
02/08/2009		CB COFFEE BREAK TRAINING		1.00	0.00	1.00	Y
02/18/2009		CB COFFEE BREAK TRAINING		1.00	0.00	1.00	Y
02/18/2009		CB COFFEE BREAK TRAINING		1.00	0.00	1.00	Y
02/19/2009		CB COFFEE BREAK TRAINING		1.00	0.00	1.00	Y
02/20/2009		ICS 300 ICS 300		0.00	0.00	1.00	Y
02/21/2009		FEMA NIMS COMPLIANCE		2.00	0.00	1.00	Y
02/21/2009		HEALTH PHYSICAL/FIT TEST/RSD		2.00	0.00	1.00	Y
05/19/2009		FEMA NIMS COMPLIANCE		2.00	0.00	1.00	Y
07/28/2009		FEMA NIMS COMPLIANCE		2.00	0.00	1.00	Y
07/29/2009		FEMA NIMS COMPLIANCE		2.00	0.00	1.00	Y
07/29/2009		FEMA NIMS COMPLIANCE		2.00	0.00	1.00	Y
08/02/2009		2172 LEADERSHIP 2		16.00	0.00	3.00	Y
08/03/2009		H201 Hazardous Materials Overview		2.00	0.00	1.00	Y
10/04/2009		2171 LEADERSHIP 1		16.00	0.00	2.00	Y
11/03/2009		HOSE hose loads		2.50	0.00	0.00	Y
01/05/2010		FIT fit test		2.50	0.00	0.00	Y
02/02/2010		SCBA annual refresher		2.50	0.00	0.00	Y
03/22/2010		8102 BASIC AUTO EXTERCATION		16.00	0.00	0.00	Y
03/22/2010		2722 HAZ-MAT OPS		24.00	0.00	0.00	Y
03/22/2010		1152 BASIC INTERIOR FIREFIGHTING		50.50	0.00	0.00	Y
04/05/2010		HOS hose lays		2.50	0.00	1.00	Y
Totals for Staff Member:				341.50	0.00	41.00	

*=Unexcused Absence X=Excused Absence

05/31/2010 12:12

WALHALLA RESCUE SQUAD
A Division of Oconee County Rescue Squad
FIRST RESPONDER REPORT



Date 01-01-2010

Call Number 468

PATIENT INFORMATION			
Name <u>John Doe</u>	Age: <u>64</u> Years	Sex <input checked="" type="checkbox"/> Male	Race <input checked="" type="checkbox"/> White
Address <u>1234 Noandy St</u>	<u>8</u> Months	<input type="checkbox"/> Female	<input type="checkbox"/> Black
City <u>Walhalla</u> State <u>SC</u> Zip Code <u>29691</u>	<u>24</u> Days		<input type="checkbox"/> Hispanic
	<u>8-24-64</u> DOB		<input type="checkbox"/> Other

INCIDENT LOCATION	INCIDENT TYPE	EQUIPMENT USED
<u>HWY 1257</u>	<input type="checkbox"/> Motor vehicle <input type="checkbox"/> Home related <input type="checkbox"/> Work related <input checked="" type="checkbox"/> Motorcycle <input type="checkbox"/> Pedestrian <input type="checkbox"/> Bike <input type="checkbox"/> Boat <input type="checkbox"/> Jet ski <input type="checkbox"/> Other	<u>Dressing, limb splint</u> <u>Back brace, neck collar</u>

SIGNALS			TREATMENT		ANATOMICAL SITE	
1 Head Elevation	37 Arterial pain	85 Chest pain	<input checked="" type="checkbox"/> Dressing applied	1 BLEEDING 1		
2 Head Strife	38 Entailable	83 Unknown complaint	<input type="checkbox"/> Limb splinted	2 FRACTURE 2		
3 Edema	40 Hydrate	91 Transport for exam	<input type="checkbox"/> Cervical spine immobilized	3 DEFORMITY 3		
4 Thoracic Respire	41 Faling	92 Non-emergency trans.	<input type="checkbox"/> Oral airway used	4 NUMBNESS 4		
5 Insulin Shock	45 Psychiatric/Behavioral	94 No Transport	<input checked="" type="checkbox"/> Oxygen given	5 PAIN 5		
6 Policing	44 Overdose	90 Cancelled call	<input type="checkbox"/> LPM:	6 PARALYSIS 6		
7 Communicable Disease	42 Alcohol impairment	95 False call	<input type="checkbox"/> Artificial respirations	7 SWELLING 7		
8 Unconscious	44 Altered mental status	101 Call Exp./Hypofarints	<input type="checkbox"/> Hemorrhage control	8 OTHER 8		
9 DDA - No transport	28 Working	102 Sexual Assault	<input type="checkbox"/> Automatic external defibrillation			
10 DDA - Transport	27 GI Problems	103 Child/11	<input type="checkbox"/> Suction used			
11 Alcohol/Carbunkin	22 GI Problems	104 Headache	<input type="checkbox"/> Cardiac massage			
12 Avulsion	23 GI Problems	105 Weakness/Flaccidness	<input type="checkbox"/> Kendrick extrication device			
13 Laceration	21 OB Postnatal	106 Pain	<input type="checkbox"/> Other			
14 Penetrating/stab	22 OB Emergency	107 Diaper				
15 Gunshot wound	21 OB Abortion	108 Stupor				
16 Fall	24 GYN Problems	109 Medical Device Failure				
17 Amputation	25 OB Delivery	110 Post Oper. Complication				
18 Amputation	26 Apnea	111 Bad Cardiac				
19 Chest Injury	27 Airway obstruction	112 ALS Marking Req.				
20 Crush Injury	22 Hypertension	113 BLS Marking Req.				
21 Amputation	23 Pulmonary edema	114 Specialty Care Marking				
22 Amputation	24 Respiratory distress	115-119 Motor Vehicle Accident				
23 Fracture	25 Asphyxial shock	11-100 Personal by car				
24 Multiple Trauma	26 Near drowning	11-100 Call in call back crew				
25 Patient trapped	27 Coronary problems	11-100 School Bus Accident				
26 Eye Injury	28 Congestive Heart Failure	11-100 Power Coast				
27 Sprained/Struck	29 Hypertension	11-100 Trade Treatment				
28 Head Injury	30 Cardiac Arrest					
29 Paralysis	31 CHA/1/Adverse					
30 Splenic Injury	32 Hypotension					

VITALS				
Time <u>12:05</u>	B/P <u>180/96</u>	Pulse <u>70</u>	Resp. <u>14</u>	Pupils _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

NARRATIVE

Chief complaint: Left leg broke open fracture, laceration to head,

History/present illness: Head bleed, seizure, history of seizures,

Review of systems: _____

Past medical history: _____

Physical exam: Upon arrival we noticed open fracture to left upper leg, and head injury.

Treatment: _____

TIMES	MILEAGE	RESPONDERS
Dispatched <u>11:55</u>	Beginning _____	Time <u>US</u>
Enroute <u>11:56</u>	Ending _____	You _____
Arrival <u>12:07</u>	Total _____	Then _____
Completion <u>13:15</u>	Personal Vehicle _____	Primary Pt. Attendant _____
		<u>me</u>

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2010-08

IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS NOT EXCEEDING \$30,000,000 HOSPITAL REFUNDING REVENUE BONDS (OCONEE MEDICAL CENTER PROJECT), IN ONE OR MORE SERIES, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

WHEREAS, the South Carolina Jobs-Economic Development Authority (the "Authority") is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended (the "Act"), to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to business enterprises which meet the eligibility requirements of Section 41-43-150 of the Act and for other purposes described in Section 41-43-160 of the Act and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina (the "State"); and

WHEREAS, the Authority is further authorized by Section 41-43-110 of the Act to issue revenue bonds (including refunding revenue bonds) payable by the Authority solely from a revenue producing source and secured by a pledge of said revenues in order to provide funds for any purpose authorized by the Act; and

WHEREAS, in furtherance of the purposes of the Act and in order to promote the prosperity, health, safety and welfare of the citizens of the State, the Authority on behalf of Oconee Medical Center (formerly known as Oconee Memorial Hospital, Incorporated), a South Carolina nonprofit corporation (the "Borrower"), proposes to refinance all or a portion of the outstanding principal amount of the \$29,360,000 original principal amount of the South Carolina Jobs-Economic Development Authority Hospital Refunding Revenue Bonds (Oconee Memorial Hospital Project), Series 2005A (the "Prior Bonds"); and

WHEREAS, the Borrower is projecting that the refinancing of the Prior Bonds (the "Refinancing") will benefit the State generally, and Oconee County, South Carolina (the "County") in particular, by assisting the Borrower in maintaining approximately 1,006 jobs, with a resulting alleviation of unemployment and a substantial increase in payrolls and other public benefits incident to the conduct of such businesses not otherwise provided locally; and

WHEREAS, the County Council of the County (the "County Council") and the Authority have on this date jointly held a public hearing, duly noticed by publication in a newspaper having general circulation in the County, not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views;

NOW, THEREFORE, BE IT RESOLVED by the County Council of the County, as follows:

SECTION 1. It is hereby found, determined and declared that the Refinancing is anticipated to subserve the purposes of the Act and to benefit the general public welfare of the County by maintaining services, employment, recreation or other public benefits not otherwise provided locally.

SECTION 2. The County Council supports the Authority in its determination to issue the Bonds to undertake the Refinancing.

SECTION 3. The amount of Bonds required to undertake the Refinancing is not exceeding \$30,000,000.

SECTION 4. The Refinancing will not give rise to a pecuniary liability of the County or a charge against its general credit or taxing power.

SECTION 5. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its adoption.

Adopted this 15th day of June 2010.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

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

ATTEST:

Elizabeth G. Hulse
Clerk to Council

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2010-09**

AUTHORIZING THE EXECUTION AND DELIVERY OF A MEMORANDUM OF UNDERSTANDING BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND POINTEWEST, INC. RELATING TO CERTAIN COUNTY-OWNED INFRASTRUCTURE; AND OTHER MATTERS RELATING THERETO.

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

Section 1. Findings.

The County Council ("County Council") of Oconee County, South Carolina (the "County"), hereby finds and determines:

(a) Pursuant to Section 4-9-10 of the S.C. Code, the County operates under the Council-Administrator form of government, and the County Council constitutes the governing body of the County.

(b) PointeWest, Inc., a South Carolina corporation (the "Company") has made presentations to the County regarding plans to develop a mixed use development located on the parcels of property in the County currently identified as Oconee County tax map numbers 271-00-01-002 and 271-00-01-003, which is anticipated to involve a total investment in excess of \$180,000,000 and include, but not be limited to (a) single-family, owner-occupied residential housing; (b) commercial residential housing; (c) assisted living facilities; and (d) recreational facilities which are available for public use (collectively, the "PointeWest Project").

(c) It is anticipated that the PointeWest Project will benefit the County through, among other things, adding significantly to the tax base of the County, supporting and encouraging the Tri-County Technical College Bridge to Clemson Program, positively influencing the values of property located in the PointeWest Project and surrounding areas, increasing tax or fee revenues attributable to the PointeWest Project, encouraging development in surrounding areas, the creation of jobs, the redevelopment of an otherwise blighted area, the utilization and promotion of Hartwell Lake, and the attraction of further capital investment.

(d) There is a need for certain County-owned improvements and infrastructure (the "Public Improvements") to be financed, in part, and acquired or constructed in order to facilitate the development of the PointeWest Project.

(e) In connection with the undertaking of the PointeWest Project, the Company has requested that the County issue a special source revenue bond (the "SSRB") to provide funds for the design, acquisition and construction of the Public Improvements, as a part of the overall improvements of the PointeWest Project.

(f) The County and the Company have caused to be prepared a Memorandum of Understanding, the form of which is attached hereto as Exhibit A, relating to the use of proceeds of the SSRB to pay for the costs of designing, acquiring and constructing the Public Improvements.

(g) It appears that the Memorandum, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW THEREFORE, BE IT RESOLVED, by the County Council of Oconee County, South Carolina, as follows:

Section 1. Approval of Memorandum of Understanding. The form, terms and provisions of the Memorandum of Understanding attached hereto as Exhibit A be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Memorandum of Understanding were set out in this ordinance in its entirety. The Chairman of County Council and the County Administrator of the County, or either of them acting alone, be and each of them is hereby authorized, empowered and directed to execute, acknowledge and deliver the Memorandum of Understanding in the name and on behalf of the County, and thereupon to cause the Memorandum of Understanding to be delivered to the Company. The Memorandum of Understanding is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not be adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Memorandum of Understanding now before this meeting. The Chairman of County Council and the County Administrator of the County, or either of them acting alone, are further authorized and empowered to execute any subsequent amendments or revisions to the Memorandum of Understanding.

Section 2. Procurement of Public Improvements. Pursuant to Section 2-428 of the Oconee County Code of Ordinances, which was part of Oconee County Ordinance 2010-02 enacted by the County Council on May 4, 2010, because the Public Improvements will be constructed before being turned over to the County, a situation not contemplated by such Section 2-428, the County hereby: (a) exempts the design, acquisition and construction of the Public Improvements from the purchasing procedures required by Chapter 2, Article V of the Oconee County Code of Ordinances; and (b) approves the Memorandum of Understanding as the method for designing, acquiring and constructing the Public Improvements.

Section 3. Further Authorization. The Chairman of County Council, the County Administrator, the Clerk to County Council, and the Assistant County Administrator of Administrative Services and Finance, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of such other documents and certificates necessary to effectuate and perform all obligations of the County under and pursuant to the Memorandum of Understanding.

Section 4. Severability: Effectiveness. The provisions of this Resolution are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this ordinance shall take effect and be in full force from and after its passage and approval.

[Execution Page Follows]

Adopted by the County Council of Oconee County, South Carolina, this 15th day of June, 2010.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Vice-Chairman, County Council
Oconee County, South Carolina

ATTEST:

Administrator, Oconee County, South Carolina

Clerk to County Council,
Oconee County, South Carolina

Exhibit A

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

RELATING TO CERTAIN COUNTY-OWNED INFRASTRUCTURE IN OCONEE COUNTY, SOUTH CAROLINA

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into as of _____, 2010, by and between Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and PointeWest, Inc., a South Carolina corporation (the "Company").

WITNESSETH:

WHEREAS, the Company has made presentations to the County regarding plans to develop a mixed use development located on the parcels of property in the County currently identified as Oconee County tax map numbers 271-00-01-002 and 271-00-01-003, which is anticipated to involve a total investment in excess of \$180,000,000, and include, but not be limited to (a) single-family, owner-occupied residential housing; (b) commercial residential housing; (c) assisted living facilities; and (d) recreational facilities which are available for public use (collectively, the "PointeWest Project"). A description of the PointeWest Project property is attached hereto as Exhibit A; and

WHEREAS, it is anticipated that the PointeWest Project will benefit the County through, among other things, significantly increasing the tax base of the County, positively influencing the values of property located in the PointeWest Project and surrounding areas, increasing tax or fee revenues attributable to the PointeWest Project, encouraging development in surrounding areas, the creation of jobs, the redevelopment of an otherwise blighted area, the utilization and promotion of Hartwell Lake, and the attraction of further capital investment; and

WHEREAS, there is a need for certain County-owned (or, to-be-County-owned) improvements and infrastructure (the "Public Improvements") to be partially financed and acquired or constructed in order to facilitate the development of the PointeWest Project; and

WHEREAS, in connection with the undertaking of the PointeWest Project, the Company has requested that the County issue a special source revenue bond (the "SSRB") to provide funds for a portion of the cost of the design, acquisition and construction of the Public Improvements; and

NOW, THEREFORE, in consideration of the mutual agreements between the parties as set forth herein and other good and valuable consideration, the parties hereto do hereby agree as follows:

(d) One set of the construction plans (the "Construction Plans") for the Public Improvements with sufficient detail, including, where applicable and without limitation, a cross section of any proposed roads and notification of the commencement and ending of construction intervals or phases, to the County so the County, through its designated agent, can review and approve the Construction Plans as complying with all County requirements, including, without limitation, all County policies and procedures, prior to commencement of construction.

(e) One copy of any construction contracts and architects contracts executed by the Company and any contractor or architect, and copies of all other executed contracts as may be reasonably required by the County (the "Construction Documents").

(f) A detailed breakdown of the cost of constructing the Public Improvements (the "Construction Budget") and a funding schedule for all items.

(g) A detailed schedule of the dates by which construction of portions of the Public Improvements are anticipated to be completed (the "Construction Schedule").

(h) Where applicable, dual obligee payment and/or performance bonds from an insurance company acceptable to the County, provided by the Company and/or any contractor(s) showing the County as one of the obligees.

(i) Completion of a satisfactory site inspection by the County.

(j) A fully executed assignment by the Company (and acknowledged by the Company, and any architects or contractors) of its (i) rights in the Construction Documents and all licenses and permits issued in connection with the Public Improvements and (ii) use of the final, approved Construction Documents and all licenses and permits issued in connection with the Public Improvements for the completion of the Public Improvements by the County in the event of Default (as defined in Section 3.01) hereunder at no cost to the County.

(k) Satisfactory evidence of the Company's financial capacity and legal authority to develop the PointeWest Project.

(l) Satisfactory evidence that the contemplated construction is or will be in compliance with all applicable building codes, zoning ordinances and other rules and regulations promulgated by the applicable regulatory or governmental authority, including, without limitation, those applicable to the County's acceptance of public infrastructure.

(m) No Default (as defined in Section 3.01) shall have occurred and be continuing.

(n) Receipt by the County of other approvals, opinions, or documents as the County may reasonably request.

1.05 Conditions Precedent to Disbursements After Initial Disbursement. The County shall not be obligated to make any disbursements from Construction Proceeds after the initial

Improvements constructed in connection therewith, to the County on a monthly basis (including year to date) and on an annual basis. In connection therewith, the Company shall establish and maintain a comprehensive system for records, books, and accounts including, but not limited to, records of all property sale contracts, arrangements, leases and agreements, record tracking all revenues and accounts generated for the PointeWest Project, records detailing and evidencing all expenses allocated to the PointeWest Project, and records of all maintenance and repairs performed on the PointeWest Project. All records, books and accounts shall be subject to examination at reasonable hours by any authorized representative of the County. The County shall have the right to perform an audit of the Company's books and records relating to the PointeWest Project on an annual basis.

1.09 Further Requirements and Provisions. Disbursement of Construction Proceeds shall be further subject to the following conditions:

(a) If the costs of the Public Improvements (the "Improvement Costs") which are eligible for payment or reimbursement hereunder are less than the Construction Proceeds, then the County shall only be required to pay to third parties or reimburse the Company for such lesser amount of eligible Improvement Costs. Excess proceeds of the Bond shall be used to pay debt service on the SSRB to the extent permitted by law and to the extent permitted by the documents and agreements related to the issuance of the SSRB.

(b) If the Improvement Costs of Public Improvements exceed the Construction Proceeds, the Company shall complete the construction of the Public Improvements utilizing its own funds. The Company shall be obligated to complete the Public Improvements identified in Exhibit B attached hereto regardless of whether the Construction Proceeds are sufficient therefor.

(c) The Company may make periodic Construction Proceeds disbursement requests to the County or its designee for payment of Improvement Costs directly to third parties, or as reimbursement to the Company for such Improvement Costs.

(d) As part of any disbursement request to the County, the Company or third parties shall deliver to the County or its designee: (1) a description of those specific Public Improvements for which the Company is seeking disbursement (either directly to a third party, or as reimbursement to the Company); (2) evidence that the Company has paid the costs for which reimbursement is being sought, or that third parties are due the amounts requested (e.g., invoices); (3) if applicable, certificates showing the absence of material, mechanics' and other liens with respect to such costs; and (4) if applicable, certificates from the architect or engineer for the Public Improvements that the work included in the disbursement request is consistent with the plans and specifications and governmental permits and approvals for the work.

(e) Each Public Improvement shall be built to the standard of the County's engineering design specifications or to such other construction practices which the County has for the type of Public Improvements which are to be owned by the County. Upon request from the Company, the County shall communicate such specifications and practices to the Company with respect to the specific Public Improvements identified by the Company in such request.

otherwise be entitled in the amount necessary to complete the applicable Public Improvement. If the County exercises its rights to remedy or complete a Public Improvement, the Company agrees that it shall make any further assignments to the County of any construction contracts, professional services contracts (e.g., architectural, engineer or prime contractors), any rights to use plans, drawings and specifications, any governmental permits or approvals for such Public Improvement as may be necessary for the County to complete such Public Improvement, and shall transfer any right or interest the Company has in the Public Improvement to the County, including, without limitation, delivery of a deed granting fee simple title to the right-of-way; provided, however, the Company will have first been compensated for the reasonable value of the work performed by the Company on such Public Improvement, up to the remaining amount of the Construction Proceeds, as a maximum payment due under this provision. The term "Force Majeure", as used herein, shall mean: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies or terrorism; orders or restraints of any kind of the government of the United States of America or of the State of South Carolina or any of their departments, agencies or officials of any civil or military authority; insurrection; riots; landslides; earthquakes; flood; fire; storms; droughts; explosion; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not within the control of the party seeking the benefit of force majeure and not due to its own negligence.

(j) The Company shall promptly commence construction of the Public Improvements to be constructed with Construction Proceeds and diligently pursue completion thereof provided: (a) the Company has received all necessary governmental permits and approvals for the applicable portion of the Public Improvements; and (b) the Company has procured all necessary easements or property rights for the applicable Public Improvements.

(k) To the extent any of the Public Improvements are to be operated and maintained by the Company after dedication or conveyance of such Public Improvements to the County, including, without limitation, any lakes, parking areas, sidewalks and other walkways, and all related services and utilities, the County and the Company shall negotiate one or more subsequent agreements relating to such operation and maintenance. Any such agreements relating to operation and maintenance must be structured to satisfy the safe harbors for management and service contracts contained in the Internal Revenue Service Revenue Procedure 97-13, as amended, and any other successor administrative pronouncements; must indemnify and hold the County harmless against all costs, liability or loss associated with such operation and maintenance; and, must provide adequate safeguards and assurances to the County that the County will be protected against future costs and liabilities associated with such operation and maintenance by the Company.

(l) To the extent that any of the Public Improvements are designed and constructed by the Company, reimbursement to the Company shall be subject to verification by the County or its designee, with such verification to not be unreasonably withheld, that the costs of self-performance by the Company reflect fair market values for the services provided. Further, any payments to be made to the Company for the acquisition of land in connection with the Public Improvements shall be subject to verification by the County or its designee, with such verification to not be unreasonably withheld, that the price for such land reflects its fair market value, as indicated by the appraisal required pursuant to Section 1.04(c) herein.

the defaulting party that it has thirty (30) days after receipt of notice of Default within which to cure the Default to the satisfaction of the aggrieved party providing such notice. Upon failure to remedy such Default, any aggrieved party shall have the right to any remedy provided in law, equity or provided elsewhere in this MOU. Failure to remedy a Default by the Company under this MOU shall cancel all rights and privileges granted to the Company under this MOU.

3.02 No Personal Liability. No obligation or agreement contained herein shall be deemed to be an obligation or agreement of any present or future member, elected official, officer, agent or employee of the County or the Company in any other than his or her official capacity, and neither the members of the County Council, nor any official executing this MOU shall be personally liable thereon or be subject to any personal liability or accountability by reason of the obligations or agreements of the County or the Company contained in this MOU.

3.03 Approvals, Consents, Notices and Other Actions. No approvals, consents, notices and other similar actions required by this MOU shall be deemed given unless and until reduced to writing. For purposes of providing any approvals, consents, notices and other similar actions required by this MOU, such actions may be taken on behalf of the County by the County Administrator, and may be taken on behalf of the Company by the president or other chief executive officer of the Company.

3.04 Indemnification. The Company agrees to indemnify, hold harmless and protect the County, the County's Council members, agents, representatives, attorneys, and employees from and against any and all damages, whether to property or persons, claims, losses, penalties, liabilities, costs and expenses, including reasonable attorney fees, consultant fees, laboratory fees, expert witness fees, and court costs, that (a) are caused in whole or in part as a result of or due to any negligent act, willful or intentional act, error or omission of the Company, its agents, consultants, employees or representatives, or (b) arise due to any environmental condition on or affecting the property on which the PointeWest Project is located or on or affecting any other property impacted by any environmental condition on or affecting the property on which the PointeWest Project is located. The Company shall not be held responsible or liable for damages which arise out of the sole negligence of the County. Notwithstanding any other provision of this MOU to the contrary, the provisions of this Section 3.04 shall survive the completion of the disbursement of the Construction Proceeds, the completion and conveyance of the Public Improvements, or the earlier termination of this MOU.

3.05 Applicable Laws and Regulations. The Company shall perform all work on the PointeWest Project, including the Public Improvements, in accordance with all applicable federal, state, and local laws and regulations.

3.06 Amendments; Complete Agreement. This MOU may not be amended, changed, modified, altered or terminated, except in accordance with the express provisions of this MOU or with the written consent of the parties hereto. Except as otherwise incorporated into this MOU, this MOU constitutes the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and no party hereto shall be bound by any oral or written agreements, statements, promises, or understandings not specifically set forth in this MOU.

3.14 Notices. Unless otherwise specifically provided in this MOU or by law, any and all notices or other communications required or permitted by this MOU or by law to be served on, given to, or delivered to either party to this Agreement shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

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

To the Company: PointeWest, Inc.
_____, South Carolina _____
Attn: _____

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

3.15 Third Party Beneficiaries. Nothing in this MOU, express or implied, is intended to or shall confer upon any person, other than the parties hereto, any rights, benefits or remedies of any nature whatsoever under or by reason of this MOU.

3.16 Governing Law. This MOU shall be governed by the laws of the State of South Carolina.

3.17 Successors and Assigns. All rights and privileges, obligations and liabilities created by this MOU shall inure to the benefit of, and be binding upon the heirs, designees, administrators, executors, successors and assigns of the parties hereto; provided, however, the rights and privileges, obligations and liabilities of the Company under this MOU may not be sold, assigned, transferred, or inure to any assignee of or successor to the Company without the prior written consent of the County, which shall not be unreasonably withheld.

[execution pages follows]

Exhibit B

Public Improvements

	<u>Estimated Cost</u>
<u>Land acquisition</u>	\$400,000
<u>Construction - Site Preparation</u>	
Environmental Engineering/VCC Remaining	\$180,000
Environmental Remediation	\$490,000
Strip and Spread Topsoil	\$ 50,000
Excavate, Place and Compact Material	\$205,942
Fine Grade Mass Graded Area	\$ 76,000
Grassing Mass Graded Area	\$104,000
<u>Infrastructure</u>	
Remaining Demolition	\$200,000
Staking for Grading and Storm Drainage	\$ 24,000
Clearing and Grubbing	\$ 25,000
Rough Grading	\$ 46,000
Fine Grading for Roads and Curbs	\$ 93,000
Temporary Sediment Traps	\$ 49,000
Storm Drainage Design and Construction	\$415,000
Sediment Ponds	\$ 20,000
Erosion Control Allowance	\$145,000
Paving Design and Construction	\$515,000
Roll Curbs Including Staking	\$248,400
4' Sidewalks (one side)	\$168,000
<u>Professional Services</u>	
Architects/Design Consultants	\$ 60,000
TOTAL	\$3,514,342

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2010-19**

AN ORDINANCE AUTHORIZING THE TRANSFER AND CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED IN AND OWNED BY OCONEE COUNTY, SOUTH CAROLINA TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LIMITED WARRANTY DEED EFFECTING SUCH TRANSFER AND CONVEYANCE, AND RATIFYING AN ACCESS AGREEMENT FOR SUCH REAL PROPERTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of that certain piece, parcel or tract of land lying and situate in the County along Sheep Farm Road and being more fully shown and designated on a deed of Oconee Memorial Hospital, Inc. dated July 11, 1959 and recorded in the office of the Register of Deeds for Oconee County, South Carolina on July 11, 1959 in Deed Book 7-W, Page 145, and having Oconee County TMS# 223-00-01-023; ("County Property"); and,

WHEREAS, the South Carolina Department of Transportation ("DOT") wishes to acquire, by purchase from the County, fee simple title to that certain piece, parcel or tract of land located along Sheep Farm Road and being a part or portion of the County Property ("DOT Property"), such DOT Property comprising approximately 0.453 acres, more or less, of such County Property, and being more fully described in the limited warranty deed of the County attached hereto as Exhibit A ("Deed"), all for the purpose of making substantial improvements to Sheep Farm Road; and,

WHEREAS, in consideration of the payment and other good and valuable consideration as stated in the Deed, the County desires to transfer and convey fee simple title in and to the DOT Property; and,

WHEREAS, the DOT needs access to such DOT Property prior to third and final reading of this ordinance, and the County is willing to allow such access for the improvement of Sheep Farm Road, and has heretofore agreed to execute an access agreement, in favor of DOT, for such access for the benefit of the County and its citizens, and now desires to ratify such approval; and,

WHEREAS, Section 4-9-30(2) of the Code of Laws of South Carolina, 1976, as amended, (the "Code") authorizes the County to transfer or otherwise dispose of interests in real property,

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

1. Oconee County Council authorizes the conveyance to DOT of the DOT Property by execution and delivery of the Deed, and hereby ratifies and affirms the granting of prior access, by DOT, to such DOT Property.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2010-20

AN ORDINANCE AUTHORIZING AND APPROVING THE PROCEDURE FOR THE TRANSFER OF OCONEE COUNTY'S INTEREST IN CERTAIN REAL PROPERTY KNOWN AS THE TRI-COUNTY LANDFILL PROPERTY; AUTHORIZING THE TRANSFER OF OCONEE COUNTY'S INTEREST IN THE TRI-COUNTY LANDFILL PROPERTY IN THE EVENT OF AN ACCEPTABLE BID TO PURCHASE THE TRI-COUNTY LANDFILL PROPERTY; AND, FURTHER, APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SALES AGREEMENT AND DEED TO REAL PROPERTY IN THE EVENT OF AN ACCEPTABLE BID TO PURCHASE THE TRI-COUNTY LANDFILL PROPERTY; AND MATTERS RELATED THERETO.

WHEREAS, Oconee County is a body politic and political subdivision of the State of South Carolina; and

WHEREAS, under the Home Rule Act, Oconee County is authorized to sell real property and to make and execute contracts. S.C. Code Ann. §4-9-30(2) and (3) (1976, as amended); and

WHEREAS, Anderson County, Oconee County and Pickens County (hereinafter collectively the "Counties") currently own a certain tract of land located in Pickens County containing approximately 521.03 acres, more or less ("Tri-County Landfill Property") as more fully described as follows: (1) a portion of Tract A on a survey for the Appalachian Council of Governments as prepared by John R. Long, SC PLS#6270 dated May 7, 1995 and recorded in the Pickens County Register of Deeds in Plat Book 71, Page 117; (b) a parcel of land purchased from Sandra Kay McDaniel on June 24, 1996 which deed is recorded in the Pickens County Register of Deeds in Deed Book 329, Page 181; and (c) a parcel of land purchased from Geneva Martin on June 25, 1996 which deed is recorded in the Pickens County register of Deeds in Deed Book 329, Page 184; and

WHEREAS, Oconee County Council recognizes that the Counties are now in agreement that the Tri-County Landfill Property should be sold in an expeditious manner, and Oconee County Council desires to sell Oconee County's interest in the Tri-County Landfill Property through a sealed bid process administered by the Appalachian Council of Governments ("ACOG") according to the procedure outlined below and in lieu of any previous agreements or understandings by and between the Counties regarding the Tri-County Landfill Property; and

WHEREAS, Oconee County Council desires to approve the sealed bid procedure conducted by ACOG (the "Bid Procedure"), which is as follows:

1. ACOG shall prepare a bid package to include a Purchase and Sale Agreement ("Agreement") in the same or substantially similar form as the document attached hereto and made a part hereof as **Exhibit A**;
2. ACOG will advertise the Tri-County Landfill Property for sale in such a form and fashion as ACOG deems necessary and prudent for the proper sale of the Tri-County Landfill Property. In addition, Anderson County shall advertise the sale

3. In the event of an Acceptable Bid by a responsible and responsive bidder, Oconee County hereby authorizes the County Administrator to enter into the Agreement with the Successful Bidder in the same or substantially similar form as **Exhibit A**.
4. The Oconee County Administrator, or his or her designee, is hereby authorized to negotiate and accept minor changes to the terms and conditions of the Agreement, so long as the final terms and conditions are not materially adverse to Oconee County and are substantially similar to the terms and conditions set forth in the Agreement.
5. In the event of an Acceptable Bid by a responsible and responsive bidder, Oconee County authorizes and directs the Oconee County Administrator to deliver a deed transferring Oconee County's interest in the Tri-County Landfill Property at closing to the Successful Bidder and to take all other steps and actions as are necessary or appropriate to transfer Oconee County's interest in the Tri-County Landfill Property to the Successful Bidder.
6. In the event of an Acceptable Bid by a responsible and responsive bidder, Oconee County agrees to pay its share of all legal fees and closing-related costs which shall be borne equally between the Counties and paid out of funds currently held by ACOG for the sale of the Tri-County Landfill Property, and should the remaining balance of funds currently held by ACOG not suffice to pay for legal fees and closing-related costs, Oconee County authorizes and directs the Oconee County Administrator to pay Oconee County's one third (1/3) share of the remaining legal fees and closing-related costs.
7. All proceeds from the sale of the Tri-County Landfill Property shall be divided equally between the Counties, and Oconee County authorizes and directs the Oconee County Administrator to ensure that the proceeds are divided as such.
8. Should any part of provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
9. All Ordinances, Orders, Resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
10. This Ordinance shall take effect and be in full force upon the Third Reading and Enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2010.

OCONEE COUNTY, SOUTH CAROLINA

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

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

First Reading: May 18, 2010
 Second Reading: June 1, 2010
 Public Hearing:
 Third Reading:

CONTRACT FOR THE PURCHASE AND SALE OF REAL ESTATE

THIS CONTRACT (the "Contract") is made and entered into as of the ____ day of _____, 2010 by and among Anderson County, South Carolina a governmental entity, Pickens County, South Carolina, a governmental entity and Oconee County, South Carolina, a governmental entity (collectively, the "Seller"), and _____ ("Purchaser").

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, the Premises (hereafter defined), and enter into this Contract for the purpose of setting forth the terms and conditions upon which the purchase and sale shall be accomplished.

WHEREAS, each of the Seller has authorized the sale of the Property as follows:

- A. Anderson County via Anderson County Ordinance _____;
- B. Pickens County via Pickens County Ordinance _____;
- C. Oconee County via Oconee County Ordinance 2010-020;

NOW, THEREFORE, the parties hereto agree as follows:

1. Agreement to Purchase and Sell. Seller hereby agrees to sell and convey, pursuant to the respective Ordinances to Purchaser, and Purchaser hereby agrees to purchase and take from Seller, upon the terms and conditions set forth in this Contract, one (1) parcel of real property with all buildings and improvements thereon, located in Pickens County, South Carolina, as described in Exhibit A attached hereto (the "Premises").

2. Purchase Price and Payment. The purchase price for the Premises shall be _____ (\$ _____) Dollars (the "Purchase Price"). The Purchase Price shall be paid by Purchaser at Closing, by cash, check or other certified funds or by wire transfer pursuant to wire transfer instructions provided by Seller. The Purchase Price shall be adjusted for any prorations and adjustments described in this Contract.

3. Other Costs, Fees and Expenses; Taxes; Prorations.

(a) To be Paid by Seller.

Seller shall pay all deed transfer taxes, deed preparation or other fees payable in connection with the conveyance of the Premises, including all costs and expenses of conveying title to the Premises free and clear of the encumbrance of any mortgage or lien; and

(b) To be Paid by Purchaser.

- (i) Purchaser shall pay for any inspections and a survey of the Premises as may apply;
- (ii) Purchaser shall pay any and all other costs and expenses associated with the transfer of the Premises;
- (iii) Purchaser shall pay fees for the recording of the deed; and
- (iv) Purchaser shall pay any roll-back taxes or other assessments or fees that arise from the current or any anticipated use of the Premises.

(c) Each party shall pay its respective closing costs, attorneys fees, costs and expenses.

(d) Ad valorem real property taxes shall be prorated between Seller and Purchaser as of midnight immediately preceding the Closing Date based on the taxes that are currently due and payable and taxes which have accrued but are not payable prior to the Closing. All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated at Closing.

4. Closing

(a) Date and Place. Closing shall take place on or before July 30, 2010 at the offices of Nexsen Pruet, LLC.

(b) Closing Documents. At the Closing each party hereto shall execute and/or deliver all documents necessary or appropriate to effect and complete the Closing, including, but not limited to, the following documents which must be executed and delivered by Seller to Purchaser:

- (i) A Special Warranty Deed from Seller conveying good and marketable fee simple title to the Premises, free and clear of all liens, encumbrances and other exceptions, other than easements and restrictions of record, ad valorem taxes not yet due and payable, and such other matters as may be revealed to Purchaser upon receipt of a comprehensive ALTA Survey of the Premises, in addition to taxes, and such other matters identified in this Contract as a Purchaser Obligation;
- (ii) Seller's affidavit.

5. Condition to Closing. (a) Purchaser shall be required, upon the execution of this Contract to provide to Seller a single, non-refundable, deposit of \$ _____ which deposit will be applied to the Purchase Price at Closing. In the event of a default by Purchaser, Seller shall retain the deposit;

(b) Purchaser is purchasing based upon winning a bid as outlined in the Ordinances and must, upon being notified by Seller's Agent of winning such bid i) deposit with Seller's agent the non-refundable deposit identified in 5 (a); ii) deposit ten (10%) percent of the Purchase Price in good funds with Seller's Agent within twenty-four (24) hours of winning said bid.

(c) As used herein, Seller's Agent is Nexsen Pruet, LLC and Paltar Title Agency as Escrow Agent.

6. Warranties and Representations. Seller does hereby warrant and represent to and covenant and agree with Purchaser as follows:

(a) Title. Seller is, collectively, the owner of the Premises and owns good and marketable fee simple title to the Premises, free and clear of all liens and encumbrances, recorded or unrecorded, except for those liens or encumbrances to be satisfied at Closing.

(b) Brokerage Agreements. Seller has engaged no broker or agent with respect to this Contract and the transactions contemplated herein.

(c) Absence of Proceedings. To the best of Seller's knowledge, there are not: (i) any condemnation proceedings or proposed proceedings against the whole or any part of the Premises; (ii) zoning proceedings or proposed zoning proceedings against the Premises; or (iii) any litigation or claim against the Premises or the Seller which would, if adversely decreed, have an adverse effect on the Premises.

(d) No Special Taxes or Assessments. The Premises are free from any special taxes or assessments, except those generally applicable to real property in the tax district in which the Premises are located.

(e) Except as specifically identified in this Section 6, the Premises are being sold and transferred "As-Is, Where-Is" and Seller specifically disclaims any and all warranties.

7. Remedies. "Reserved"

8. Binding on Heirs and Assigns. This Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, successors-in-title, legal representatives, heirs and assigns.

9. Assignment. Purchaser may not assign its rights hereunder without the prior written consent of Seller, withheld.

10. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of South Carolina.

Exhibit A - Ordinance 2010-020

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed under seal by its duly authorized representatives and delivered to be effective as of the Effective Date.

WITNESSES:

PURCHASER:

SELLER:

Exhibit A

TRACT ONE

ALL that certain piece, parcel or tract of land lying, situate and being in the State of South Carolina, County of Pickens, and being shown as Tract "A", containing 534.77 acres, more or less, on a survey for Appalachian Council of Governments as prepared by John R. Long, SC PLS #6270 dated May 7, 1995, and having such courses, distances, metes and bounds as will be shown by reference to said plat recorded in the office of the R.M.C. Office for Pickens County in Plat Book 71 at Page 117, less 18.44 acres conveyed by Oconee County and Anderson County by way of deeds filed July 22, 1998 and recorded in the Pickens County Register of Deeds Office in Deed Book 437, Page 156 and Deed Book 437, Page 159, respectively.

This being a portion of the property conveyed unto Isaqueena Corp. by deed of Champion International Corporation dated March 11, 1994 and recorded July 1, 1994, in Deed Book 246 at Page 29.

Portion of TMS #4074-00-05-6772

TRACT TWO

ALL that certain piece, parcel or tract of land lying, situate and being in the State of South Carolina, County of Pickens containing 2.0 acres, more or less, as more fully described in that certain deed dated June 24, 1996 and recorded in the Pickens County Register of Deeds in Deed Book 329, Page 181.

TMS #4074-00-35-5643

TRACT THREE

ALL that certain piece, parcel or tract of land lying, situate and being in the State of South Carolina, County of Pickens containing 2.7 acres, more or less, as more fully described in that certain deed dated June 26, 1996 and recorded in the Pickens County Register of Deeds in Deed Book 329, Page 184.

TMS#4074-00-35-9603

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 15, 2010
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Second Reading of Ordinance No. 2010-23 authorizing the execution and delivery of a Fee-In-Lieu-Of-Tax (FILOT) Agreement for Project Gold Dust and placing the project in a Multi-County Industrial Park.

BACKGROUND OR HISTORY:

The Industrial Agreement and Resolution 2010-06 requesting a FILOT agreement for Project Gold Dust was approved on May 18, 2010. First Reading of Ordinance 2010-24 received approval on June 1, 2010.

SPECIAL CONSIDERATIONS OR CONCERNS:

The approval of this FILOT agreement encourages the Company to invest an additional \$5,000,000 and create an additional 20 jobs during this same time frame.

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:

Recommend approval of the Second Reading of the FILOT agreement for Project Gold Dust.

FINANCIAL IMPACT:

This FILOT agreement encourages Project Gold Dust to invest at least \$18,000,000 over the next 5-years. Although not required by a FILOT agreement the Company plans to create at least 10 jobs over the next 5-years. These jobs will pay more than the County average. It is currently estimated that the agreement will generate approximately \$1,360,000 in fees over the next 21 years.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

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

ATTACHMENTS

A Cost Benefit Analysis will be provided before the Third Reading and Public Hearing.

Reviewed By Prior to Submission to Administrator / Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

James W. Alexander
Department Head/Elected Official


Scott Moulder, County Administrator

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

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

MEMORANDUM OF UNDERSTANDING

RELATING TO CERTAIN COUNTY-OWNED INFRASTRUCTURE IN OCONEE COUNTY, SOUTH CAROLINA

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into as of _____, 2010, by and between Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and PointeWest, Inc., a South Carolina corporation (the "Company").

WITNESSETH:

WHEREAS, the Company has made presentations to the County regarding plans to develop a mixed use development located on the parcels of property in the County currently identified as Oconee County tax map numbers 271-00-01-002 and 271-00-01-003, which is anticipated to involve a total investment in excess of \$180,000,000, and include, but not be limited to (a) single-family, owner-occupied residential housing; (b) commercial residential housing; (c) assisted living facilities; and (d) recreational facilities which are available for public use (collectively, the "PointeWest Project"). A description of the PointeWest Project property is attached hereto as Exhibit A; and

WHEREAS, it is anticipated that the PointeWest Project will benefit the County through, among other things, significantly increasing the tax base of the County, positively influencing the values of property located in the PointeWest Project and surrounding areas, increasing tax or fee revenues attributable to the PointeWest Project, encouraging development in surrounding areas, the creation of jobs, the redevelopment of an otherwise blighted area, the utilization and promotion of Hartwell Lake, and the attraction of further capital investment; and

WHEREAS, there is a need for certain County-owned (or, to-be-County-owned) improvements and infrastructure (the "Public Improvements") to be partially financed and acquired or constructed in order to facilitate the development of the PointeWest Project; and

WHEREAS, in connection with the undertaking of the PointeWest Project, the Company has requested that the County issue a special source revenue bond (the "SSRB") to provide funds for a portion of the cost of the design, acquisition and construction of the Public Improvements; and

NOW, THEREFORE, in consideration of the mutual agreements between the parties as set forth herein and other good and valuable consideration, the parties hereto do hereby agree as follows:

ARTICLE 1

FUNDING FOR PUBLIC IMPROVEMENTS

1.01 Public Improvement Costs. The total costs of the Public Improvements shall not be less than \$3,500,000. A listing of the Public Improvements and their anticipated costs (including the costs associated with the designing, acquiring, constructing or improving such Public Improvements) is attached hereto as Exhibit B. The costs of each item listed on Exhibit B are anticipated costs. Such costs are subject to construction and design specifications; provided, however, the aggregate costs of the Public Improvements shall not be less than \$3,500,000.

1.02 Special Source Revenue Bond. The Special Source Revenue Bond shall be in the maximum principal amount of \$3,500,000. After payment of any costs of issuance of the SSRB the remaining proceeds of the SSRB (the "Construction Proceeds") shall be used, under the terms set forth herein, to defray the costs of the Public Improvements.

1.03 Project Funding. Construction of the Public Improvements will be funded from the Construction Proceeds and, to the extent Construction Proceeds are insufficient, from other moneys provided by the Company. Construction Proceeds will be available for disbursement subject to the conditions precedent as set forth in sections 1.04 through 1.09 hereof.

1.04 Conditions Precedent to Disbursement. The County shall not be obligated to make any disbursement of Construction Proceeds until all of the following conditions have been satisfied by proper evidence, execution, and/or delivery to the County by the Company of the following items, all in form and substance satisfactory to the County, in the County's sole discretion:

(a) A survey and a site plan of the PointeWest Project, in each case prepared by a registered land surveyor and/or a civil engineer, as applicable, which shall show the location of all proposed Public Improvements and all physical conditions affecting the title and use of the land including, without limitation, location of roads and rights-of-way, boundary lines between tracts and parcels, and set-back lines. Any revision made in the site plan shall require the County's written approval and at the County's option, a supplemental appraisal to the one mentioned herein in form and content satisfactory to the County.

(b) Evidence satisfactory to the County that the County shall not be liable, or otherwise responsible, for environmental liability arising out of ownership or operation of the Public Improvements. Such evidence shall include (i) a certificate of insurance evidencing environmental liability and damage coverage in the amount of \$10 million and naming the county as an additional insured; and (ii) an assignment of the benefits of Voluntary Cleanup Contract No. 07-4895-NRP covering the Public Improvements to the County in the same manner as would inure to a new purchaser.

(c) A current appraisal of the land comprising the PointeWest Project.

(d) One set of the construction plans (the "Construction Plans") for the Public Improvements with sufficient detail, including, where applicable and without limitation, a cross section of any proposed roads and notification of the commencement and ending of construction intervals or phases, to the County so the County, through its designated agent, can review and approve the Construction Plans as complying with all County requirements, including, without limitation, all County policies and procedures, prior to commencement of construction.

(e) One copy of any construction contracts and architects contracts executed by the Company and any contractor or architect, and copies of all other executed contracts as may be reasonably required by the County (the "Construction Documents").

(f) A detailed breakdown of the cost of constructing the Public Improvements (the "Construction Budget") and a funding schedule for all items.

(g) A detailed schedule of the dates by which construction of portions of the Public Improvements are anticipated to be completed (the "Construction Schedule").

(h) Where applicable, dual obligee payment and/or performance bonds from an insurance company acceptable to the County, provided by the Company and/or any contractor(s) showing the County as one of the obligees.

(i) Completion of a satisfactory site inspection by the County.

(j) A fully executed assignment by the Company (and acknowledged by the Company, and any architects or contractors) of its (i) rights in the Construction Documents and all licenses and permits issued in connection with the Public Improvements and (ii) use of the final, approved Construction Documents and all licenses and permits issued in connection with the Public Improvements for the completion of the Public Improvements by the County in the event of Default (as defined in Section 3.01) hereunder at no cost to the County.

(k) Satisfactory evidence of the Company's financial capacity and legal authority to develop the PointeWest Project.

(l) Satisfactory evidence that the contemplated construction is or will be in compliance with all applicable building codes, zoning ordinances and other rules and regulations promulgated by the applicable regulatory or governmental authority, including, without limitation, those applicable to the County's acceptance of public infrastructure.

(m) No Default (as defined in Section 3.01) shall have occurred and be continuing.

(n) Receipt by the County of other approvals, opinions, or documents as the County may reasonably request.

1.05 Conditions Precedent to Disbursements After Initial Disbursement. The County shall not be obligated to make any disbursements from Construction Proceeds after the initial

disbursement until all of the following conditions have been satisfied, all in form and substance satisfactory to the County in its sole discretion:

(a) Each and every one of the conditions stated in Section 1.04.

(b) No lien, security interest, or other encumbrance shall have been permitted to attach to the Public Improvements except taxes for the current year and others specifically approved by the County, and the County shall have received all releases and waivers of liens from the general contractor or subcontractors as may be required by the County.

(c) Construction of the Public Improvements shall have been in accordance with the Construction Plans in a good and workmanlike manner and in accordance with all policies and requirements applicable to infrastructure to be deeded over to the County, and the Public Improvements shall not have been materially damaged, in the County's opinion, by fire, storm or otherwise.

(d) All change orders or other material changes in the construction of the Public Improvements which differ from the Construction Plans have been approved by the County, such approval not to be unreasonably withheld.

(e) The County is satisfied, such satisfaction not to be unreasonably withheld, with the progress of construction, and in the opinion of the County, the estimated remaining cost of the construction of the Public Improvements does not exceed the sum of: (1) the remaining unadvanced principal balance of the Construction Proceeds, and (2) other financial resources of the Company.

1.06 Conditions Precedent to Final Disbursement. The County shall not be obligated to make the final disbursement from the Construction Proceeds until all of the following conditions have been satisfied, all in form and substance satisfactory to the County in its sole discretion:

(a) Each and every one of the conditions stated in Sections 1.04 and 1.05.

(b) The Public Improvements have been fully completed in a good and workmanlike manner and in accordance with the Construction Plans and County policies and requirements related to County acceptance of public infrastructure, and the Public Improvements have passed inspection by the County, including through its agents, with such inspection to occur in a timely manner and not be unreasonably delayed or withheld.

(c) If required by the County, an "as built" survey showing the Public Improvements.

1.07 Conditions to Dedication. The County shall not be obligated to take ownership of a Public Improvement through dedication until the Company has provided to the County a Certificate of Completion or a partial or provisional Certificate of Completion covering the portion of the Public Improvements that the Company desires to dedicate to the County.

1.08 Company to Account. The Company shall provide an itemized and detailed accounting of the financial activities relating to the PointeWest Project, and to the Public

Improvements constructed in connection therewith, to the County on a monthly basis (including year to date) and on an annual basis. In connection therewith, the Company shall establish and maintain a comprehensive system for records, books, and accounts including, but not limited to, records of all property sale contracts, arrangements, leases and agreements, record tracking all revenues and accounts generated for the PointeWest Project, records detailing and evidencing all expenses allocated to the PointeWest Project, and records of all maintenance and repairs performed on the PointeWest Project. All records, books and accounts shall be subject to examination at reasonable hours by any authorized representative of the County. The County shall have the right to perform an audit of the Company's books and records relating to the PointeWest Project on an annual basis.

1.09 Further Requirements and Provisions. Disbursement of Construction Proceeds shall be further subject to the following conditions:

(a) If the costs of the Public Improvements (the "Improvement Costs") which are eligible for payment or reimbursement hereunder are less than the Construction Proceeds, then the County shall only be required to pay to third parties or reimburse the Company for such lesser amount of eligible Improvement Costs. Excess proceeds of the Bond shall be used to pay debt service on the SSRB to the extent permitted by law and to the extent permitted by the documents and agreements related to the issuance of the SSRB.

(b) If the Improvement Costs of Public Improvements exceed the Construction Proceeds, the Company shall complete the construction of the Public Improvements utilizing its own funds. The Company shall be obligated to complete the Public Improvements identified in Exhibit B attached hereto regardless of whether the Construction Proceeds are sufficient therefor.

(c) The Company may make periodic Construction Proceeds disbursement requests to the County or its designee for payment of Improvement Costs directly to third parties, or as reimbursement to the Company for such Improvement Costs.

(d) As part of any disbursement request to the County, the Company or third parties shall deliver to the County or its designee: (1) a description of those specific Public Improvements for which the Company is seeking disbursement (either directly to a third party, or as reimbursement to the Company); (2) evidence that the Company has paid the costs for which reimbursement is being sought, or that third parties are due the amounts requested (e.g., invoices); (3) if applicable, certificates showing the absence of material, mechanics' and other liens with respect to such costs; and (4) if applicable, certificates from the architect or engineer for the Public Improvements that the work included in the disbursement request is consistent with the plans and specifications and governmental permits and approvals for the work.

(e) Each Public Improvement shall be built to the standard of the County's engineering design specifications or to such other construction practices which the County has for the type of Public Improvements which are to be owned by the County. Upon request from the Company, the County shall communicate such specifications and practices to the Company with respect to the specific Public Improvements identified by the Company in such request.

(f) All Public Improvements shall be County-owned. To the extent any Public Improvements are not initially acquired or constructed directly by the County, such Public Improvements shall be dedicated to the County by the Company. Within 30 days of the date on which a Public Improvement is completed and payment or reimbursement of all Improvement Costs applicable thereto has been paid (the "Notice Period"), the Company shall provide written notice to the County or other appropriate governmental entity of its intention to dedicate or convey such Public Improvement to the County or other appropriate governmental entity by deed, lease, easement or bill of sale. In the event the Company fails or refuses to provide such notice during the Notice Period and for a period of 90 days following the end of the Notice Period, the County shall have the option, but not the obligation, to purchase such Public Improvements for \$1.00. The Company shall convey to the County clear title (in fee simple, by general warranty deed, if applicable) to the Public Improvements, free and clear of all liens, encumbrances, mortgages, or other claims or interests, and shall warrant and defend such clear title to the County. In furtherance of the foregoing, the Company shall provide satisfactory evidence to the County that the Company's lenders have agreed to release all liens, claims, mortgages or other interests, if any, to any and all Public Improvements upon conveyance of such Public Improvements to the County.

(g) Prior to acceptance by the County of the Public Improvements constituting public rights-of-way for maintenance and incorporation within the County road system, such Public Improvements shall meet all road construction standards set forth in Section 26-6 of the Oconee County Code of Ordinances, as amended. Before acceptance of the public rights-of-way by the County for maintenance and incorporation within the County road system, the County shall inspect any rights-of-way that are a part of the Construction Plan, and if, in the County's discretion, the rights-of-way meet standards set forth by the County, the County Engineer will certify in writing to the Oconee County Council that the right-of-way has been constructed in accordance with the regulations set forth in Section 26-6 of the Oconee County Code of Ordinances, as amended. The Company shall tender a deed granting fee simple title to the right-of-way. The County may, in the County's discretion, accept or deny the proffered deed.

(h) Within 30 days after receipt of notice from the Company of its intention to convey or dedicate a Public Improvement, the County shall give written notice to the Company if the County determines that the Company has failed to construct a Public Improvement in accordance with applicable plans and specifications, the governmental permits and approvals or County standards. Such notice shall provide specific, itemized descriptions of how the Public Improvement does not comply with the aforementioned standards. If, within such 30 day period, the County does not give written notice to the Company of such non-compliance, the County shall be deemed to have approved the conveyance or dedication of such Public Improvement. The Company shall have a period of 90 days to pursue and complete the cure of such defects; provided, however, if such cure requires a longer period, the County and the Company may agree on such longer period.

(i) If the Company starts but fails to complete a Public Improvement within a reasonable time period after commencement of construction (except delays due to Force Majeure (as defined below)), the County shall have, in addition to any other rights and remedies which may be available at law, the right to draw on the Construction Proceeds to complete the Public Improvement and reduce the amount of Construction Proceeds to which the Company would

otherwise be entitled in the amount necessary to complete the applicable Public Improvement. If the County exercises its rights to remedy or complete a Public Improvement, the Company agrees that it shall make any further assignments to the County of any construction contracts, professional services contracts (e.g., architectural, engineer or prime contractors), any rights to use plans, drawings and specifications, any governmental permits or approvals for such Public Improvement as may be necessary for the County to complete such Public Improvement, and shall transfer any right or interest the Company has in the Public Improvement to the County, including, without limitation, delivery of a deed granting fee simple title to the right-of-way; provided, however, the Company will have first been compensated for the reasonable value of the work performed by the Company on such Public Improvement, up to the remaining amount of the Construction Proceeds, as a maximum payment due under this provision. The term "Force Majeure", as used herein, shall mean: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies or terrorism; orders or restraints of any kind of the government of the United States of America or of the State of South Carolina or any of their departments, agencies or officials of any civil or military authority; insurrection; riots; landslides; earthquakes; flood; fire; storms; droughts; explosion; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not within the control of the party seeking the benefit of force majeure and not due to its own negligence.

(j) The Company shall promptly commence construction of the Public Improvements to be constructed with Construction Proceeds and diligently pursue completion thereof provided: (a) the Company has received all necessary governmental permits and approvals for the applicable portion of the Public Improvements; and (b) the Company has procured all necessary easements or property rights for the applicable Public Improvements.

(k) To the extent any of the Public Improvements are to be operated and maintained by the Company after dedication or conveyance of such Public Improvements to the County, including, without limitation, any lakes, parking areas, sidewalks and other walkways, and all related services and utilities, the County and the Company shall negotiate one or more subsequent agreements relating to such operation and maintenance. Any such agreements relating to operation and maintenance must be structured to satisfy the safe harbors for management and service contracts contained in the Internal Revenue Service Revenue Procedure 97-13, as amended, and any other successor administrative pronouncements; must indemnify and hold the County harmless against all costs, liability or loss associated with such operation and maintenance; and, must provide adequate safeguards and assurances to the County that the County will be protected against future costs and liabilities associated with such operation and maintenance by the Company.

(l) To the extent that any of the Public Improvements are designed and constructed by the Company, reimbursement to the Company shall be subject to verification by the County or its designee, with such verification to not be unreasonably withheld, that the costs of self-performance by the Company reflect fair market values for the services provided. Further, any payments to be made to the Company for the acquisition of land in connection with the Public Improvements shall be subject to verification by the County or its designee, with such verification to not be unreasonably withheld, that the price for such land reflects its fair market value, as indicated by the appraisal required pursuant to Section 1.04(c) herein.

(m) All contracts and agreements to be funded from Construction Proceeds shall be subject to review, audit and approval by the County. Such contracts and agreements shall provide a definite scope and fees for all work to be performed.

ARTICLE II

UNDERTAKINGS BY THE COMPANY

2.01 Design and Construction of Public Improvements. The Company will be responsible for and arrange for the design and construction of the Public Improvements, all in a manner in keeping with good real estate development and operating practices.

2.02 Development Obligations. The Company shall cause the Public Improvements to be developed substantially as described in this MOU, with construction on the Public Improvements to commence on or before August 1, 2010. The Company shall cause the construction and development of the Public Improvements to be completed on or before the date which is three (3) years after the issuance of the SSRB.

2.03 Approvals. In addition to the approval and consent rights of the County contained elsewhere in this MOU, the following items shall be subject to the approval of the County:

- (a) The Construction Plans,
- (b) The Constructions Documents,
- (c) The Construction Budget;
- (d) The Construction Schedule; and
- (e) Any modifications to the foregoing after initial approval thereof by the County.

2.05 Construction Matters. The Public Improvements shall be constructed in accordance with the Construction Documents, and the Construction Documents shall contain guaranteed maximum prices for the Public Improvements that are consistent with the Construction Budget. The Public Improvements shall be constructed to the standards as set forth for public infrastructure as set forth in the Oconee County Code of Ordinances, as amended, including, without limitation, the treatment of road surfaces and the use of materials as approved and designated by the County, through its designated agent. The County shall furnish specification requirements for the Public Improvements upon the written request of the Company. The Company shall notify the County prior to the commencement of any construction of the Public Improvements, and the Company shall give progress reports and inspection reports as specified by the County.

ARTICLE III

MISCELLANEOUS

3.01 Binding Nature of MOU; Default. This MOU shall inure to the benefit of and shall be binding in accordance with its terms upon the County, the Company, and their respective successors. Any failure by either party hereto on any obligation under this MOU shall constitute a "Default" under this MOU. Upon the occurrence of a Default, any aggrieved party shall notify

the defaulting party that it has thirty (30) days after receipt of notice of Default within which to cure the Default to the satisfaction of the aggrieved party providing such notice. Upon failure to remedy such Default, any aggrieved party shall have the right to any remedy provided in law, equity or provided elsewhere in this MOU. Failure to remedy a Default by the Company under this MOU shall cancel all rights and privileges granted to the Company under this MOU.

3.02 No Personal Liability. No obligation or agreement contained herein shall be deemed to be an obligation or agreement of any present or future member, elected official, officer, agent or employee of the County or the Company in any other than his or her official capacity, and neither the members of the County Council, nor any official executing this MOU shall be personally liable thereon or be subject to any personal liability or accountability by reason of the obligations or agreements of the County or the Company contained in this MOU.

3.03 Approvals, Consents, Notices and Other Actions. No approvals, consents, notices and other similar actions required by this MOU shall be deemed given unless and until reduced to writing. For purposes of providing any approvals, consents, notices and other similar actions required by this MOU, such actions may be taken on behalf of the County by the County Administrator, and may be taken on behalf of the Company by the president or other chief executive officer of the Company.

3.04 Indemnification. The Company agrees to indemnify, hold harmless and protect the County, the County's Council members, agents, representatives, attorneys, and employees from and against any and all damages, whether to property or persons, claims, losses, penalties, liabilities, costs and expenses, including reasonable attorney fees, consultant fees, laboratory fees, expert witness fees, and court costs, that (a) are caused in whole or in part as a result of or due to any negligent act, willful or intentional act, error or omission of the Company, its agents, consultants, employees or representatives, or (b) arise due to any environmental condition on or affecting the property on which the PointeWest Project is located or on or affecting any other property impacted by any environmental condition on or affecting the property on which the PointeWest Project is located. The Company shall not be held responsible or liable for damages which arise out of the sole negligence of the County. Notwithstanding any other provision of this MOU to the contrary, the provisions of this Section 3.04 shall survive the completion of the disbursement of the Construction Proceeds, the completion and conveyance of the Public Improvements, or the earlier termination of this MOU.

3.05 Applicable Laws and Regulations. The Company shall perform all work on the PointeWest Project, including the Public Improvements, in accordance with all applicable federal, state, and local laws and regulations.

3.06 Amendments: Complete Agreement. This MOU may not be amended, changed, modified, altered or terminated, except in accordance with the express provisions of this MOU or with the written consent of the parties hereto. Except as otherwise incorporated into this MOU, this MOU constitutes the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and no party hereto shall be bound by any oral or written agreements, statements, promises, or understandings not specifically set forth in this MOU.

3.07 Sections; Headings. The sections, headings and other titles to paragraphs of this MOU are inserted solely for the convenience of reference. None shall in any way define, limit, extend or aid in the construction of the scope, extent, meaning or intent of this MOU.

3.08 Counterparts. This MOU may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

3.09 No Construction Against Drafter. The parties hereby acknowledge that they have reviewed this MOU and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this MOU.

3.10 Inconsistent Terms. To the extent that any provisions of the County's code of ordinances are inconsistent with the terms of this MOU, the County will waive said code provisions and said provisions will not apply to the County for purposes of this MOU, its terms and provisions, application and implementation. This MOU shall be approved by resolution adopted by the County, in order to constitute binding legal authority of the County.

3.11 Time is of the Essence. The parties hereto specifically agree that time is of the essence to this MOU with respect to the performance of the obligation of the parties under this MOU.

3.12 Severability. If any provision of this MOU or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the fullest extent permitted by law.

3.13 Cooperation; No Joint Venture. The County and the Company shall act in a good faith, commercially reasonable manner to address all matters related to the development, financing, construction, ownership and operation of the PointeWest Project and the Public Improvements as contemplated by this MOU. The County shall not be obligated to provide any funds in excess of the amount set forth in this MOU, nor shall the County be obligated, in any regard, except as specifically agreed to herein, nor shall the County be deemed the owner, constructively or otherwise, of any part, portion, or interest of or in the PointeWest Project except as specifically agreed to herein. Specifically, but without limitation, the County shall never be construed to be in the chain of title for any part, portion, or interest of the PointeWest Project, except as specifically set forth and agreed to herein. The parties hereby agree that nothing in this MOU shall be deemed to place the County and the Company in the relationship of employer/employee, partners, or joint venturers. No party shall have the right to obligate or bind the other in any manner. Each party agrees and acknowledges that it will not hold itself out as an authorized agent with the power to bind the other party in any manner.

3.14 Notices. Unless otherwise specifically provided in this MOU or by law, any and all notices or other communications required or permitted by this MOU or by law to be served on, given to, or delivered to either party to this Agreement shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

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

To the Company: PointeWest, Inc.
 _____, South Carolina _____
 Attn: _____

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

3.15 Third Party Beneficiaries. Nothing in this MOU, express or implied, is intended to or shall confer upon any person, other than the parties hereto, any rights, benefits or remedies of any nature whatsoever under or by reason of this MOU.

3.16 Governing Law. This MOU shall be governed by the laws of the State of South Carolina.

3.17 Successors and Assigns. All rights and privileges, obligations and liabilities created by this MOU shall inure to the benefit of, and be binding upon the heirs, designees, administrators, executors, successors and assigns of the parties hereto; provided, however, the rights and privileges, obligations and liabilities of the Company under this MOU may not be sold, assigned, transferred, or inure to any assignee of or successor to the Company without the prior written consent of the County, which shall not be unreasonably withheld.

[execution pages follows]

Exhibit A

Property Description

Exhibit B

Public Improvements

	<u>Estimated Cost</u>
<u>Land acquisition</u>	\$400,000
<u>Construction - Site Preparation</u>	
Environmental Engineering/VCC Remaining	\$180,000
Environmental Remediation	\$490,000
Strip and Spread Topsoil	\$ 50,000
Excavate, Place and Compact Material	\$205,942
Fine Grade Mass Graded Area	\$ 76,000
Grassing Mass Graded Area	\$104,000
<u>Infrastructure</u>	
Remaining Demolition	\$200,000
Staking for Grading and Storm Drainage	\$ 24,000
Clearing and Grubbing	\$ 25,000
Rough Grading	\$ 46,000
Fine Grading for Roads and Curbs	\$ 93,000
Temporary Sediment Traps	\$ 49,000
Storm Drainage Design and Construction	\$415,000
Sediment Ponds	\$ 20,000
Erosion Control Allowance	\$145,000
Paving Design and Construction	\$515,000
Roll Curbs Including Staking	\$248,400
4' Sidewalks (one side)	\$168,000
<u>Professional Services</u>	
Architects/Design Consultants	\$ 60,000
TOTAL	\$3,514,342



STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2010-19

AN ORDINANCE AUTHORIZING THE TRANSFER AND CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED IN AND OWNED BY OCONEE COUNTY, SOUTH CAROLINA TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LIMITED WARRANTY DEED EFFECTING SUCH TRANSFER AND CONVEYANCE, AND RATIFYING AN ACCESS AGREEMENT FOR SUCH REAL PROPERTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of that certain piece, parcel or tract of land lying and situate in the County along Sheep Farm Road and being more fully shown and designated on a deed of Oconee Memorial Hospital, Inc. dated July 11, 1959 and recorded in the office of the Register of Deeds for Oconee County, South Carolina on July 11, 1959 in Deed Book 7-W, Page 145, and having Oconee County TMS# 223-00-01-023; ("County Property"); and,

WHEREAS, the South Carolina Department of Transportation ("DOT") wishes to acquire, by purchase from the County, fee simple title to that certain piece, parcel or tract of land located along Sheep Farm Road and being a part or portion of the County Property ("DOT Property"), such DOT Property comprising approximately 0.453 acres, more or less, of such County Property, and being more fully described in the limited warranty deed of the County attached hereto as Exhibit A ("Deed"), all for the purpose of making substantial improvements to Sheep Farm Road; and,

WHEREAS, in consideration of the payment and other good and valuable consideration as stated in the Deed, the County desires to transfer and convey fee simple title in and to the DOT Property; and,

WHEREAS, the DOT needs access to such DOT Property prior to third and final reading of this ordinance, and the County is willing to allow such access for the improvement of Sheep Farm Road, and has heretofore agreed to execute an access agreement, in favor of DOT, for such access for the benefit of the County and its citizens, and now desires to ratify such approval; and,

WHEREAS, Section 4-9-30(2) of the Code of Laws of South Carolina, 1976, as amended, (the "Code") authorizes the County to transfer or otherwise dispose of interests in real property.

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

1. Oconee County Council authorizes the conveyance to DOT of the DOT Property by execution and delivery of the Deed, and hereby ratifies and affirms the granting of prior access, by DOT, to such DOT Property.

2. The Chairman of Oconee County Council and the Oconee County Administrator are hereby authorized and directed to execute and deliver to DOT, on behalf of Oconee County, the Deed in substantially the form attached as Exhibit A or with such minor changes as are not adverse to the County and as they may deem appropriate, and to take all other steps and actions as are necessary or appropriate to accomplish the grant and conveyance of the DOT Property contemplated by this Ordinance.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2010.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading: May 18, 21010
Second Reading: June 1, 2010
Public Hearing:
Third Reading:

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2010-20

AN ORDINANCE AUTHORIZING AND APPROVING THE PROCEDURE FOR THE TRANSFER OF OCONEE COUNTY'S INTEREST IN CERTAIN REAL PROPERTY KNOWN AS THE TRI-COUNTY LANDFILL PROPERTY; AUTHORIZING THE TRANSFER OF OCONEE COUNTY'S INTEREST IN THE TRI-COUNTY LANDFILL PROPERTY IN THE EVENT OF AN ACCEPTABLE BID TO PURCHASE THE TRI-COUNTY LANDFILL PROPERTY; AND, FURTHER, APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SALES AGREEMENT AND DEED TO REAL PROPERTY IN THE EVENT OF AN ACCEPTABLE BID TO PURCHASE THE TRI-COUNTY LANDFILL PROPERTY; AND MATTERS RELATED THERETO.

WHEREAS, Oconee County is a body politic and political subdivision of the State of South Carolina; and

WHEREAS, under the Home Rule Act, Oconee County is authorized to sell real property and to make and execute contracts. S.C. Code Ann. §4-9-30(2) and (3) (1976, as amended); and

WHEREAS, Anderson County, Oconee County and Pickens County (hereinafter collectively the "Counties") currently own a certain tract of land located in Pickens County containing approximately 521.03 acres, more or less ("Tri-County Landfill Property") as more fully described as follows: (1) a portion of Tract A on a survey for the Appalachian Council of Governments as prepared by John R. Long, SC PLS#6270 dated May 7, 1995 and recorded in the Pickens County Register of Deeds in Plat Book 71, Page 117; (b) a parcel of land purchased from Sandra Kay McDaniel on June 24, 1996 which deed is recorded in the Pickens County Register of Deeds in Deed Book 329, Page 181; and (c) a parcel of land purchased from Geneva Martin on June 25, 1996 which deed is recorded in the Pickens County register of Deeds in Deed Book 329, Page 184; and

WHEREAS, Oconee County Council recognizes that the Counties are now in agreement that the Tri-County Landfill Property should be sold in an expeditious manner, and Oconee County Council desires to sell Oconee County's interest in the Tri-County Landfill Property through a sealed bid process administered by the Appalachian Council of Governments ("ACOG") according to the procedure outlined below and in lieu of any previous agreements or understandings by and between the Counties regarding the Tri-County Landfill Property; and

WHEREAS, Oconee County Council desires to approve the sealed bid procedure conducted by ACOG (the "Bid Procedure"), which is as follows:

1. ACOG shall prepare a bid package to include a Purchase and Sale Agreement ("Agreement") in the same or substantially similar form as the document attached hereto and made a part hereof as **Exhibit A**;
2. ACOG will advertise the Tri-County Landfill Property for sale in such a form and fashion as ACOG deems necessary and prudent for the proper sale of the Tri-County Landfill Property. In addition, Anderson County shall advertise the sale

for four (4) consecutive weeks in a newspaper of general circulation in Anderson County per Section 2-653 of the Anderson County Code of Ordinances;

3. Sealed bids shall be held by ACOG until they are publically opened on Wednesday, June 30, 2010 at 2:30 p.m. in the ACOG Greenville, South Carolina offices. No bids received after that date and time shall be accepted, regardless of the reason.

WHEREAS, specifically acknowledging any and all prior agreements and understandings between the Counties that may diverge in any way from the Bid Procedure, including, without limitation, any prior agreements or understandings that a real estate agent would be obtained for the sale of the Tri-County Landfill Property, Oconee County Council desires to approve the Bid Procedure and subsequent sale of the Tri-County Landfill Property; and

WHEREAS, Oconee County Council recognizes the sufficiency of, and desires to approve, the appraisal of the Tri-County Landfill Property, dated July 29, 2005, and performed by Willard, Inc., without the necessity of securing another appraisal; and

WHEREAS, Oconee County Council desires to authorize a reserve or minimum bid of \$2,840,000.00, and further desires to accept the highest bid of a responsible and responsive bidder received by ACOG under the Bid Procedure provided the bid is equal to or in excess of \$2,840,000.00 ("Acceptable Bid"); and

WHEREAS, in the event of an Acceptable Bid, Oconee County Council desires to authorize the Oconee County Administrator to enter into the Agreement with the successful responsible and responsive bidder (the "Successful Bidder") and to then deliver a deed transferring Oconee County's interest in the Tri-County Landfill Property to the Successful Bidder at closing; and

WHEREAS, Oconee County Council desires to agree to pay its share of all legal fees and closing-related costs which shall be borne equally between the Counties and paid out of funds currently held by ACOG for the sale of the Tri-County Landfill Property, and should the remaining balance of funds currently held by ACOG not suffice to pay for legal fees and closing-related costs, Oconee County Council desires to agree to pay its share of the remaining legal fees and closing-related costs which shall be distributed equally between the Counties; and

WHEREAS, Oconee County Council recognizes that the proceeds from the sale of the Tri-County Landfill Property shall be divided equally between the Counties.

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

1. Any and all prior agreements and understandings between the Counties with regard to the sale of the Tri-County Landfill Property, including, without limitation, any prior agreements or understandings that a real estate agent would be obtained for the sale of the Tri-County Landfill Property, are hereby repealed, revoked, rescinded, and superseded, and any deviation from any prior agreements and understandings between the Counties shall have no effect upon the sale of the Tri-County Landfill Property as set forth herein.
2. Oconee County authorizes and approves the Bid Procedure and Acceptable Bid outlined above.

3. In the event of an Acceptable Bid by a responsible and responsive bidder, Oconee County hereby authorizes the County Administrator to enter into the Agreement with the Successful Bidder in the same or substantially similar form as **Exhibit A**.
4. The Oconee County Administrator, or his or her designee, is hereby authorized to negotiate and accept minor changes to the terms and conditions of the Agreement, so long as the final terms and conditions are not materially adverse to Oconee County and are substantially similar to the terms and conditions set forth in the Agreement.
5. In the event of an Acceptable Bid by a responsible and responsive bidder, Oconee County authorizes and directs the Oconee County Administrator to deliver a deed transferring Oconee County's interest in the Tri-County Landfill Property at closing to the Successful Bidder and to take all other steps and actions as are necessary or appropriate to transfer Oconee County's interest in the Tri-County Landfill Property to the Successful Bidder.
6. In the event of an Acceptable Bid by a responsible and responsive bidder, Oconee County agrees to pay its share of all legal fees and closing-related costs which shall be borne equally between the Counties and paid out of funds currently held by ACOG for the sale of the Tri-County Landfill Property, and should the remaining balance of funds currently held by ACOG not suffice to pay for legal fees and closing-related costs, Oconee County authorizes and directs the Oconee County Administrator to pay Oconee County's one third (1/3) share of the remaining legal fees and closing-related costs.
7. All proceeds from the sale of the Tri-County Landfill Property shall be divided equally between the Counties, and Oconee County authorizes and directs the Oconee County Administrator to ensure that the proceeds are divided as such.
8. Should any part of provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
9. All Ordinances, Orders, Resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
10. This Ordinance shall take effect and be in full force upon the Third Reading and Enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2010.

OCONEE COUNTY, SOUTH CAROLINA

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

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

First Reading: May 18, 2010
Second Reading: June 1, 2010
Public Hearing:
Third Reading:



CONTRACT FOR THE PURCHASE AND SALE OF REAL ESTATE

THIS CONTRACT (the "Contract") is made and entered into as of the ____ day of _____, 2010 by and among Anderson County, South Carolina a governmental entity, Pickens County, South Carolina, a governmental entity and Oconee County, South Carolina, a governmental entity (collectively, the "Seller"), and _____ ("Purchaser").

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, the Premises (hereafter defined), and enter into this Contract for the purpose of setting forth the terms and conditions upon which the purchase and sale shall be accomplished.

WHEREAS, each of the Seller has authorized the sale of the Property as follows:

- A. Anderson County via Anderson County Ordinance _____ :
- B. Pickens County via Pickens County Ordinance _____ :
- C. Oconee County via Oconee County Ordinance 2010-020:

NOW, THEREFORE, the parties hereto agree as follows:

1. Agreement to Purchase and Sell. Seller hereby agrees to sell and convey, pursuant to the respective Ordinances to Purchaser, and Purchaser hereby agrees to purchase and take from Seller, upon the terms and conditions set forth in this Contract, one (1) parcel of real property with all buildings and improvements thereon, located in Pickens County, South Carolina, as described in Exhibit A attached hereto (the "Premises").

2. Purchase Price and Payment. The purchase price for the Premises shall be _____ (\$ _____) Dollars (the "Purchase Price"). The Purchase Price shall be paid by Purchaser at Closing, by cash, check or other certified funds or by wire transfer pursuant to wire transfer instructions provided by Seller. The Purchase Price shall be adjusted for any prorations and adjustments described in this Contract.

3. Other Costs, Fees and Expenses; Taxes; Prorations.

(a) To be Paid by Seller.

Seller shall pay all deed transfer taxes, deed preparation or other fees payable in connection with the conveyance of the Premises, including all costs and expenses of conveying title to the Premises free and clear of the encumbrance of any mortgage or lien; and



(b) To be Paid by Purchaser.

- (i) Purchaser shall pay for any inspections and a survey of the Premises as may apply;
- (ii) Purchaser shall pay any and all other costs and expenses associated with the transfer of the Premises;
- (iii) Purchaser shall pay fees for the recording of the deed; and
- (iv) Purchaser shall pay any roll-back taxes or other assessments or fees that arise from the current or any anticipated use of the Premises.

(c) Each party shall pay its respective closing costs, attorneys fees, costs and expenses.

(d) Ad valorem real property taxes shall be prorated between Seller and Purchaser as of midnight immediately preceding the Closing Date based on the taxes that are currently due and payable and taxes which have accrued but are not payable prior to the Closing. All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated at Closing.

4. Closing

(a) Date and Place. Closing shall take place on or before July 30, 2010 at the offices of Nexsen Pruet, LLC.

(b) Closing Documents. At the Closing each party hereto shall execute and/or deliver all documents necessary or appropriate to effect and complete the Closing, including, but not limited to, the following documents which must be executed and delivered by Seller to Purchaser:

- (i) A Special Warranty Deed from Seller conveying good and marketable fee simple title to the Premises, free and clear of all liens, encumbrances and other exceptions, other than easements and restrictions of record, ad valorem taxes not yet due and payable, and such other matters as may be revealed to Purchaser upon receipt of a comprehensive ALTA Survey of the Premises, in addition to taxes, and such other matters identified in this Contract as a Purchaser Obligation;
- (ii) Seller's affidavit.



5. Condition to Closing. (a) Purchaser shall be required, upon the execution of this Contract to provide to Seller a single, non-refundable, deposit of \$ _____ which deposit will be applied to the Purchase Price at Closing. In the event of a default by Purchaser, Seller shall retain the deposit;

(b) Purchaser is purchasing based upon winning a bid as outlined in the Ordinances and must, upon being notified by Seller's Agent of winning such bid i) deposit with Seller's agent the non-refundable deposit identified in 5 (a); ii) deposit ten (10%) percent of the Purchase Price in good funds with Seller's Agent within twenty-four (24) hours of winning said bid.

(c) As used herein, Seller's Agent is Nexsen Pruet, LLC and Paltar Title Agency as Escrow Agent.

6. Warranties and Representations. Seller does hereby warrant and represent to and covenant and agree with Purchaser as follows:

(a) Title. Seller is, collectively, the owner of the Premises and owns good and marketable fee simple title to the Premises, free and clear of all liens and encumbrances, recorded or unrecorded, except for those liens or encumbrances to be satisfied at Closing.

(b) Brokerage Agreements. Seller has engaged no broker or agent with respect to this Contract and the transactions contemplated herein.

(c) Absence of Proceedings. To the best of Seller's knowledge, there are not: (i) any condemnation proceedings or proposed proceedings against the whole or any part of the Premises; (ii) zoning proceedings or proposed zoning proceedings against the Premises; or (iii) any litigation or claim against the Premises or the Seller which would, if adversely decreed, have an adverse effect on the Premises.

(d) No Special Taxes or Assessments. The Premises are free from any special taxes or assessments, except those generally applicable to real property in the tax district in which the Premises are located.

(e) Except as specifically identified in this Section 6, the Premises are being sold and transferred "As-Is, Where-Is" and Seller specifically disclaims any and all warranties.

7. Remedies. "Reserved"

8. Binding on Heirs and Assigns. This Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, successors-in-title, legal representatives, heirs and assigns.

9. Assignment. Purchaser may not assign its rights hereunder without the prior written consent of Seller, withheld.



Exhibit A - Ordinance 2010-020

10. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of South Carolina.



Exhibit A - Ordinance 2010-020

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed under seal by its duly authorized representatives and delivered to be effective as of the Effective Date.

WITNESSES:

PURCHASER:

SELLER:



Exhibit A

TRACT ONE

ALL that certain piece, parcel or tract of land lying, situate and being in the State of South Carolina, County of Pickens, and being shown as Tract "A", containing 534.77 acres, more or less, on a survey for Appalachian Council of Governments as prepared by John R. Long, SC PLS #6270 dated May 7, 1995, and having such courses, distances, metes and bounds as will be shown by reference to said plat recorded in the office of the R.M.C. Office for Pickens County in Plat Book 71 at Page 117, less 18.44 acres conveyed by Oconee County and Anderson County by way of deeds filed July 22, 1998 and recorded in the Pickens County Register of Deeds Office in Deed Book 437, Page 156 and Deed Book 437, Page 159, respectively.

This being a portion of the property conveyed unto Isaqueena Corp. by deed of Champion International Corporation dated March 11, 1994 and recorded July 1, 1994, in Deed Book 246 at Page 29.

Portion of TMS #4074-00-05-6772

TRACT TWO

ALL that certain piece, parcel or tract of land lying, situate and being in the State of South Carolina, County of Pickens containing 2.0 acres, more or less, as more fully described in that certain deed dated June 24, 1996 and recorded in the Pickens County Register of Deeds in Deed Book 329, Page 181.

TMS #4074-00-35-5643

TRACT THREE

ALL that certain piece, parcel or tract of land lying, situate and being in the State of South Carolina, County of Pickens containing 2.7 acres, more or less, as more fully described in that certain deed dated June 26, 1996 and recorded in the Pickens County Register of Deeds in Deed Book 329, Page 184.

TMS#4074-00-35-9603



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: June 15, 2010
COUNCIL MEETING TIME: 7:00 PM**

ITEM TITLE OR DESCRIPTION:

Second Reading of Ordinance No. 2010-23 authorizing the execution and delivery of a Fee-In-Lieu-Of-Tax (FILOT) Agreement for Project Gold Dust and placing the project in a Multi-County Industrial Park.

BACKGROUND OR HISTORY:

The Industrial Agreement and Resolution 2010-06 requesting a FILOT agreement for Project Gold Dust was approved on May 18, 2010. First Reading of Ordinance 2010-24 received approval on June 1, 2010.

SPECIAL CONSIDERATIONS OR CONCERNS:

The approval of this FILOT agreement encourages the Company to invest an additional \$5,000,000 and create an additional 20 jobs during this same time frame.

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:

Recommend approval of the Second Reading of the FILOT agreement for Project Gold Dust.

FINANCIAL IMPACT:

This FILOT agreement encourages Project Gold Dust to invest at least \$18,000,000 over the next 5-years. Although not required by a FILOT agreement the Company plans to create at least 10 jobs over the next 5-years. These jobs will pay more than the County average. It is currently estimated that the agreement will generate approximately \$1,360,000 in fees over the next 21 years.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

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

ATTACHMENTS

A Cost Benefit Analysis will be provided before the Third Reading and Public Hearing.

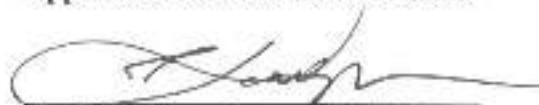
Reviewed By Prior to Submission to Administrator / Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

James W. Alexander
Department Head/Elected Official

Approved for Submittal to Council:


Scott Moulder, County Administrator

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

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



**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2010-23**

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

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

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

WHEREAS, Project Gold Dust, a corporation duly incorporated under the laws of the State of Ohio (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of the development of a manufacturing facility (the "Project") in which the minimum level of new taxable investment will be not less than Eighteen Million Dollars (\$18,000,000) in qualifying fee in lieu of tax investment by the end of the fifth (5th) year following the year of execution of the Fee Agreement, which will be maintained, without regard to depreciation, in accordance with the Act and the Inducement Agreement, all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the Company has requested that the County provide an infrastructure tax credit of twenty percent (20%) of the Company's fee in lieu of tax liability for the Project for a term of ten (10) years (the "Infrastructure Tax Credit") commencing only if and when the Company's investment in new, taxable property in the Project equals or exceeds \$23,000,000 within the initial five (5) years of investment.

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

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and a Fee Agreement and to that end has, by its Resolution adopted on May 18, 2010, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax; and

WHEREAS, it appears that the instrument above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

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

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

WHEREAS, the Company has therefore requested the County to extend the existing multi-county industrial park with Pickens County, South Carolina (the "Park"), pursuant to Section 4-1-170, *et seq.* of the South Carolina Code of Laws, 1976, as amended (the "MCIP Act"), effective upon the expiration of the existing Park Agreement, to include Company property and improvements, including the property where the Project will be located:

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a manufacturing facility, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved. Further, the Fee Agreement shall provide for an Infrastructure Tax Credit of twenty percent (20%) of the Company's fee in lieu of tax liability for the Project for ten (10) years, upon the terms and upon achieving the conditions required herein and in the Fee Agreement.

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

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

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

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

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

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

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

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

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

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

Section 4. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement and this Ordinance.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 7. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provide copies thereof to the County.

Passed and approved this _____ day of July, 2010

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading: June 1, 2010
Second Reading: June 15, 2010
Public Hearing: July 6, 2010
Third Reading: July 6, 2010



STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2010-24

**AN ORDINANCE TO AMEND THE AGREEMENT AUTHORIZED BY
ORDINANCES NO. 2006-027, 2008-017 AND NO. 2010-04 RELATING TO
THE INDUSTRIAL/BUSINESS PARK OF OCONEE AND PICKENS
COUNTIES SO AS TO ENLARGE THE PARK.**

WHEREAS, pursuant to Ordinance No. 2006-027 enacted on December 5, 2006 by Oconee County Council, Oconee County (the "County") entered into an Agreement for Development of Joint County Industrial and Business Park dated as of January 16, 2007 with Pickens County (the "Agreement"), which was subsequently amended by Ordinance No. 2008-17 enacted on October 21, 2008 by the County, resulting in the Agreement as amended by the First Amendment to the Agreement dated November 3, 2008, and by Ordinance No. 2010-04 enacted on May 4, 2010 by the County, resulting in the Agreement as amended by the Second Amendment to the Agreement dated May 4, 2010 (hereinafter collectively referred to as the "Park Agreement"); and

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

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

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

WHEREAS, it is now desired that the boundaries of the Park be enlarged by the addition of the property described in Exhibit A of the Third Amendment to the Agreement, and on the exhibit hereto (below), all as of the Effective Date; and

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

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

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

DONE in meeting duly assembled this ____ day of July, 2010.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

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

ATTEST:

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

First Reading: June 1, 2010
Second Reading: June 15, 2010
Public Hearing: July 6, 2010
Third Reading: July 20, 2010

Addition to Exhibit A (Oconee County) effective
on July 25, 2014 to
Agreement for Development of Joint County
Industrial Park dated as of January 16, 2007,
Amended on November 3, 2008
and Second Amendment on May 4, 2010
and Third Amendment on _____, 2010
Between Oconee County and Pickens County

Tract 4 Project Gold Dust



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

3. **Third Amendment to the Agreement.** As of the date of this Third Amendment to the Agreement, The Second Amendment to the Agreement, the First Amendment to the Agreement and the Agreement as previously amended is further amended, in accordance with Section 3(B) of the Agreement, so to expand the Park premises in Oconee County, effective as of July 25, 2014 by the addition of one (1) tract of land, to be shown as "Tract 4" on the revised Exhibit A, attached hereto, which shall amend, replace, and supersede the previously amended Exhibit A to the Agreement which was in effect prior to execution of this Third Amendment to Agreement.

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

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

WITNESS our hands and seals of this ____ day of _____ 2010.

OCONEE COUNTY, SOUTH CAROLINA

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

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

WITNESS our hands and seals as of this ____ day of _____, 2010.

PICKENS COUNTY, SOUTH CAROLINA

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

ATTEST:

By: _____
Donna Owens, Clerk, County Council
Pickens County, South Carolina

**EXHIBIT A
LAND DESCRIPTION
OCONEE COUNTY**

TRACT 1

Timken US Corporation
430 Torrington Road
Walhalla, South Carolina 29691

All that certain piece, parcel or tract of land situate, lying and being in West Union School District, Oconee County, South Carolina, containing 103.45 acres, more or less, as will appear by plat thereof prepared by Schumacher Engineering Services, Dated September 23, 1966, revised November 9, 1966 and February 20, 1967, recorded in Plat Book P-29, page 132 in the office of the Clerk of Court for Oconee County, South Carolina. BEGINNING at a point in the center of Road S 37-324, thence S 75-13 E 34.7 feet to an iron pin corner, old; thence S 75-13 E 1464.6 feet to an iron pin corner, old; thence S 18-16 W 1418.89 feet to an iron pin corner, new; thence N 73-32 W 811.15 feet to an iron pin corner, old; thence S 05-28 W 481 feet to an iron pin corner, old; thence N 74-34 W 1248.93 feet to an iron pin corner, new; thence N 15-32 E 445.85 feet to I.P.O.; thence N 70-08 W 124.93 feet to I.P.O.; thence N 15-20 E 1604.90 feet to I.P.O.; thence N 74-38 W 1050.31 to a stone corner, old; thence N09-41 W 237.32 feet to I.P.O.; thence N 76-47 E 1351.79 feet to a nail in the center of bituminous road, designated Point "B"; thence S 26-42 E 474.8 feet along center of road to a nail; thence S 23-51 E 276.8 feet along center of road to a nail; thence S 16-07 E 264.8 feet along center of road to a nail; thence S 09-20 E 222.8 feet along center of road to point designated Point "A"; same being the point of beginning. Said tract being the major portion of a tract of land conveyed to the Torrington Company (Maine) by Piedmont-Oconee Corp. by deed dated June 17, 1960, recorded in Deed Book 8-4, page 8, and the property conveyed by deed of Leroy C. Martin and Raleigh L. Martin to the Torrington Company (Maine) dated January 25, 1967, recorded in Deed Book 10-B at page 35, which said conveyance was made to make the center line of road the property line and by deed of James Robert LeCroy to the Torrington Company (Maine) dated February 14, 1967, recorded in Deed Book 10-B, page 34 which deed was made to make the center line of road the line; less a strip of land conveyed by The Torrington Company (Maine) to James Robert LeCroy by deed dated July 25, 1967, recorded in Deed Book 10-E, page 87, which deed was made for the purpose of making the center line of the road the property line.

TRACT 2

BorgWarner Torqtransfer Systems Inc.

All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Oconee, Township of Seneca, containing 78.176 acres, more or less and shown and more fully described by metes and bounds on plat of survey thereof made by R. Jay Cooper, P.E. & L.S. dated April 6, 1990, which plat is recorded in the Office of the Clerk of Court for Oconee County in Plat Book A-54, pages 9 and 10 and which is incorporated herein by reference.

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

TRACT 3

Greenfield Industries, Inc.

All that piece, parcel or tract of land situate, lying and being in the County of Oconee, State of South Carolina, located on the Southern side of U.S. Highway 76 and 123 and being more particularly shown and designated as a tract of land containing 78.20 acres, more or less, on a plat entitled "Plat of a Tract of Land Surveyed at the Request of The First National Bank of Boston" by Farmer & Simpson Engineers, dated June 3, 1986 and recorded in the office of the Clerk of Court of Oconee County, South Carolina in Plat Book P-51 at page 132, and being more particularly described, according to said plat as follows:

Beginning at an iron pin (P.O.B.) located on the southwester edge of the right of way for U.S. Highway 76 and 123 and at the northwestern most corner of said tract of land (said corner being a common corner with the northeastern most corner of lands now or formerly of Delta Corporation) and running thence along the southwestern edge of the right of way for U.S. Highway 76 and 123 S 63 degrees - 19' E 1,890.8 feet to an iron pin corner; thence S 22 degrees - 57' W 456.9 feet to an iron pin corner; thence S 02 degrees - 07' E 261.1 feet to a nail and bottle top; thence S 38 degrees - 42' W 243.9 feet to a nail and bottle top located within the right of way for Highway S-439; thence S 32 degrees - 40' W 248.5 feet to a nail and bottle top located in the center of the right of way for Highway S-439; thence S 25 degrees - 27' W 240.3 feet to an iron pin corner; thence N 86 degrees 32' W 249.9 feet to an iron pin corner; thence S 86 degrees-19' W 593.3 feet to an iron pin corner; thence S 09 degrees - 16' W 241.6 feet to an iron pin corner; thence N 78 degrees - 56' W 673.4 feet to an iron pin corner; thence N 05 degrees - 25' W 398.7 feet to an iron pin corner; thence N 09 degrees - 32' E 798.4 feet to an iron pin corner; thence N 23 degrees - 02' W 365.0 feet to an iron pin corner; thence N 75 degrees - 09' E 132.3 feet to an iron pin corner; thence N 24 degrees - 28' E 796.4 feet to the POINT OF BEGINNING. Said tract of land is bounded on the North by the right of way for U.S. Highway 76 and 123, on the East by lands of various owners, on the South by lands now or formerly of Clemson University and U.S. Government Hartwell Reservoir and on the West by lands now or formerly of U.S. Government Hartwell Reservoir and Delta Corporation.

LESS AND EXCEPT all that certain piece, parcel or tract of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by deed dated December 22, 2003, and recorded on December 31, 2003, in the Office of the Register of Deeds of Oconee County, South Carolina in Book 1302, page 345.

LESS AND EXCEPT all that certain piece, parcel or tract of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by deed dated March 4, 1996 and recorded on April 10, 1996 in the Office of the Register of Deeds of Oconee County, South Carolina in Book 857, page 305.

BEING commonly referred to as 2501 Davis Creek Road, Seneca, Oconee County, South Carolina and as Tax Map/Parcel Numbers 226-00-04-006 and 226-00-04-020.

TRACT 4
Project Gold Dust

**EXHIBIT B
LAND DESCRIPTION
PICKENS COUNTY**

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 15, 2010
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

First Reading (In Caption Only) of Ordinance 2010-25: AN ORDINANCE TO AMEND THE OCONEE COUNTY FLOOD DAMAGE PREVENTION ORDINANCE, ORDINANCE 2008-21, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2008-21 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATED THERETO

BACKGROUND OR HISTORY:

Oconee County recently reviewed and amended the Flood Damage Prevention Ordinance as part of the ongoing effort to address concerns identified by the Federal Emergency Management Agency (FEMA). As required, a copy of the document was submitted to FEMA, who notified the County that additional changes to the ordinance are required. The County Attorney is developing the necessary amendments, which will be complete prior to presentation for Second Reading.

SPECIAL CONSIDERATIONS OR CONCERNS:

FEMA's instructions are to amend the ordinance by the end of July 2010.

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: N/A

STAFF RECOMMENDATION:

Take First Reading in Caption Only.

FINANCIAL IMPACT:

None anticipated.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

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

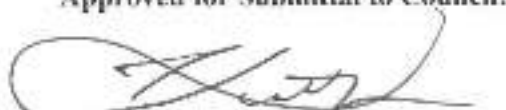
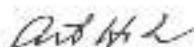
ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:



Department Head/Elected Official

Scott Moulder, County Administrator

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

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



AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 6/15/2009
COUNCIL MEETING TIME: 2:00 PM

ITEM TITLE OR DESCRIPTION:

LEASE AGREEMENT WITH SOUTH CAROLINA DIVISION OF STATE INFORMATION TECHNOLOGY FOR LONG MOUNTAIN RADIO TOWER USE.

BACKGROUND OR HISTORY:

For three years, the OCSO Communications Division has utilized space on the SC Highway Patrol tower at Long Mountain under a verbal agreement allowing us to place backup radio systems at that site, which is adjacent to the county owned radio tower. The county installed a backup generator system and fuels it quarterly. This agenda item seeks to establish this agreement with the state in writing as the management of this tower has been transferred to the state DCIT department.

SPECIAL CONSIDERATIONS OR CONCERNS:

As part of this lease, the county is under no direct financial obligation, but must keep the site generator fueled and perform routine site maintenance (grass, etc.) The grounding system required in the lease has already been established.

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:

The OCSO Communications director recommends the council accept this lease in full.

FINANCIAL IMPACT:

OCSO 911 regularly maintains and fuels the on-site emergency generator, which has already been budgeted for the upcoming fiscal year.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

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

ATTACHMENTS

(1) Lease agreement

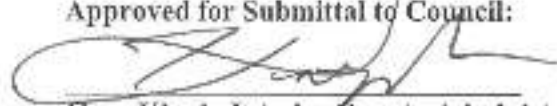
Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:


Department Head/Elected Official

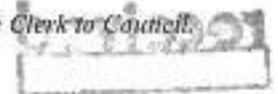

Gene Klugh, Interim County Administrator

CAPT. TRAVIS C. TILSON

SCOTT MANDER

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



received
5/25/10 JPH

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 6/15/2010
COUNCIL MEETING TIME: 10:00 PM

ITEM TITLE OR DESCRIPTION:

LEASE AGREEMENT WITH SOUTH CAROLINA DIVISION OF STATE INFORMATION TECHNOLOGY FOR LONG MOUNTAIN RADIO TOWER USE.

BACKGROUND OR HISTORY:

For three years, the OCSO Communications Division has utilized space on the SC Highway Patrol tower at Long Mountain under a verbal agreement allowing us to place backup radio systems at that site, which is adjacent to the county owned radio tower. The county installed a backup generator system and fuels it quarterly. This agenda item seeks to establish this agreement with the state in writing as the management of this tower has been transferred to the state DCIT department.

SPECIAL CONSIDERATIONS OR CONCERNS:

As part of this lease, the county is under no direct financial obligation, but must keep the site generator fueled and perform routine site maintenance (grass, etc.) The grounding system required in the lease has already been established.

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:

The OCSO Communications director recommends the council accept this lease in full.

FINANCIAL IMPACT:

OCSO 911 regularly maintains and fuels the on-site emergency generator, which has already been budgeted for the upcoming fiscal year.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

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

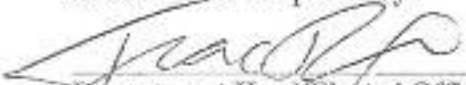
ATTACHMENTS

(1) Lease agreement

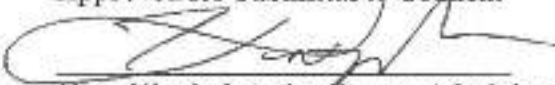
Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:


Department Head/Elected Official
CAPT. TRAVIS C. TILSON

Approved for Submittal to Council:


Gene Klugh, Interim County Administrator
SCOTT MILLER

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



COMMUNICATIONS SITE LICENSE

(South Carolina Division of State Information Technology, Long Mountain Site in Oconee County)

THIS COMMUNICATIONS SITE LICENSE ("License") is entered into this _____ day of _____, 200__, by the South Carolina Budget and Control Board, Division of State Information Technology ("DSIT"), (DSIT hereinafter referred to as "Licensor") and the County of Oconee, South Carolina ("Oconee") (as "Licensee").

License. Subject to the following terms and conditions, Licensor hereby grants to Licensee a license to install, construct, maintain, and operate a radio communications equipment, on Licensor's property located on property described in Exhibit "A" (the "Premises") at the coordinates of Longitude 34 52 56 N Latitude 083 5 54 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 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 including, five (5) antennas, space for two (2) 8'x 22" racks, personal property, improvements or fixtures as listed on Exhibit "B" (the Equipment), or as Licensor may otherwise approve, such approval not to be unreasonably withheld, conditioned or denied. 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 "B".

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 install five (2) transmitter racks, (5) antennas, coax, and incidentals on the tower to operate the public safety radio system.
- (b) Permits. Licensee shall be solely responsible for securing any and all 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 promptly 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. Licensee shall attach as exhibits to this License a description of the tower, antenna, transmission line, and associated electronic equipment and their location on the property.
- (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 Licensee's equipment will be the sole responsibility of the Licensee.
- (e) Specifications for Installation. The following specifications 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 Licensee shall notify the Licensor in advance of maintenance and installations that require access to or the climbing of the tower.
 - (3) The tower, antennas and antenna brackets must be approved in advance by Licensor.
 - (4) If required by Licensor, Licensee agrees to install a 1/2" aluminum conduit to be fastened at least every 10' in the exact space designated by Licensor, to support the Licensee's transmission line. The transmission line will be wrap-locked to this conduit.
 - (5) Only non-rustable hardware shall be used.
 - (6) No painting of any hardware or brackets will be allowed.
 - (7) No drilling or welding to any part of the building will be allowed without prior approval of Licensor. The approval of Licensor will not be unreasonably withheld.

- (8) All rustable material must be hot-dipped galvanized including bolts, nuts and washers.
- (9) No electronics will be installed on the Premises without approval of Licensor. The approval of Licensor will not be unreasonably withheld.
- (10) Base cabinets, transmitters or buildings must be identified with a weatherproof label on which the Licensee's name, address, and telephone number, as well as the call letters shall be inscribed. Typed cards under plastic are not acceptable.
- (11) The antennas must be identified by a metal tag fastened securely to its bracket on the tower at the antenna level so that maintenance personnel will be able to determine the ownership of each antenna system.
- (12) 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. Prior to this inspection, the Licensee shall provide photographs pictures showing the antenna and its identification label, and the cabinet installation or building showing its outside label.
- (13) 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.
- (14) 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 May 1, 2010 and terminating at midnight on April 30, 2015.

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 except that the license fee shall be as specified in Paragraph 4 below. 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

In lieu of a license fee the Licensee shall:

- (1) Provide for the maintenance of the generator
- (2) Upgrade the tower lighting and grounding as needed
- (3) Maintain the grounds of the Premises and the Site.
- (4) Be responsible for all LP fuel used for the generator, including payment for all such fuel, and maintain the underground LP tank.

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 its Equipment on 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. In the event of a failure of a condition precedent set forth above, Licensor shall refund any fees previously paid to Licensor by Licensee under this License upon termination.

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 the installation and maintenance of power utilities, grounding and wiring connectivity to their equipment.
 - (b) So long as Licensor has 24 hour access for its own use of the Premises, Licensor shall likewise provide Licensee access to the Site and the Equipment at all times, 24 hours each day.
8. 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.
9. Interference. Licensee must provide Licensor, prior to any installation, with a copy of its frequency study to insure that its proposed frequencies will not cause interference problems to other installations or equipment on the tower. For FCC Licenses provided by the Licensee, the Licensee must provide Licensor with a copy of the FCC License Application and a copy of its FCC Construction Permit or License prior to any installation on the Premises. Licensor shall not use, nor permit its, licensees, invitees or agents to use any portion of the Premises or any adjoining or proximate property of Licensor in any way that interferes with the operations of Licensee. If such interference should occur, and Licensor fails to eliminate the interference, then Licensee's only remedy is to terminate this license pursuant to Paragraph 9 below.

Licensee agrees to install Equipment only of types and generating frequencies which will not cause interference to transmissions or signals from Licensor and other users of the tower as may be already in place.

Licensee shall provide a detailed interference analysis showing potential conflicts between Licensee's frequencies and those of the Licensor or other users already in place. In the event the Equipment causes such interference, Licensee will take all steps necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receipt of written notice from Licensor to Licensee, Licensee shall temporarily disconnect the electric power and shut down the Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not corrected within 30 days after receipt of the written notice, Licensee agrees to remove the Equipment from the Premises and this License shall terminate as if by expiration. After the Equipment has been installed, Licensor shall place similar restrictions upon interference with Licensee's frequencies on others using Licensor's premises with Licensor's permission, or under Licensor's authority, installed on the premises after Licensee's installation of the Equipment. Should Licensor fail to cure the cause of any such interference within 45 days of Licensor's receipt of written notice of the interference, Licensee may remove the Equipment from the Premises and terminate this License. Licensee's activities and operations and the Equipment shall not disturb the occupancy of Licensor's other licensees.

10. Removal of Equipment and Restoration of Site upon Termination. Licensee agrees to remove, at Licensee's expense, all Equipment from the Site within thirty (30) 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.
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 Licensee 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 Licensee'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 requires by State or Federal Law prior to beginning construction.
 - (c) Licensee shall comply with all laws, ordinances, rules, orders or regulations applicable to Hazardous Materials. Licensee shall not use the Premises for treatment, storage, transportation to or from, use or disposal of Hazardous Materials (other than petroleum 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.

As used in this License, "Hazardous Materials" shall mean any and all polychlorinated biphenyl's, petroleum products, asbestos, urea formaldehyde and other hazardous or toxic materials, wastes or substances, any pollutants, and/or contaminants, or any other similar substances or materials which are defined or identified as such in 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 directly through food chains will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities.

15. 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.

16. 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:

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

If to Licensee, to: Oconee County Emergency Communications
415 S. Pine Street
Walhalla, SC 29691
Attn: Travis Tilson
(w) 864-718-1010

17. Warranties and Quiet Enjoyment. Licensor has good and marketable title to the Premises free and clear of any liens, encumbrances or mortgages. Licensor warrants that Licensee shall have the quiet enjoyment of the Site during the term of the License. Licensor further warrants and represents to the best of Licensor's knowledge that (I) Licensee's intended use of the Site is not prohibited by covenant, restriction, easement, subdivision rule or other contract which would prohibit Licensee's intended use of the Site; and (II) there are no easements, licenses or other encumbrances which will interfere with Licensee's intended use of the Site.
18. Assignment. Licensee may not assign, sublease, license, or otherwise transfer this License without prior approval of Licensor, except to an affiliate, subsidiary, or any successor entity, whether directly or indirectly, controls, is controlled by, or is 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.
19. Successors and Assigns. This License shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.
20. 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 Licensor or others, and Licensee, shall defend, indemnify and hold harmless Licensor from any such damage.
21. Miscellaneous.
- (a) This License constitutes the entire License and understanding of Licensor and Licensee, and supersedes all offers, negotiations and other licenses. Any amendments to this License must be in writing and executed by Licensor and Licensee.
 - (b) If either Licensor 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>

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

LICENSOR: DIVISION OF STATE INFORMATION TECHNOLOGY

Witness(es):

By: _____

Title: _____

Date: _____

Witness (2)
Notary Public

LICENSEE: OCONEE COUNTY

Witness(es):

By: _____

Title: _____

Date: _____

Witness (2)
Notary Public

EXHIBIT "A"

**LEGAL DESCRIPTION OF
PROPERTY**

The property referred to herein as Premises is located within the parent parcel described as follows:

The Long Mountain tower and building located 3 miles north of Walsalla, SC on highway 107 in Oconee County. The tower being located at the coordinates N 34 52 56 W 083.5 54.

EXHIBIT "B"

SITE PLAN
and
EQUIPMENT LIST

Insert Licensee's Site Plan

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: June 15, 2010
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Request approval to transfer between projects in the Special Revenue and Capital Projects funds to correct fund balances and close completed projects.

BACKGROUND OR HISTORY:

Several projects in the Special Revenue and Capital Projects funds have surplus or deficit fund balances that need to be adjusted. In order to clear up these balances and close completed projects, staff is requesting that Council approve transfers between projects and funds in order to use the surpluses to cover the deficits. The remaining surplus would be transferred back to the General Fund.

SURPLUS FUNDS:

Correction of Auditor's Entry from 2005-2006 and 2006-2007: The external auditors prepared entries to several special revenue funds and capital projects funds at the end of those years that should have been reversed in the following year. The reversing entries were not recorded. As a result, the funds listed below have surplus fund balances:

C-Fund	\$93,492.31
Bulletproof Vest	9,122.82
State ATAX 30%	7,500.00
Child/Elder Grant	6,273.87
Library Lottery	20.00
Total	\$116,409.00

DEFICIT FUNDS:

Sheriff's Victims Assistance Special Revenue Fund: For the last several years the revenues for this fund have been less than the expenditures. At June 30, 2009, the fund balance was a negative \$46,395.30.

Animal Shelter Capital Project Fund: The expenditures for this project were \$437.46 more than amount funded.

Other County Infrastructure-SWAG Agreement Capital Project Fund: The amount budgeted for the SWAG payments in the FYE 2009 budget was \$600,000.00, however the payment was \$609,947 creating a negative fund balance of \$9,947.

Rural Fire Trucks Capital Project Fund: Due to an error in recording a transfer for the fire trucks budgeted in fiscal year 2008, this project has a deficit fund balance of \$ 32,044.

SPECIAL CONSIDERATIONS OR CONCERNS:

None

STAFF RECOMMENDATION:

Staff recommends that Council allow transfer of funds to cover the shortages on the accounts identified above and the unused balance to be transferred to general fund.

FINANCIAL IMPACT:

Surplus Total	\$116,409.00
Sheriff's Victims Assistance Special Revenue Fund	(46,395.30)
Animal Shelter Capital Project Fund	(437.16)
Other County Infrastructure-SWAG Agreement Capital Project Fund	(9,947.00)
Rural Fire Trucks Capital Project Fund	<u>(32,044.00)</u>
Total to General Fund	\$ 27,585.24

The financial impact would be closure of certain special revenue and capital projects funds and an increase of the general fund's fund balance of \$27,585.18.

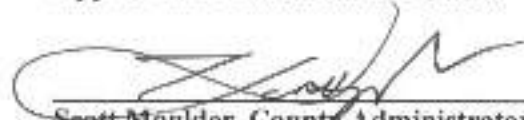
ATTACHMENTS

None

Submitted or Prepared By:

Kendra Brown
Department Head/Elected Official

Approved for Submittal to Council:


Scott Moulder, County Administrator

Reviewed By/ Initials:

_____ County Attorney

JB Finance

C: Clerk to Council

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: June 15, 2010
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Transfer the expenditures and remaining funds budgeted for Airport Land acquisition to the Capital Projects fund used to account for airport grants.

BACKGROUND OR HISTORY:

The County plans on purchasing a parcel of land for the County Airport. In order to be eligible for reimbursement from FAA grant funds, the acquisition process must follow federal guidelines. The purchase will not be completed by June 30, 2010. As the expenditures are reimbursable by FAA grant funds, staff would like to transfer the funds budgeted for the purchase to the fund that will be used to account for the grant receipt. Reimbursements for airport land acquisition often take more than a year to receive, but when received the general fund will be reimbursed for 95% of the original expenditure.

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:

Approve transfer of expenditures and remaining funds for the Airport Land acquisition to the Capital Projects fund used to account for airport grants.

FINANCIAL IMPACT:

None - \$132,500 was budgeted for Land Acquisition, \$2,350 has been spent on preliminary expenses (survey, etc.).

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

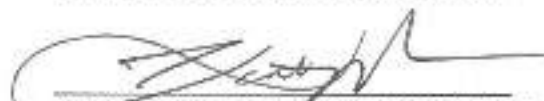
_____ Procurement

Submitted or Prepared By:

Kendra Brown

Department Head/Elected Official

Approved for Submittal to Council:



Scott Moulder, County Administrator

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

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

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: June 15, 2010
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Approve the award of contract for professional engineering services to B. P. Barber and Associates of Columbia, SC, in the amount of \$65,000.00 for the Phase II, Engineering Services portion of the C&D landfill expansion across Crooks Road. This amount includes a contingency of \$9,500.

BACKGROUND OR HISTORY:

On February 3, 2009, Council approved Phase I of the C&D Cell 1 Expansion project to B.P. Barber and Associates. Phase I included a determination of need and consistency, hydrogeological services, wetlands investigation and engineering services necessary for the permitting process. Phase II, which was included in this original proposal, could not be completed until Crooks Road was actually closed. Therefore, Council recommended \$65,000 be included in the FY09-10 budget to complete Phase II which is the final stage of the permitting process. A hearing date of June 16, 2010, has been set for the actual closing of Crooks Road.

SPECIAL CONSIDERATIONS OR CONCERNS:

Under the Request for Qualifications # 06-17 for Professional Services, B. P. Barber & Associates was selected as qualified to provide Environmental and Engineering services. County Council approved a contract and fee schedule Feb 20, 2007 and this contract is in its third renewal period. The County has used B. P. Barber & Associates since 2007 for a variety of engineering projects for the Solid Waste department.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2010-02 guidelines? Yes

STAFF RECOMMENDATION:

Approve the award of contract for professional engineering services to B. P. Barber and Associates of Columbia, SC, in the amount of \$65,000.00 for the Phase II, Engineering Services portion of the C&D landfill expansion across Crooks Road. This amount includes a contingency of \$9,500.


FINANCIAL IMPACT:

Funding for this project was budgeted for \$65,000 from the Solid Waste Professional Services account, 010-718-30025-000 for FY 2009-10.

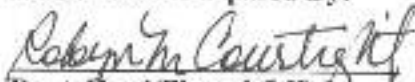
ATTACHMENTS

1. Proposal from B. P. Barber & Associates
2. February 3, 2009 B.P. Barber AIS
3. Justification from Solid Waste

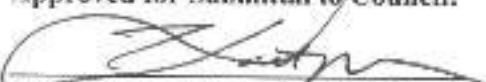
Reviewed By/ Initials:

____ County Attorney  Finance N/A Grants RC Procurement

Submitted or Prepared By:


Dept. Head/Elected Official

Approved for Submittal to Council:


Scott Moulder, County Administrator

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

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



BP Barber
Engineering • Experience • Excellence

RECEIVED
MAY 01 2009

BY:.....

April 30, 2009

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

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

Dear Mr. Still:

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

Required Aspects of the Project

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

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

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

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

C. **Wetlands Investigation:** A wetlands assessment/delineation, endangered and threatened species assessment, and an archaeological and cultural resource assessment will be conducted as required by the South Carolina Department of Health and Environmental Control (DHEC) and Federal Regulations.

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

- D. Soil and Groundwater Investigation:** A Piezometer Installation Plan addressing the installation of any additional groundwater monitoring wells for the proposed landfill expansion site will likely have to be prepared and submitted to DHEC for approval. Once the Piezometer Installation Plan is approved, the piezometers will be installed and the locations and elevations surveyed. Groundwater levels will be measured to determine the depth to groundwater and/or bedrock and to determine the hydrogeological characteristics of the site. Soil samples will be gathered to have testing related to stability and settlement. This step can begin whenever one chooses but probably should be done near the anticipated end of Item A.
- E. Permit Application:** A complete permit application package for permitting of the Class Two Landfill expansion will be prepared and submitted to the DHEC. Preparation of the permit application package will include preparation of engineering design, engineering drawings, and an engineering report as required by South Carolina Regulation 61-107.19. This step can begin whenever one chooses but probably should be done near the anticipated end of Item A but after Items C and D.

SCOPE OF SERVICES:

The services to be provided by the ENGINEER include:

Task A: Documents

1. **Demonstration-of-Need:** Preparation of a Demonstration of Need request for submittal to DHEC.
2. **Determination of Consistency:** Preparation of a request for Determination of Consistency with the County Solid Waste Management Plan for submittal to DHEC.
3. **Zoning:** Preparation of a request for Determination that the landfill expansion is consistent with County zoning, land use ordinances or other applicable ordinances. OWNER will supply a copy of the controlling ordinance(s).

4. **Buffers:** Preparation of a request for a Determination that the proposed expansion meets the buffer requirements in the landfill regulation. Drawings of the proposed expansion must be included showing all buffers and all structures associated with those buffers. If local buffers are greater than those of SCDHEC they will also be shown.

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

The ENGINEER will:

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

Fee	Task A	Estimated	\$5000,00
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Task B: Hydrogeological Services (If required by DHEC)

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

1. A Monitoring Well Installation Plan will be prepared and submitted to DHEC. This plan will propose the installation of wells that intercept groundwater or bedrock.
2. On-site evaluation of installation of these wells by a Professional Geologist. Soil samples may be taken at this time for geotechnical testing.

Note: Slope stability and rotational shear testing costs are not included in this item. An expected cost would be in the range of \$4000. Drilling costs are also not included in this item and shall be managed outside the scope of this proposal. Drilling costs can range from \$1,700 per day for piezometer installations to a per foot cost where an auger drill is necessary.

3. Preparation of a Monitoring Well Installation Report to support the permit application and landfill design.

Fee	Task B	Estimated	\$6,500
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The services outlined in Task B are in addition to any services that might be required to bring the overall landfill groundwater monitoring system for an existing Class Two into compliance with the new landfill regulation, R.61-107.19.

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

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

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

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

Fee	Task C	Estimated	\$10,000
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Task D Phase I - Engineering Services:

1. **Pre-application Meeting:** A meeting including the OWNER (optional), DHEC, and BP Barber representatives will be held to determine the requirements of DHEC and to determine the scope of the permit application and Task B & C requirements,
2. **Preparation of Engineering Drawings including:**
 - a. Design of the Class Two landfill expansion including landfill cells, access road and stormwater management structures and conveyances,

- b. Preparation and submittal of a Permit Application to the DHEC for the Class Two landfill expansion designed to maximize disposal space within the facility as allowed by regulatory constraints to include Engineering Drawings and an Engineering Report.
- c. Grading and drainage plans designed to manage stormwater from the Class Two Landfill.
- d. A closure contour plan.
- e. Cross-sections prepared to show existing and proposed topography and the relationship between the bottom of the proposed landfill expansion and anticipated seasonal high groundwater table or bedrock as appropriate.
- f. Include a grid system to assist the operator in keeping track and designating where waste is being placed at any time.
- g. Include a detailed landfilling sequence plan that will show the order landfilling in the footprint as well as stormwater control measures to be used during the filling operation.

3. **Stormwater management:**

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

Fee	Task D	Estimated	\$24,500
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Task E Phase II - Engineering Services

Preparation of an Engineering Report that will:

- 1. Address proposed fill and borrow areas, grades for drainage, settlement calculations, typical cross-sections, any special drainage devices, fencing, utilities, and other site features.
- 2. Address source and description of cover material, frequency of covering, depth of the disposal area, final contours, and a general operating plan including the expected life of the facility, maximum volume of solid waste the facility will be capable of receiving, and the maximum rate at which waste will be received.

3. Include a site plan which will identify property boundaries, the limits of the waste footprint, existing and proposed structures and systems, access roads, land use and zoning within ¼ mile of the disposal area footprint, location of surface water bodies, 100-year floodplain boundaries, general topography of the facility and surrounding area, and site conditions and projected use of various facility areas.
4. Include an operations plan addressing the method for inspecting and measuring incoming waste, a fill sequence plan, procedures for recording the progress of landfilling using a grid system, procedures for control of storm water drainage, prevention of fires, control of vectors, odor, and dust, and hours of operation.
5. Include a list (to be provided by the OWNER) of equipment to be used for operating the landfill and a contingency plan for providing reserve equipment within 24 hours in case of equipment breakdown.
6. Include a list of any items not included in the regulatory list of acceptable waste that the OWNER wishes to accept at the site.
7. Include a detailed closure plan including a description of the final cover and the methods and procedures used to install the final cover. This plan will also include an estimate of the largest area of the landfill that will ever require a final cover at any time during the active life of the facility, an estimate of the cost to close this area, an estimate of the maximum inventory of waste on site over the active life of the facility, a schedule for completing all activities and a site plan of the landfill showing the proposed final elevations.

Fee	Task E	Estimated	\$55,500
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MISCELLANEOUS SERVICES:

Surveying Services:

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

General:

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

Costs are included for providing three (3) sets of completed documents to the OWNER for its use. The ENGINEER will provide the necessary number of documents to the various permitting and/or approval agencies listed above at no additional cost to the OWNER.

Special Services:

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

1. Laboratory tests, well tests, specialized geological, hydraulic or other studies recommended by the ENGINEER. The cost of such tests and/or studies shall be borne by the OWNER; provided, however, that the OWNER shall be advised and give consent to such tests and/or studies prior to their being made. **Settlement testing, slope stability and rotational sheer testing and reporting are frequently required and can be provided at an additional cost.**
2. Necessary preparation of sketches, maps, plats, etc. for easements, litigation, or other reasons, shall be provided by the ENGINEER if requested by the OWNER.
3. Attendance at public meetings, hearings, or court proceedings, including testimony at such proceedings.

4. Re-design done by the ENGINEER at the request of the OWNER.
5. Overnight delivery of packages at the request of the OWNER will be reimbursed to the ENGINEER at actual costs plus 10% or will be billed directly to the OWNER'S overnight delivery account.
6. Due to the uncertainty of DHEC review only 20 hours of response to DHEC comments has been allotted. Any time greater than 20 hours will be considered extra services.
7. Any permits required that are not specifically addressed herein.
8. Any survey work requested of the ENGINEER by the OWNER.
9. Other assistance or services as requested by the OWNER and not specifically provided for herein.

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

OWNER Supplied Information and Services:

The OWNER will provide as may be required:

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

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

Very truly yours,

BP Barber



Donald J. Hamburger, P.E.
President / Chief Operating Officer

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

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

ITEM TITLE OR DESCRIPTION:

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

BACKGROUND OR HISTORY:

The Seneca C&D Cell 1 was put in service in 1998 and reached max capacity in 2008. On November 21, 2006, Council voted unanimously to close a portion of Crooks Road that is located in the boundary lines of the landfill. The intent of the Solid Waste Department was to have Crooks Road closed and the area in and on the opposite side of Crooks Road permitted as a lateral and vertical C&D expansion. This expansion would have prevented the move to Cell 2 and would have provided approximately 9-15 years of life depending on tonnage. Currently, the road has not been permanently closed. Now that the cell has reached capacity, SC DHEC requires the landfill be capped with a compacted 2 foot semi-permeable clay cap with an additional 1 foot of topsoil. With the change in regulations, a permit submittal may delay the need for a cap over the entire portion of the landfill which would save the county landfill space and money. (Additional information attached)

SPECIAL CONSIDERATIONS OR CONCERNS:

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

STAFF RECOMMENDATION:

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

FINANCIAL IMPACT:

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

ATTACHMENTS

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

Submitted or Prepared By:

Swain T. Still

Swain T. Still, Solid Waste Director

Approved for Submittal to Council:


Dale Surrent, County Administrator

Reviewed By/ Initials:

____ County Attorney

pel Finance

____ Grants

____ Procurement

____ Other: _____

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

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

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

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

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

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

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

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: June 15, 2010
COUNCIL MEETING TIME: 7:00 PM**

ITEM TITLE OR DESCRIPTION:

Award Bid # 09-29 Printing and Mailing of All Type Tax Notices to Laser Print Plus of Columbia, SC, for an estimated amount not to exceed \$99,384.54 for one year, with an option to renew for four additional one-year periods. Additionally, staff recommends that Council authorize the County Administrator to renew the bid for up to four one-year periods, provided their work is satisfactory.

BACKGROUND OR HISTORY:

In the past Oconee County has used QSI/Smith Data for the generation of tax notices which the County then mailed. The County was not receiving any discounts from the U.S. Postal Service. The existing notices were printed on "data mailers" which were hard to open and not easily understood. This bid was issued to contract with an outside firm that will furnish all labor, equipment, materials and postage to provide tax bill forms, print tax bills from data provided by the County, fold and insert into envelopes, presort, deliver to US Post Office and mail first class. QSI/Smith Data will still generate the data files that will be provided electronically to Laser Print Plus. The pricing requested in this bid was based on estimated quantities as follows: 75,000 Real Estate Tax Bills processed in October; 65,000 Personal Property Tax Bills processed annually, 5-6,000 per month; and 88,800 Receipts, the majority in October, but also on a monthly basis as needed. This should save the County money in postal expenses, and also provide newly designed tax notices that are easier to read and understand and a return envelope to be used for tax payments.

On April 28, 2010, formal sealed bids were opened for Printing and Mailing of All Type Tax Notices. Five companies were originally notified of this bid opportunity. Seven companies submitted bids, with Laser Print Plus, of Columbia, SC, submitting the lowest bid of \$99,384.54 based on the estimated quantities.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2010-02 guidelines? Yes

STAFF RECOMMENDATION:

Award Bid # 09-29 Printing and Mailing of All Type Tax Notices to Laser Print Plus of Columbia, SC, for an estimated amount not to exceed \$99,384.54 for one year, with an option to renew for four additional one-year periods. Additionally, staff recommends that Council authorize the County Administrator to renew the bid for up to four one-year periods, provided their work is satisfactory.

FINANCIAL IMPACT:

For FY 2010-11, County Council approved \$10, 800 (budget code 10-306-40032), \$81,153 (budget code 010-306-40033), and \$16,625 (budget code 10-302-40032) for a total of \$108,578, to be used for Printing and Mailing of All Type Tax Notices.

ATTACHMENTS

I. Bid Tabulation

Reviewed By/ Initials:

_____ County Attorney

 Finance

NA Grants

PC Procurement

Submitted or Prepared By:

Approved for Submittal to Council:


Department Head/Elected Official


Scott Moulder, County Administrator

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

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

Approved Budget Ordinance and List of Bid Items
 010-326-4000 \$10,000.00
 010-326-1000 \$11,153.00
 010-326-4000 \$10,000.00

I hereby certify that to the best of my knowledge and
 belief the bids to be given
Robyn Courtright

Procurement Director

Bidders	Columbia Business Forms			Datamatx		Laser Print Plus		Manatron		NCP		
	Address Approx Qty	Description	Unit Price	Extended Price	Atlanta, GA Unit Price	Extended Price	Columbia, SC Unit Price	Extended Price	Portage, MI Unit Price	Extended Price	Birmingham, AL Unit Price	Extended Price
75000	Real Estate Tax Bills	0.6024	45,180.00	0.4650	34,875.00	0.4340	32,550.00	0.5828	42,210.00	0.4300	32,250.00	
65000	Personal Property Tax Bills	0.6050	39,325.00	0.4650	30,225.00	0.4570	29,705.00	0.5812	37,778.00	0.4550	29,575.00	
88000	Receipts less than 500	0.5854	49,755.20	0.5180	45,594.00	0.5580	31,504.00	0.6882	60,551.60	0.5800	51,040.00	
	Subtotal		134,260.20		110,684.00		93,759.00		140,548.60		112,865.00	
	S. C. Sales Tax (6%)		8,055.61		6,641.04		5,625.54		8,432.98		6,771.90	
	Grand Total		142,315.81		117,325.04		99,384.54		148,982.58		119,636.90	
Bidders	Pinnacle Data			Triangle Systems								
	Address Approx Qty	Description	Unit Price	Extended Price	Pittsburg, PA Unit Price	Extended Price						
75000	Real Estate Tax Bills	0.4450	33,375.00	0.4500	34,500.00							
65000	Personal Property Tax Bills	0.4450	28,925.00	0.4500	30,225.00							
68000	Receipts less than 500	0.3600	31,680.00	0.3800	31,680.00							
	Subtotal		93,980.00		96,405.00							
	S. C. Sales Tax (6%)		5,638.80		5,784.30							
	Grand Total		99,618.80		102,189.30							

Bid No. 09-32
 Budgeted Amount: \$350,000.00
 Budget Code: 017-719-50890

Drilling and Blasting for the
 Oconee County Rock Quarry

May 18, 2010
 2:00 pm

I hereby certify that to the best of my knowledge this tabulation of bids to be correct.

Procurement Director

Bidders		Austin Powder Comp.		Orica		Powderman Products	
Address		Asheville, NC		Ronda, NC		Winder, GA	
Approx Tons	Pattern Size	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
55,000	9' x 9'	0.9386	\$ 51,623.00	0.9230	50,765.00	0.9005	49,527.50
50,000	9' x 10'	0.8467	\$ 42,335.00	0.8380	41,900.00	0.8325	41,625.00
80,000	9' x 11'	0.7829	\$ 62,632.00	0.7520	60,160.00	0.7410	59,280.00
125,000	10' x 10'	0.8157	\$ 101,962.50	0.7410	92,625.00	0.7335	91,697.50
125,000	10' x 11'	0.7051	\$ 88,137.50	0.6840	85,500.00	0.6650	83,125.00
65,000	11' x 11'	0.6551	\$ 42,581.50	0.6380	41,470.00	0.6123	39,799.50
					-		-
	Bid Bond	Yes- Check		Yes		Yes	
	Addendum 1	Yes		Yes		Yes	
					-		-
	GRAND TOTAL		\$ 389,271.50		372,420.00		365,044.50

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
DRILLING AND BLASTING
CONTRACT**

THIS AGREEMENT made and entered into this 16th day of June 2010, by and between OCONEE COUNTY (hereinafter the "COUNTY") and Powderman Products, LLC. (hereinafter the CONTRACTOR) of Winder, GA.

WHEREAS, the COUNTY did issue its invitation to bid on April 28, 2010 for drilling and blasting at the Oconee County Rock Quarry to which the CONTRACTOR submitted a bid on May 18, 2010 subsequently accepted by the COUNTY.

WHEREAS, the parties hereto recognize the desirability and necessity of reducing their agreement in writing:

NOW THEREFORE:

I. SCOPE OF THE CONTRACTOR'S WORK

The CONTRACTOR shall furnish all qualified labor, materials, explosives, equipment and supplies necessary to drill and blast rock at the COUNTY Rock Quarry to COUNTY specifications as designated by the Quarry Director (hole diameter shall be 4.5" for 30" x 55" jaw crusher and pattern not to exceed 11' x 11', at a price per ton as designated on the Bid Form) per ton of rock blasted and produced, which sum to be paid by the COUNTY within fifteen (15) days after receipt of a monthly invoice for services performed by the CONTRACTOR for previous month, the CONTRACTOR also agrees to drill and blast again any boulders in excess of 4' x 6' or any knots or rises in the working face floor made by the CONTRACTOR, and that there will be no sleeving of blast holes. In addition, CONTRACTOR shall take seismograph readings of each shot to assure that blasting vibration is not exceeding two inches (2") per second particle velocity, and provide a video camera to record ALL blast activity. The COUNTY has the right to review or request a copy of each recording.

II. INSURANCE

As a condition of this agreement, the CONTRACTOR shall provide, at its own expense, public liability insurance of not less than five million (\$5,000,000) dollars for bodily injury and property damage resulting from drilling, blasting or other operations by the CONTRACTOR. CONTRACTOR will be ultimately responsible for any damages to any COUNTY and/or private equipment or buildings sustained during a blast. The CONTRACTOR will also provide COUNTY with a performance bond in the penal sum of three hundred, fifty thousand, (\$350,000.00) dollars guaranteeing the full and faithful performance of this contract and agreement. In addition to the public liability insurance, the CONTRACTOR shall furnish the COUNTY proof of coverage of its employees or any sub-contractor by a valid policy of worker's compensation insurance.

III. SUB-CONTRACTORS

The CONTRACTOR agrees that any sub-contractor shall be selected by it from among qualified sub-contractors who have demonstrated their qualifications by experience, personnel and equipment in similar drilling and/or handling of explosive materials. Any sub-contractor shall be covered as an additional insured party under its general liability policy and all employees of any sub-contractor shall be covered by policies of worker's compensation insurance.

IV. LICENSES: OTHER REGULATIONS

The CONTRACTOR shall submit proof to the COUNTY of its license to perform the services which it undertakes here to do on behalf of the COUNTY, including but not limited to their South Carolina Blasting License and Permit requirements of the South Carolina Tax Commission for non-resident contractors, as well as licenses by the South Carolina Board of Contractors if the same be appropriate or necessary. In addition, the CONTRACTOR agrees to comply with all State and Federal regulations, such as, but not limited to any Mine Safety Health Association (MSHA) requirements, approved state certification requirements in regard to explosives, as well as the requirements of the South Carolina Department of Health and Environmental Control (SC DHEC) and/or Environmental Protection Agency (EPA) concerning pollution, dust abatement and water stream infiltration.

V. PRODUCTION

It is estimated by the parties that the CONTRACTOR shall be requested to produce five hundred thousand (500,000) tons of rock under the terms of this contract, but each of the parties recognize that this is an approximate figure, and the COUNTY reserves the right to determine the quantity of rock to be drilled and shot within a specified time throughout the Contract Period. For the purpose of this Contract, the term "Contract Period" shall be defined as a period commencing on or about the 1st day of July 2010, and ending no later than June 30, 2011.

VI. ADDITIONAL UNDERTAKINGS OF THE CONTRACTOR

The CONTRACTOR undertakes and agrees to furnish and be responsible for the proper storage of all explosive materials as well as any of its equipment, which it brings to the job. Space shall be made available by the COUNTY to the CONTRACTOR for purpose of storage but the COUNTY assumes no responsibility for the safety, integrity or security of any supplies, explosive materials, equipment or machinery of the CONTRACTOR or its sub-contractors brought upon the job site.

VII. RELATIONSHIP OF THE PARTIES

The parties mutually recognize their relationship to be one of owner (COUNTY) and independent contractor Powderman Products, LLC. Any sub-contracts entered into by the CONTRACTOR with certain or specific sub-contractors shall provide an agreement that such sub-contractors shall be subject to the terms and conditions of this Contract, and any failure of breach by the CONTRACTOR shall afford the COUNTY whatever remedies it may have available to it and the right of any sub-contractors to claim against the COUNTY for the service performed on behalf of the CONTRACTOR for equipment, labor or supplies furnished by such sub-contractors at the CONTRACTOR'S request on the project defined and delineated herein shall be subject to any set-off, defense or claim which may be available to the COUNTY by reason of default by the CONTRACTOR in the terms and conditions of its agreement with the COUNTY. The CONTRACTOR will furnish to the COUNTY the name of any and all sub-contractors on the project and a statement in writing by such sub-contractors that the sub-contractor has knowledge of the terms and conditions of this agreement and the subrogation of its rights to those of the COUNTY in the event of any defense, set-off or claim which the COUNTY may have by reason of the failure of the CONTRACTOR to perform its contractual obligations to the COUNTY.

VIII. TAXES

The CONTRACTOR and its sub-contractors (if any) shall be responsible for the collection and payment of all taxes to the State of South Carolina, to the United States, or to other taxing authorities, including but not limited to payroll taxes, unemployment compensation assessments, withholding taxes, FICA contributions and withholdings.

IX. PROVISIONS FOR CLAIMS AGAINST THE CONTRACTOR

In the event the COUNTY shall receive, in writing, notice of any claims by sub-contractors, material men, suppliers, laborers, or mechanics on account of work performed, supplies or materials furnished, repairs performed, goods or equipment furnished at the request of the CONTRACTOR for use and equipment upon the project, the COUNTY shall have the option of:

- 1.) Withholding the amount of such claims until proof of payment has been furnished to the COUNTY by the CONTRACTOR in a form satisfactory to the COUNTY;
- 2.) To pay such sums into the Clerk of Court of Oconee County for distribution upon successful prosecution of such claims; or
- 3.) To include in any check or draft for payment due the CONTRACTOR the name of such claimant; until such time proof satisfactory to the COUNTY that such claim has in fact been satisfied and no further claims exist, all at the option of the COUNTY. At the completion of the project and the work to be performed by the CONTRACTOR, the CONTRACTOR agrees to execute, in writing, its affidavit that all sub-contractors, material men, mechanics, suppliers, and laborers have been paid in full and, at the request of the COUNTY, will further furnish to the COUNTY statements in writing by such sub-contractors, suppliers, material men, laborers or mechanics waiving their rights, if any, to file a claim or lien against the COUNTY by reason of such materials, supplies, labor, equipment or services performed on behalf of the CONTRACTOR regarding this project.

X. LABOR REGULATIONS

The CONTRACTOR agrees to comply with all labor laws of the United States of America and the State of South Carolina and to at all times maintain the safety of its employees as required by OSHA, MSHA and the South Carolina Department of Labor. The CONTRACTOR shall furnish to the COUNTY a copy of MSHA certificate of training for each employee and subcontractor that comes to the mine site.

XI. ASSIGNMENT

The duties and responsibilities of the CONTRACTOR as General Contractor may not be assigned without the prior written consent of the COUNTY, but nothing herein shall prevent the CONTRACTOR from sub-contracting a portion of the scope of the work, provided such sub-contractor shall be qualified within the meaning of this agreement, and such sub-contractor shall be subject to the terms and conditions hereof.

XII. INTERPRETATION AND VENUE

This contract shall be interpreted and construed under the laws of the State of South Carolina, and should any dispute arise by and between the parties, it is mutually understood and agreed that any litigation arising out of such dispute shall have, as its jurisdiction and venue, the Court of Common Pleas of Oconee County, South Carolina.

XIII. EXECUTION - ACKNOWLEDGEMENT

Each of the parties acknowledge its consent and agreement to the terms of this Contract by affixing hereto their Seals, over the hands of such of their officers as are authorized to contract on behalf of the parties, and each acknowledge receipt of an executed and signed copy hereof, which shall constitute an original.

TO ALL OF WHICH the parties have heretofore agreed, and in witness whereof, have hereunto placed their Seals and caused these presents to be executed by their officers and agents authorized to do so, this day and date first above written.

Signed, Sealed, and Delivered in the Presence of:

(As to COUNTY)

OCONEE COUNTY (Seal)

By: _____
Reg Dexter
County Council Chair

(As to CONTRACTOR)

By: _____

Title: _____

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: June 15, 2010
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Approve J. Davis Construction of Westminster, SC, to perform design/build services associated with removing and replacing the shingled roof on the Oconee County Detention Center and renovated Law Enforcement Center, for a fee of \$57,666.16 with \$7,144.35 reserved for contingency, for a total of \$64,810.51.

BACKGROUND OR HISTORY:

The Detention Center and renovated LEC building are covered with asphalt shingles which have severely deteriorated. A substantial amount of the mineral granule covering has separated from the asphalt, in some places exposing the fiberglass interior. There have been leaks in both buildings, which were patched as a temporary way of stopping the leaks. There are a few areas with "spongy" underlayment, most likely due to water damage.

The renovated LEC, which now houses Emergency Management and the Sheriff's Patrol Division, was renovated in 2005; however re-shingling the roof was not part of this renovation. Despite uncertainty about future use of the Detention Center, the roof needs to be recovered before further deterioration occurs. This is a structurally sound building with additional useful life and needs to be protected from imminent water damage due to decomposition of the roof.

The attached proposal from J. Davis Construction includes removing the existing shingles, installing 25-year three-tab shingles, roof felt, new flashing, new lead pipe collars, ice/water shield underlayment in valley, continuous ridge vents, new curbs with roof crickets, air vents, building permits, licenses, clean-up and disposal fees. J. Davis Construction included a price of \$50 per sheet to furnish and install additional plywood that may be required if damaged sheathing is found, when the current roof is being removed. Staff requests Council approve the balance of this project (\$7,144.35) to be used as a contingency to cover damaged sheathing if it is needed.

This is a two phase project as a section of the roof, over the Detention Center's Sally Port, is flat modified not shingled. This section protects the Radio Equipment Room which houses control stations for Public Safety and Communications. It is crucial to emergency communications that this area be protected from water damage. The contractor providing flat modified roof services does not provide shingle roof services; therefore, three purchase orders will be issued for this project; (1) to J. Davis Construction, of Westminster, SC, for the shingled roof, (1) to Interstate Roofing, of Charlotte, NC, based on School District of Oconee County (SDOC) Bid # 159-529, for the labor to replace the flat modified roof and (1) to Best Distributing of Charlotte, NC, based on SDOC Bid #389-529, for the materials needed to replace the flat modified roof. The flat modified roof information is provided for informational purposes as they are associated with this project, but do not require Council's approval.

SPECIAL CONSIDERATIONS OR CONCERNS:

County Council previously approved a contract and fee schedule dated February 20, 2007, for on-call design/build services to J. Davis Construction and Trehel Corporation. This contract is in the third of four possible one-year renewal periods. Based on Professional Consultant RFQ 06-17 and the aforementioned contract, proposals were obtained from J. Davis Construction (\$57,666.16) and Trehel Corporation (\$58,704.00).

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2010-02 guidelines? Yes

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.

STAFF RECOMMENDATION:

Approve J. Davis Construction of Westminster, SC, to perform design/build services associated with removing and replacing the shingled roof on the Oconee County Detention Center and renovated Law Enforcement Center, for a fee of \$57,666.16 with \$7,144.35 reserved for contingency, for a total of \$64,810.51.

FINANCIAL IMPACT:

For FY 2009-10, County Council approved \$95,200 (budget code 010-106-50850) for roof replacement at Detention Center and renovated LEC. The balance for this account, after purchase orders are issued for the flat modified section of the roof is \$64,810.51. The purchase order to J. Davis Construction for \$57,666.16 will leave a balance of \$7,144.35 in this account which will be reserved for a contingency to cover damaged sheathing.

ATTACHMENTS

1. Proposal from J. Davis Construction
2. Price breakdown for roof renovation project

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

N/A

Grants

RC

Procurement

Submitted or Prepared By:

Robyn M. Courtney
Department Head/Elected Official

Approved for Submittal to Council:

Scott Moulder
Scott Moulder, 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.

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Design Build Contractor

12245 S. Hwy 11
Westminster, Sc 29693
joel@jdavisinc.com

Customer: Oconee County

Job: Re Roof Portions of Oconee County Detention Center

Scope of work:

- Remove existing shingles from roof (Price is based on removal of 1 layer)
- Install 15 lb felt paper
- Install new metal flashing, step and counter flashing
- Install new lead pipe collars around all ventilation pipes
- Install new 25 year 3 tab shingles
- Install shingles over ridge vents on all peaks of roof
- Make new diverters behind all units and replace existing
- Install Air vent "The Edge Vent" on bottom eaves where vents now exist (See attached)
- Clean and haul away all exterior debris pertaining to job being done
- City of Walhalla Building Permit
- City of Walhalla Business License

Total Job Cost: \$57,666.16

Payment and Performance Bond if required: \$875.30

Additional plywood if required will be furnished and installed at \$50/sheet

PRICE BREAKDOWN FOR ROOF RENOVATION PROJECT

Vendor	Description	Total	Account Balance (010-106-50850)
Budgeted Amount			\$ 95,200.00
SHINGLED ROOF REPLACEMENT			
J. Davis Construction	Design/Build Services	\$ 57,666.16	\$ 37,533.84
Reserved for Contingency	If needed for damaged sheathing	\$ 7,144.35	\$ 30,389.49
Total for shingled roof replacement:		\$ 64,810.51	
FLAT MODIFIED ROOF REPLACEMENT			
Interstate Roofing Co.	Labor	\$ 16,500.00	\$ 13,889.49
	Warranty	\$ 462.00	\$ 13,427.49
	Misc. items (forklift, nails, tarps, etc.)	\$ 1,000.00	\$ 12,427.49
Best Distributing	Materials	\$ 12,427.49	\$ -
Total for flat modified roof replacement:		\$ 30,389.49	

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: June 15, 2010
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Approve Change Order #1 to Purchase Order 47051 to Venesky Asphalt Paving & Grading of Easley, SC, in the amount of \$1,300,000.00 for additional roads to be paved per this contract.

BACKGROUND OR HISTORY:

On February 2, 2010, Council approved the award of Bid # 09-10 for Road Paving to Venesky in the amount of \$1,068,281.81. This bid gave a specific list of roads to be paved, but allowed for the County to add or delete roads as necessary, depending on available funding. Also, the bid allowed for the cost of asphalt materials to be indexed to the SCDOT liquid asphalt index and this cost to be reviewed monthly to determine the price of the asphalt mix. The bid form called for unit prices with estimated quantities, so the cost to add additional paving projects can be easily calculated. Venesky has completed all assigned paving projects successfully and the Roads Department would like to add additional roads to be paved to this contract, per attached Tentative Roads List. Venesky has agreed to hold all unit prices in the bid.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2010-02 guidelines? Yes

STAFF RECOMMENDATION:

Approve Change Order #1 to Purchase Order 47051 to Venesky Asphalt Paving & Grading of Easley, SC, in the amount of \$1,300,000.00 for additional roads to be paved per this contract.

FINANCIAL IMPACT:

Funds for additional roads paving are included in the FY 2009-2010 approved budget.

ATTACHMENTS

1. February 2, 2010 AIS for Road Paving IIB 09-10
2. Venesky Bid Form showing unit prices
3. Tentative Roads list

Reviewed By/ Initials:

_____ County Attorney JB Finance N/A Grants RC Procurement

Submitted or Prepared By:

[Signature] 06/03/10
Department Head/Elected Official

Approved for Submittal to Council:

[Signature]
Scott Moulder, County Administrator

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

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

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: February 2, 2010
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

- 1) Award Bid 09-10, Road Paving 2009-2010 to Venesky Asphalt Paving & Grading, LLC of Easley, SC in the amount of \$1,068,281.81.
- 2) Authorize staff to spend an additional \$96,145.36, a 9% contingency if needed, to account for fluctuating asphalt prices and variations in unit quantities.
- 3) Authorize an additional \$35,000 to purchase stone from the Oconee County Rock Quarry. The total not to exceed amount is \$1,199,427.17.
- 4) Execute attached contract.

BACKGROUND OR HISTORY:

The bid document for Road Paving listed specific requirements that the contractor must follow. Specific roads along with the type of paving work required were listed in the bid with estimated quantities. Also the bid allowed for the cost of asphalt materials to be indexed to the SCDOT liquid asphalt index and this cost to be reviewed once a month to determine the price of the asphalt mix.

On January 12, 2010, formal sealed bids were opened. Twenty-eight companies were originally notified of this bid opportunity, eight companies attended the mandatory pre-bid meeting and six companies submitted bids, with Venesky Asphalt Paving & Grading, LLC, of Easley, SC submitting the lowest bid of \$1,068,281.81. Staff from Procurement and the Roads Department checked references provided and met with the owner of Venesky Asphalt Paving & Grading, LLC, prior to the award of bid, to determine that he was a responsible bidder and would comply with all of the County's paving requirements as stated in the bid document.

SPECIAL CONSIDERATIONS OR CONCERNS:

A protest was received on this bid, protesting that the County allowed Venesky Asphalt Paving & Grading to qualify their bid by writing in the amount of the performance and payment bond. Attached is a copy of Venesky's bid form that clearly shows the amount of the bond to be calculated at two percent of the total amount. Staff responded to this protest and recommends proceeding with the award.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

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

STAFF RECOMMENDATION:

Award Bid 09-10, Road Paving 2009-2010 to Venesky Asphalt Paving & Grading, LLC of Easley, SC in the amount of \$1,068,281.81. Authorize staff to spend an additional \$96,145.36, a 9% contingency if needed, to account for fluctuating asphalt prices and variations in unit quantities. Authorize an additional \$35,000 to purchase stone from the Oconee County Rock Quarry. The total not to exceed amount is \$1,199,427.17. Execute attached contract.

FINANCIAL IMPACT:

FY 2009-2010 approved budgeted amount (010-601-50881) - \$500,000

FY 2008-2009 rollover funds approved (010-601-50881-02009) - \$500,000

Anticipated C-Funds to be awarded to County \$676,000, to City of Seneca \$394,000

NOTE THAT IF ANTICIPATED C-FUNDS ARE NOT AWARDED, THE LEVELING ROADS WILL BE DELETED FIRST TO MAKE UP FUNDING SHORTFALL.

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

1. Bid Tabulation
2. Listing of proposed roads from bid
3. Contract
4. Bid Form from Venesky Asphalt Paving & Grading, LLC

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants RL Procurement

Submitted or Prepared By:

Robert County
Department Head/Elected Official

Approved for Submittal to Council:

Gene Klugh, Interim 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.

COUNTY OF OCONEE

Procurement Office, 415 S. Pine Street, Walhalla, SC 29691
 Ph: (864) 638-4141 / Fax: (864) 638-4142

REVISED - BID FORM

BID NUMBER: 09-12 DATE: December 1, 2009

OPENING DATE AND TIME: January 11, 2010 at 1:00 pm EST

OPENING LOCATION: Oconee County Procurement Office
 County Administrative Building, Room 104
 415 S. Pine Street, Walhalla, SC 29691

PROCUREMENT OF: Road Paving 2009-2010 - Simple Overlay, Reconstruction Mill in Place with or without Bank slope, and Road Widening

Approx Qty	Unit	Description	Unit Price	Total Estimated
11,372	Ton	Surface, Type C	55.75	645,139.00
2,857	Ton	Surface, Type C, w/SCDOT Stone Specs	55.75	215,027.75
630	SY	Excavation, Road Widening	3.20	2,016.00
1,185	Ton	Intermediate, Type C, Base Mat	69.60	82,336.80
391	Ton	Intermediate, Type C, Patching w/SCDOT Stone Specs	69.60	27,422.40
3,497	SY	Unclassified Materials	1.65	5,684.25
171	SY	Gravel Mixtures	5.50	946.00
279	CY	Shoulder Build-up	7.00	2,653.00
3,374	SY	Seeding	1.10	3,711.40
30,188	SY	Milling in place	.85	25,659.80
1,977	TON	Harding county sand	4.95	9,691.50
30,188	SY	Set Up (Milling in Place)	.65	19,622.20
15	Each	Compaction Test	145.00	2,475.00
15	Each	Core Testing	145.00	2,475.00
15	Each	Nuclear Testing (electromagnetic, DSI approved)	145.00	2,475.00
Above costs do not include 2% P&P Bonds of Total Contract Amount				Contractor's Grand Total 1,047,335.10

COMPANY NAME: *VENESKY ASPHALT PAVING & GRADING, LLC 1-12-2010*

SIGNATURE: *[Handwritten Signature]*

Print Signature: *GARY VENESKY*

Attachment 3
Oconee County Paving Contract List
June 15, 2010

Sharon Ln	SE-435	621	20
Clearwater Dr	SE-200	526	18
Floy Dr	SE-433	1,358	18
Green Acres Rd	SE-290	790	20
Cane Creek Landing	WA-275	1,418	20
Kare Fre Blvd	WA-259	2,360	20
Concord Industrial	SE-109	471	20
Industrial Park Pl	SE-94	2,325	20
Tiger Terrace Dr	SE-247	1,850	20
Richardson Dr	SE-411	1,304	20
Hughes Dr	SE-449	183	20
Holdvale Dr	SE-193	591	20
Richland Creek Dr	SE-475	2,083	20
Creek Stone Ct	SE-474	221	20
Oak Hollow Ct	SE-459	1,088	20
S Oak Points Dr	SE-457	5,390	20
Willow Oak Ct	SE-458	668	20
Grand Summit Dr	SE-1	1,987	20
Eastview Ct	SE-197	257	20
Sunpointe Ct	SE-198	220	20
Pine Creek Ct	SE-476	100	20
Viewpointe Ct	SE-292	445	20
N Summit Dr	SE-77	2,569	20
S Summit Dr	SE-478	550	20
Woodridge Dr	SE-153	1,280	20
Wynners Way	SE-437	2,382	20
Sugar Valley Rd	SE-204	3,760	20
Scenic Cir	SE-361	594	20
Baypoint Dr	SE-179	584	20
Redbud St	SE-187	813	20
Chandler Pl	SE-205	463	21
Bourbon St	SE-207	438	20
Hanover Way	SE-209	1532	21
Terrace Dr	SE-208	1178	20
Periwinkle Dell	SE-210	564	20
Rockingham Rd	SE-211	2806	20
Welfshire Pl	SE-212	460	18
Shadwick Way	SE-213	1042	18
Cranwood Cv	SE-214	212	19
Rill Ct	SE-217	531	21
Magnolia Way	SE-222	556	20
Surrey Ln	SE-223	728	20
Veranda Ct	SE-225	315	20
N Mt Vernon Dr	SE-374	2548	20
North Woodbury Rd	SE-185	3068	20
Pine Plantation Trl	SE-444	785	24
Total Miles:		10.11	

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: June 15, 2010
COUNCIL MEETING TIME: 7:00 PM**

ITEM TITLE OR DESCRIPTION:

Award the purchase of VoIP (Voice Over Internet Protocol) Equipment to Pomeroy Technology Solutions of Hebron, KY, in the amount of \$200,076.88.

BACKGROUND OR HISTORY:

Oconee County currently has multiple phone systems including VOIP, POTs, (Plain Old Telephone Systems) and Centrex with no standards. Communication is limited to basic POTs connection with no voicemail and only minimal features. The County has planned to implement a system to unify all facilities to a single system to lower overall cost and increase patron service. The system will allow expansion to include future services such video conferencing, integrated security, voicemail to email, and electronic faxing. Oconee County's cross-functional team has been working with Cisco directly to revamp the current systems. The amount of \$200,076.88 does not include trade in discounts which will be given directly by Cisco.

SPECIAL CONSIDERATIONS OR CONCERNS:

On February 16, 2010, County Council Awarded ITB 09-17 Cisco Hardware Equipment, Voice Products, Software and/or Services to Pomeroy IT, Hebron, KY, Thomas Glover and Associates, Inman, SC and VC3 of Columbia, SC for a period of one year with the option to renew for four additional one year periods. These three vendors offered the highest discount rate off Cisco list prices and this award allowed for future quotes to be requested for Cisco equipment and/or services on an as-needed basis. Procurement requested quotes for the VoIP Equipment from these three vendors, and TGA did not respond. Overall, the lowest quote was received from Pomeroy Technology Solutions.

The total cost for the equipment is \$200,076.88 without taking into account discounts given by Cisco for any trade-in equipment such as switches or servers. The Information Technology Department is working closely with Cisco in determining the dollar amount that will be given for the trade-in and feels that with this discount, the total amount will not exceed \$150,000.00.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2010-02 guidelines? Yes

STAFF RECOMMENDATION:

Award the purchase of VoIP Equipment to Pomeroy Technology Solutions of Hebron, KY, in the amount of \$200,076.88.

FINANCIAL IMPACT:

Funds for the VoIP phone system are included in the Information Technology department's FY 2009-2010 budget.

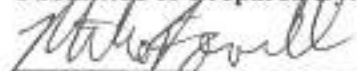
ATTACHMENTS

I. Quote Tab

Reviewed By/ Initials:

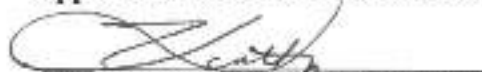
_____ County Attorney _____ Finance N/A Grants RC Procurement

Submitted or Prepared By:



Department Head/Elected Official

Approved for Submittal to Council:



Scott Moulder, County Administrator

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

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

Item	Quantity	Unit	Description	Unit Price	Discr't %	Discr't Amount	Total	Discr't %	Discr't Amount	Total
WATER-100-100	2000	1	WATER-100-100	100.00	40%	40000	140000	40%	56000	84000
CONCRETE-100-100	1000	1	CONCRETE-100-100	100.00	30%	30000	130000	30%	39000	91000
PIPE-100-100	1000	1	PIPE-100-100	100.00	20%	20000	120000	20%	24000	96000
Sub Total				300000			300000			300000
Sales Tax				20000			320000			320000
Total				320000			320000			320000

WATER-100-100

Item	Quantity	Unit	Description	Unit Price	Discr't %	Discr't Amount	Total	Discr't %	Discr't Amount	Total
WATER-100-100	2000	1	WATER-100-100	100.00	40%	40000	140000	40%	56000	84000
CONCRETE-100-100	1000	1	CONCRETE-100-100	100.00	30%	30000	130000	30%	39000	91000
PIPE-100-100	1000	1	PIPE-100-100	100.00	20%	20000	120000	20%	24000	96000
Sub Total				300000			300000			300000
Sales Tax				20000			320000			320000
Total				320000			320000			320000

WATER-100-100

Item	Quantity	Unit	Description	Unit Price	Discr't %	Discr't Amount	Total	Discr't %	Discr't Amount	Total
WATER-100-100	2000	1	WATER-100-100	100.00	40%	40000	140000	40%	56000	84000
CONCRETE-100-100	1000	1	CONCRETE-100-100	100.00	30%	30000	130000	30%	39000	91000
PIPE-100-100	1000	1	PIPE-100-100	100.00	20%	20000	120000	20%	24000	96000
Sub Total				300000			300000			300000
Sales Tax				20000			320000			320000
Total				320000			320000			320000

WATER-100-100

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: June 15, 2010
COUNCIL MEETING TIME: 7:00 PM**

ITEM TITLE OR DESCRIPTION:

Carry over 2009-2010 budgeted funds allocated for Westminster library expansion, planning and design.

BACKGROUND OR HISTORY:

A portion of these funds are committed in a parcel exchange to accommodate future expansion of the library in Westminster, according to the OCPL system five-year capital plan. We are working with the City of Westminster and an adjoining property owner to accomplish this task. The balance of these funds are allocated to space programming and design for expansion, subject to grant or other funding at a later date.

SPECIAL CONSIDERATIONS OR CONCERNS:

None

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: N/A

STAFF RECOMMENDATION:

Approve carryover.

FINANCIAL IMPACT:

None

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

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

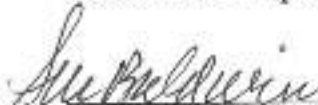
ATTACHMENTS

Multi-party Letter of Intent, Exhibit "A" sketch of proposed library expansion, and Exhibit "B" depicting property to be exchanged according to the agreement. All subject to defined contract(s) and further Council approval.

Reviewed By/ Initials:


_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:



Department Head/Elected Official

Approved for Submittal to Council:



Scott Moulder, County Administrator

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

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

Oconee County GIS Parcel Viewer

Find a Parcel Find Address

Results:

Map Contents

- Parcel/Parcel
- Roads (with names)
- Roads
- Medium Roads
- Major Roads
- Contours
- Parcels
- Municipalities
- Soils
- Water
- Oconee County Boundary
- Surrounding Counties
- Topography 2009 67h
- Topography 2009 17h

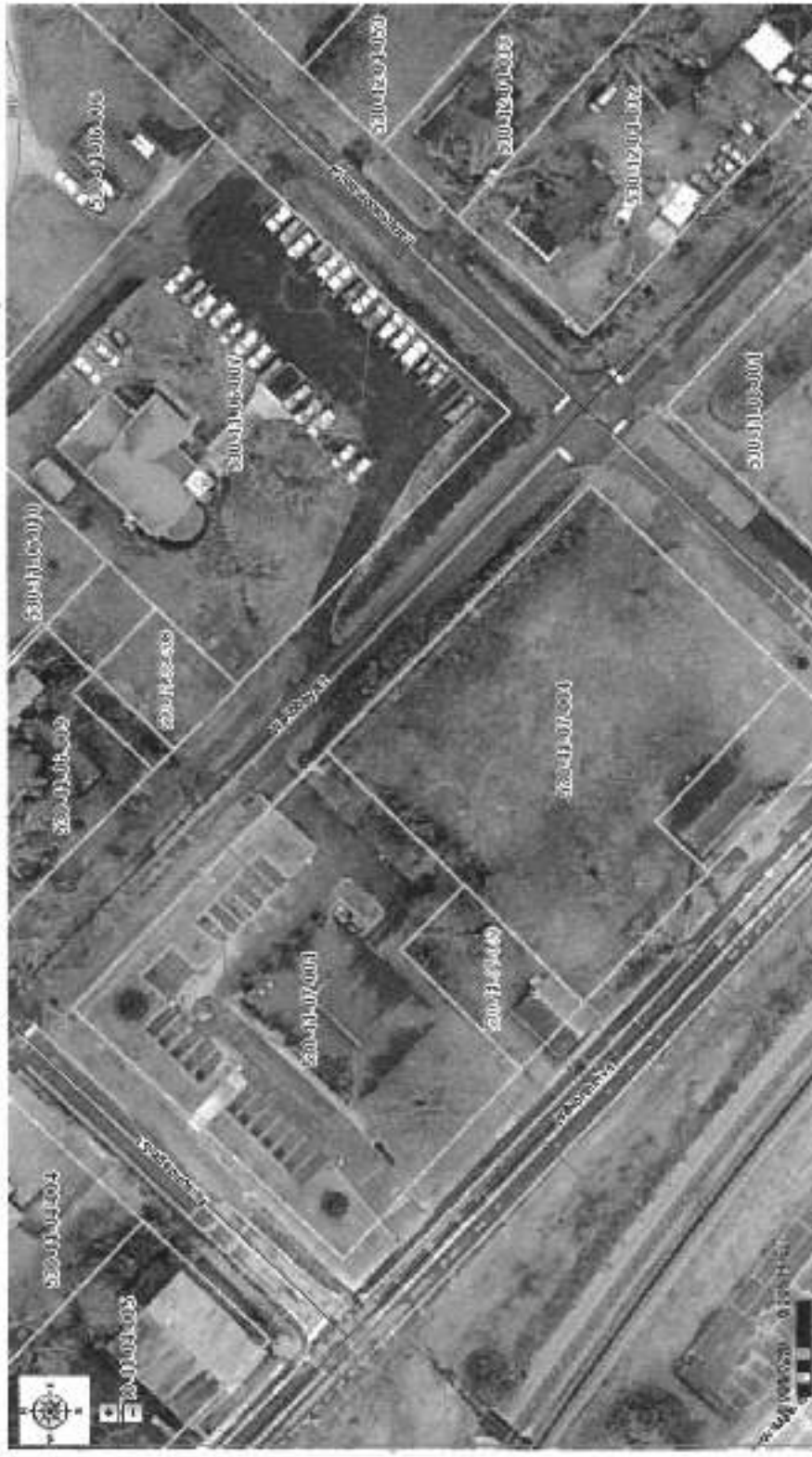
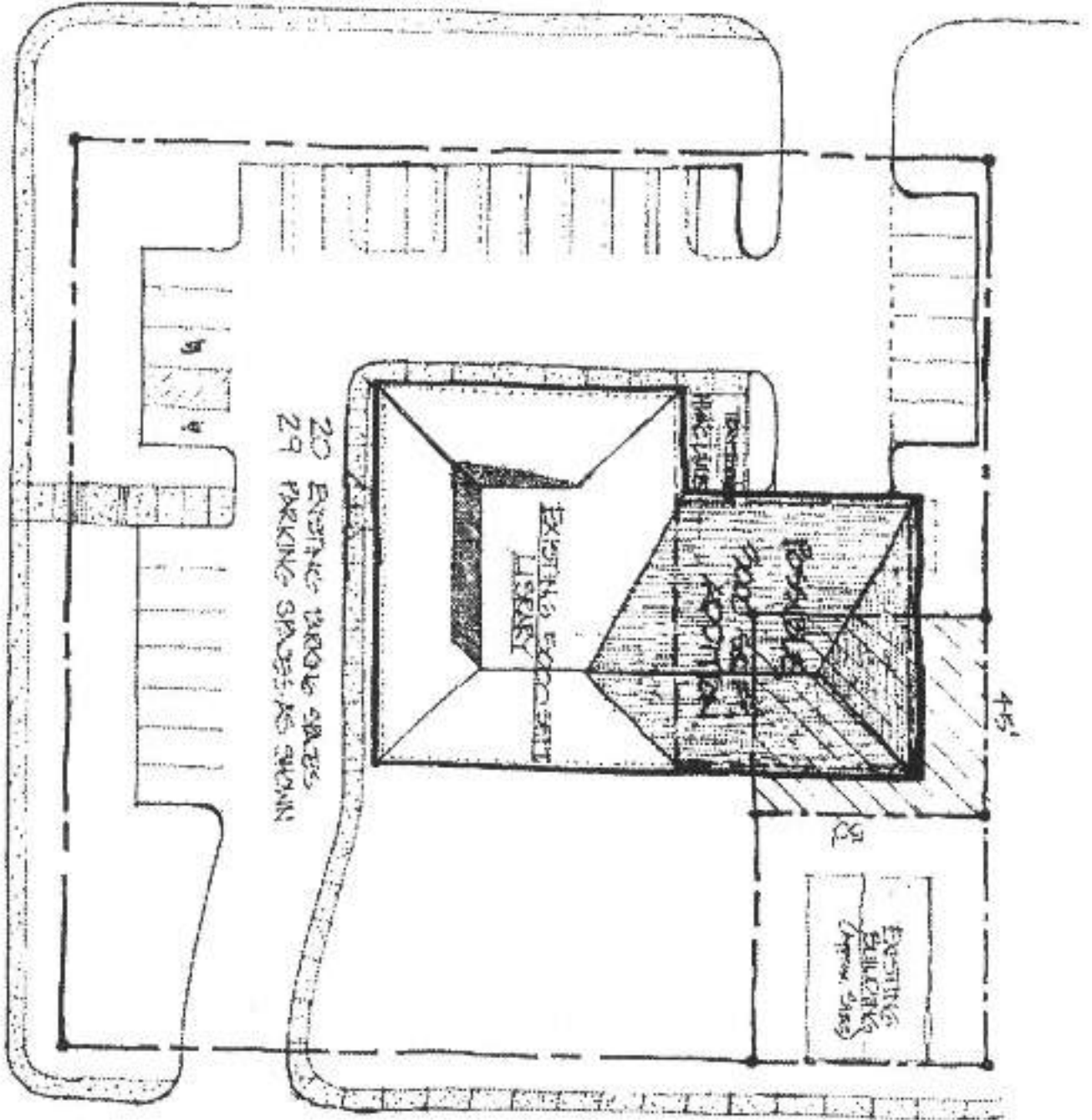


EXHIBIT "A"

W. ABBEY ST.



NORTH AVE.

EXEMPTION FROM REVIEW PROCESS
 This plat is a RESURVEY of an existing lot of record with no changes to existing lot lines.
 X: A. J. Cooper
 SC attorney, Registered Survey or Engineer
 Printed name: R. JAY COOPER
 Lic. Cert. or Bar # S. C. 4682

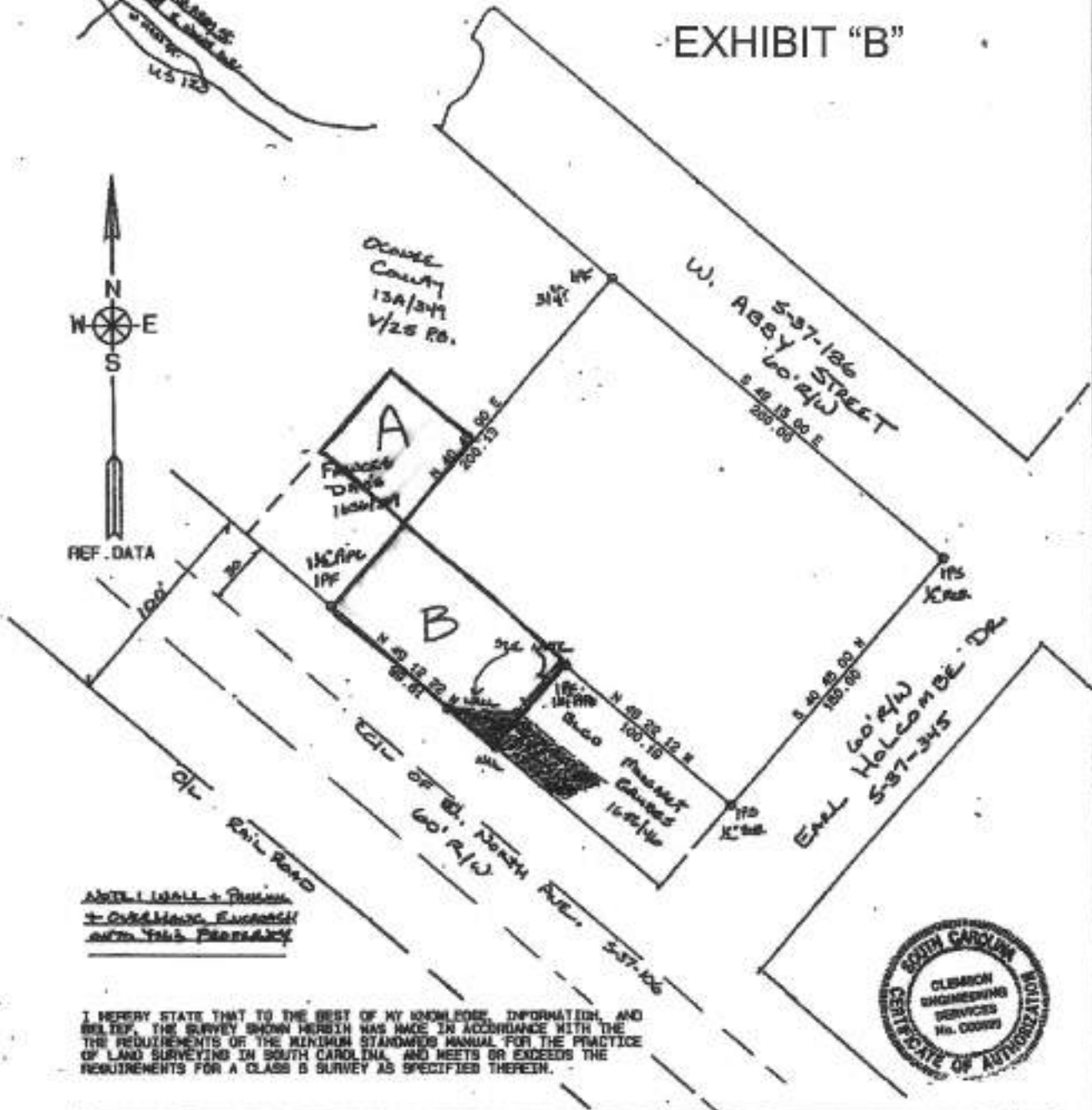
LINE	BEARING	LENGTH
A	S 40 45 00 W	50.00



EXHIBIT "B"



REF. DATA



NOTE: I WALL + FENCE
+ Additional Easement
on this Property

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREBIN WAS MADE IN ACCORDANCE WITH THE TIRE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN.



CLEMSON ENGINEERING SERVICES	
ACREAGE - .80 (DMD) PLAT OF UNBALANCED TRAVERSE PRECISION OF FIELD SURVEY - 1:10000 SCALE 1 IN. = 50 FT. 	DATE: SEPTEMBER 11, 2009 STATE OF SOUTH CAROLINA COUNTY OF OCONEE TOWNSHIP OF TUGALOO ON E. NORTH AVE. & W. ABBEY ST. T.M. 530-11-07-004
PLAT PREPARED FOR City of Westminster	AREA WAS CALCULATED BY THE GND METHOD R. JAY COOPER P.E. & L.S. 4682 PHONE 864-264-2573

PROPERTY SUBJECT TO ANY AND ALL RIGHTS-OF-WAY, EASEMENTS, OR RESTRICTIONS OF RECORD.
 REF. PLAT BC. V PG. 25 FIELD MARK BY CARTER-COOPER

Three-Party Letter of Intent

For Public Purpose

DRAFT

This Letter of Intent (hereafter "Agreement") is entered into in South Carolina effective June ____, 2010 is by and between the following parties:

Party of the First Part = **Oconee County** (Oconee County Public Library);

Party of the Second Part = **Francis C. Davis, et al**; and

Party of the Third Part = **City of Westminster**.

WHEREAS, Party of the First Part desire to expand library facilities (see illustration attached as Exhibit "A") commonly known as the Westminster branch of the Oconee County Public Library (hereafter "Westminster Library"); and

WHEREAS, Party of the Second Part owns certain property adjoining the Westminster Library, a portion of which is desired or required for expansion of the Westminster Library; and

WHEREAS, Party of the Third Part owns property adjoining property of the Party of the First Part and of the Party of the Second Part, and has agreed to the benefit of all parties to act as an intermediary and facilitator to accomplish mutual goals.

NOW, THEREFORE, for and in consideration of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Property Exchange. Without consideration on either part, other than this Agreement, the Party of the Second Part shall exchange "Parcel A" (see illustration attached as Exhibit "B") to Party of the Third Part's "Parcel B." Parcel "A" is approximately 50 feet wide and 45 feet deep, and Parcel "B" is approximately 100 feet wide and 50 feet deep, all subject to exact survey and prior and further approval by all parties to this Agreement.
2. Property Transfer. Once the Party of the Third Part becomes owner of Parcel "A," then the Party of the Third Part shall deed the parcel without consideration to the Party of the First Part, with the stipulation that Parcel "A" is transferred to Party of the First Part for use and expansion of the Westminster Library.
3. Closing/Closing Costs. It is understood that the property exchange between Party of the Second Part and Party of the Third Part be a tax deferred exchange under IRS Code Section 1031, and all parties agree to reasonably cooperate with the Party of the Second Part in this effort. The closing(s) anticipated under this Agreement shall be contemporaneous, and all reasonable and customary costs of these transactions shall be paid by Party of the First Part.
4. Counsel. Each party is responsible for their own representation regarding legal, accounting and effects related to transactions occurring under this Agreement. Each party holds the other harmless from any claim beyond this Agreement and quality of title.
5. Further Approval. It is understood that the Party of the Second Part share joint ownership with two minority parties, holding ten percent (10%) interest each. The success of this transaction is conditioned upon those parties cooperation as required to complete the intent of all parties of this Agreement. In addition, the contract(s) to be developed resulting from this Agreement are subject to advance review and approval by each party's legal counsel. Action by the Party of the

First Part and the Party of the Third Part is subject to advance review and approval of their respect governing council.

6. Timing. It is the intent of the parties that the survey and detailed contracts, as required, be completed and fully executed on or before August 31, 2010, with the transaction(s) completed and closed within thirty (30) days thereafter.

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

WITNESSES:

Party of the First Part:

OCONEE COUNTY PUBLIC LIBRARY

BOARD OF TRUSTEES

William J. "Biff" Kennedy, Chairman

Party of the Second Part:

FRANCIS C. DAVIS, et al

Francis C. Davis

Party of the Third Part:

CITY OF WESTMINSTER

David Smith, Administrator

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: June 15, 2010
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Approve Council Chairman's action to direct the Administrator to authorize emergency repairs to the TelSmith 52 Cone Crusher which is a portion of the tertiary crushing plant located at the Oconee County Rock Quarry.

BACKGROUND OR HISTORY:

This equipment is approximately nine (9) years old, has processed about 4,600,000 tons of rock. In this time period, the quarry has produced and sold approximately \$32,276,532.00 in products. The crusher is integral to the crushing process. Loss in production is potentially \$15,000.00 for each day the plant is down. County operations and local vendors who depend on our products could be negatively impacted as stockpiles are exhausted.

SPECIAL CONSIDERATIONS OR CONCERNS:

An inspection of the cone crusher revealed failing upper and lower thrust bearings. We have been advised by an authorized TelSmith repair center that the best case scenario is approximately two (2) weeks down time at an approximate cost of \$50,000.00 or less. The worst case scenario could be four (4) to six (6) weeks down time and a repair cost of \$100,000.00. The cost of a new 52 cone crusher is approximately \$440,000.00. A used crusher cost approximately \$330,000.00 and either could be delivered in approximately one (1) week.

STAFF RECOMMENDATION:

Repair the cone crusher as soon as possible not to exceed \$100,000.00

FINANCIAL IMPACT:

We believe that the unexpended portion of our 2009-2010 will cover all, or most of, this expenditure. If not, funds are available in the Rock Quarry investment account.

ATTACHMENTS:

Submitted or Prepared by:

(Department Head/Elected Official)

Approved By:



Scott Moulder, Oconee County Administrator


Reviewed By/ Initials:

_____ County Attorney


_____ Finance

_____ Other

C: Clerk to Council



Oconee County
Rock Quarry



D. Richard Martin
Quarry Manager

Oconee County Rock Quarry
686 Rock Crusher Road
Wahalla, SC 29691

Phone: 864-638-4214
Fax: 864-638-4215

E-mail:
quarry@oconeesc.com

June 4, 2010

Mr. Scott Moulder, Oconee County Administrator

Subject: Rock Quarry - 52 Cone Crusher Down

Dear Mr. Moulder;

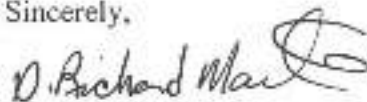
Please accept this letter as written confirmation of the facts we discussed by telephone this morning.

Upon start-up of the crushing plant, abnormal sounds were heard from within the main frame of the TelSmith 52 cone crusher. Closer inspection revealed that the upper and lower thrust bearings were failing. Continued operation of this equipment will result in higher repair costs and extended down time.

We have been advised that the best case scenario is two (2) weeks, or less, down time and \$50,000.00 or less in repair costs. The worst case scenario could be four (4) to six (6) weeks down time and a repair cost of \$100,000.00 or more.

This equipment is nine (9) years old and has processed approximately 4,600,000 tons of rock. In that time period, the quarry has produced and sold \$32,276,532.00 in products.

Sincerely,



D. Richard Martin
Quarry Manager

DRM/pm



**The Capital City Machine
Shop Inc.**

P.O. BOX 47938
ATLANTA, GA. 30362
770-447-9545
charlotteb@capitalcitymachine.com

Rick Martin

Oconee County Rock Quarry

415 South Pine St.
Walhalla, SC 29692

Re: Telsmith Crusher, Model 52, SN#202M10182

We received the above mentioned Telsmith crusher for inspection and repair from the Oconee Co. Rock Quarry.

We disassembled, cleaned and inspected all parts. The crusher has been very well maintained over the years, as is attested to by the minimum amount of machine work needed. The machine repair of the piston ring bore is a result of normal wear and tear on moving parts.

The wear parts that needed replacing were also a result of normal wear and tear. Most crushers do not get the longevity out of their parts as these have.

No abuse or misuse of the crusher or parts was evident in our inspection and repair of this crusher.

Rick, we appreciate the opportunity to work with you and Oconee County on your machinery and equipment needs. We look forward to working with you in the future.

Sincerely,



Charlotte M. Brown
President
The Capital City Machine Shop Inc.

W/PO.# 6/11/10 TCS

PURCHASE ORDER

BILL TO:

OCONEE COUNTY
15 SOUTH PINE STREET
WALHALLA SC 29691

PURCHASE ORDER NO: 47446
This PO number must appear on all packages
and correspondence

1 of 1

PHONE: 864-638-4141 FAX: 864-638-4142

VENDOR: 82866

CAPITAL CITY MACHINE SHOP, INC.
6100 ROSS ROAD
DORAVILLE GA 30340

SHIP TO:

ROCK QUARRY
686 ROCK QUARRY ROAD
WALHALLA SC 29691

864-638-4214

COPY

Notes to Vendor:

Order Date: 06/11/2010 Date Required: 06/30/2010 Ship Via: BEST WAY

Quantity	U/M	Catalog No	Description	Unit Price	Total
1.00	EA		MACHINE WORK AND REPAIR TO 52 TELSMITH CONE CRUSHER 37-U S/N 202M10182	52,000.000	52,000.00

PO NOT TO EXCEED \$52,000.00 WITHOUT PRIOR
WRITTEN APPROVAL FROM THE PROCUREMENT
DEPARTMENT

ATTN: CHARLOTTE BROWN

SubTotal	52,000.00
Sales Tax	0.00
Order Total	52,000.00

Requested By: RICK MARTIN

Account Distribution

REV	APPRV.	ACCOUNT NUMBER	AMOUNT	REV	APPRV.	ACCOUNT NUMBER	AMOUNT
TS	TS	017-719-30024-00000	52,000.00				

EMERGENCY REPAIR FOR 52 TELESMTIH CONE CRUSHER 37-U S.N 202M10182

NOTICE TO VENDORS: This order is given for immediate acceptance by the seller. Unless promptly notified to the contrary the purchaser will assume that the Seller accepts the order as written and that he will make prompt delivery on or before the date specified. Oconee County will pay no more than the total listed on this Purchase Order. All shipments will be F.O.B. destination unless specified on the Purchase Order. Seller shall provide a copy of the original invoice accompanied by one copy of all shipping papers. Purchaser reserves the right to cancel the entire order or any portion thereof if the Seller fails to make delivery as specified. No changes in any way shall be allowed except on written authority of the County Procurement Director.

Authorized Signature:



Tronda Spearman

COPY

From: Rock Quarry
Sent: Friday, June 11, 2010 2:19 PM
To: Tronda Spearman
Subject: 52 Cone Crusher Repair

Tonda,

On Monday, June 7, 2010 we were given a verbal quote from Charlotte Brown, owner of Capital City Machine Shop, for disassembling, machining and reassembling the Rock Quarry's Telsmith 52 Cone Crusher in the amount of \$52,000.00. She is of the strong opinion that it will be somewhat less than this amount; however, they cannot be certain until they are into the repair work.

A requisition has been sent.

If you need anything further, please let us know.

Thank you,
Rick/pam

4/10/10 ~~used money~~
and gave P.O.#
TCS

PURCHASE ORDER

BILL TO:

OCONEE COUNTY
15 SOUTH PINE STREET
WALHALLA SC 29691

PURCHASE ORDER NO: 47440

This PO number must appear on all packages
and correspondence

1 of 2

PHONE: 864-638-4141

FAX: 864-638-4142

VENDOR: 9010

INTERSTATE EQUIPMENT CO.
122 GARDENERS TERRACE RD
WEST COLUMBIA SC 29172

SHIP TO:

ROCK QUARRY
686 ROCK QUARRY ROAD
WALHALLA SC 29691

864-638-4214

COPY

Notes to Vendor:

Order Date: 06/11/2010

Date Required:

Ship Via:

Quantity	U/M	Catalog No	Description	Unit Price	Total
1.00	EA		TEL 13D18 SEAL	45.780	45.78
1.00	EA		TEL E-272-333 PISTON RING-INNER	1,453.450	1,453.45
1.00	EA		TEL LA-272-2338 RATARY SEAL RING	15,229.670	15,229.67
1.00	EA		TEL CA-272-2338 SNAP RING	250.140	250.14
9.00	EA		TEL 27L87 LOCKWASHER 3/4	1.000	9.00
1.00	EA	1	TEL C-18-1136 CUT BEVEL PINION	7,793.500	7,793.50
1.00	EA		TEL CA1-272-2303 LINER	3,137.190	3,137.19
1.00	EA		TEL CC-272-1538 PISTON RING	2,389.740	2,389.74
1.00	EA		TEL DV-17-26-PIN 1/2 X 1 1/2	20.880	20.88
35.00	EA		TEL 12E52 BABBITX	9.710	339.85
9.00	EA		TEL JA-272-2338 WASHER	56.140	505.26
1.00	EA		TEL J-272-339 GASKET OIL GUARD	1.990	1.99
1.00	EA		TEL A-272-332 KEY 1X2X2.65 W/HOLE	41.390	41.39
9.00	EA		TEL 10E16 SCHS 3/4 X 1-3/4	7.430	66.87
2.00	EA		TEL 10E20 CUP BEARING	204.510	409.02
1.00	EA		TEL AA-272-2338 SLEEVE OUTER 52	4,734.250	4,734.25
1.00	EA		TEL AB-272-2339 ECCENTRIC, 52	18,599.350	18,599.35
1.00	EA		TEL HA-272-2338 SLEEVE INNER, 52	4,404.420	4,404.42
2.00	EA		TEL 10E18 THRUST ROLLER BEARING	8,287.490	16,574.98
2.00	EA		TEL 10E19 CONE ROLLER	296.950	593.90
22.00	EA		TEL 10P71 BAKELITE 1X1/8X48	13.820	304.04
1.00	EA		FREIGHT	600.000	600.00
				SubTotal	77,504.67
				Sales Tax	0.00
				Order Total	77,504.67

Requested By: PAM McCALL

PURCHASE ORDER

BILL TO:

OCCONEE COUNTY
115 SOUTH PINE STREET
WALHALLA SC 29691

PURCHASE ORDER NO: 47440

This PO number must appear on all packages
and correspondence

2 of 2

PHONE: 864-638-4141

FAX: 864-638-4142

VENDOR: 9010

INTERSTATE EQUIPMENT CO.
122 GARDENERS TERRACE RD
WEST COLUMBIA SC 29172

SHIP TO:

ROCK QUARRY
686 ROCK QUARRY ROAD
WALHALLA SC 29691

864-638-4214

COPY

Notes to Vendor:

Order Date: 06/11/2010

Date Required:

Ship Via:

Quantity	U/M	Catalog No	Description	Unit Price	Total
Account Distribution:					

REV	APPRV. ACCOUNT NUMBER	AMOUNT	REV	APPRV. ACCOUNT NUMBER	AMOUNT
TS	TS 017-719-30024-00000	77,504.67			

PARTS TO REPAIR 52 CONE CRUSHER 37-U S/N 202M10182 - "EMERGENCY REPAIR"

NOTICE TO VENDORS: This order is given for immediate acceptance by the seller. Unless promptly notified to the contrary the purchaser will assume that the Seller accepts the order as written and that he will make prompt delivery on or before the date specified. Oconee County will pay no more than the total listed on this Purchase Order. All shipments will be F.O.B. destination unless specified on the Purchase Order. Seller shall provide a copy of the original invoice accompanied by one copy of all shipping papers. Purchaser reserves the right to cancel the entire order or any portion thereof if the Seller fails to make delivery as specified. No changes in any way shall be allowed except on written authority of the County Procurement Director.



Authorized Signature:

White-Vendor Copy, Pink-Procurement Copy, Yellow-Accounts Payable Copy, Goldenrod-Dept Receiving Copy

OCONEE COUNTY REQUISITION

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

SECTION 1: GENERAL INFORMATION & DEPT HEAD SIGNATURE

(to be filled out & signed by initiating dept)

DATE: 06/10/10 INITIATING DEPT: Rock Quarry

BUDGET CODE: 017 - 719 - 30024

AMOUNT APPROVED IN BUDGET CODE(S) ABOVE FOR THIS PURCHASE \$ Oconee County Pro **SECTION 3: GRANTS USE ONLY**

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

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

DELIVERY INSTRUCTIONS Capital City Machine, 8700 Ross Road, Doraville GA 30040

BY SIGNING BELOW, I CERTIFY THE FOLLOWING:

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

Sam McCall
DEPARTMENT HEAD SIGNATURE (or approved designee)

SECTION 2: OTHER REQUIRED SIGNATURES

RECEIVED

JUN 11 2010
Dept. Engineer, Communications,
etc. as to technical content

Shirley Price
Funds Certification by the
Finance Office

NAME OF GRANT:

DEADLINE TO SPEND FUNDS:

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

Are there any special bidding requirements? yes no

Grants Administrator

BIDDER #1		BIDDER #2		BIDDER #3		
QTY.	Unit of Measure	Description	Unit Price	TOTAL	Unit Price	TOTAL
1	EA	TEL 13D16 SEAL	45.78	45.78	0.00	0.00
1	EA	TEL E-272-333 PISTON RING-INNER 29.5 OD	1,453.45	1,453.45	0.00	0.00
1	EA	TEL LA-272-2338 RATARY SEAL RING	15,229.67	15,229.67	0.00	0.00
1	EA	TEL CA-272-2338 SNAP RING	250.14	250.14	0.00	0.00
9	EA	TEL 27L87 LOCKWASHER 3/4	1.00	9.00	0.00	0.00
Subtotal Page 1			\$	16,988.04		
Subtotal			\$	69,916.83	0.00	0.00
Freight (if applicable)			\$	600.00	0.00	0.00
Sales Tax Exempt					0.00	0.00
GRAND TOTAL			\$	77,504.67	\$0.00	\$0.00

PROCUREMENT OFFICE USE ONLY:

Issued To: Interstate Equip. Copy of PO to: _____

PO# 8538 47440

Ordering Instructions: FAX MAIL DEPT E-MAIL

COPY

OCONEE COUNTY REQUISITION - (continuation of requisition)

This form shall only be used to list additional items that do not fit on the "Oconee County Requisition" form if using this form submit it with the "Oconee County Requisition" form

BY SIGNING BELOW, I CERTIFY THE FOLLOWING:

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

Sam McCall

DEPARTMENT HEAD SIGNATURE (or approved designee)

		BIDDER #1		BIDDER #2		BIDDER #3	
Company Name:		Interstate Equipment					
Person Quoting:		Mike Dodson					
Phone Number:		803-794-7400					
Fax Number:		803-739-0869					
Delivery Time:		2 Weeks					
Notes:		Authorized Dealer letter					
QTY.	Unit of Measure	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL
Attach detailed descriptions on a separate page							
1	EA	7,793.50	7,793.50	-	-	-	-
1	EA	3,137.19	3,137.19	-	-	-	-
1	EA	2,389.74	2,389.74	-	-	-	-
1	EA	20.88	20.88	-	-	-	-
35	EA	9.71	339.85	-	-	-	-
9	EA	56.14	505.26	-	-	-	-
1	EA	1.99	1.99	-	-	-	-
1	EA	41.39	41.39	-	-	-	-
9	EA	7.43	66.87	-	-	-	-
2	EA	204.51	409.02	-	-	-	-
1	EA	4,734.25	4,734.25	-	-	-	-
1	EA	18,599.35	18,599.35	-	-	-	-
1	EA	4,404.42	4,404.42	-	-	-	-
2	EA	8,287.49	16,574.98	-	-	-	-
2	EA	296.95	593.90	-	-	-	-
22	EA	13.82	304.04	-	-	-	-
PARTS TO REPAIR 52 CONE CRUSHER 37-U							
S/N 202M10182 EMERGENCY PLANT DOWN							
Subtotal			59,916.63				

Totals shall be listed on the "Oconee County Requisition" form (p.1)

Att: Ann, Rick

Page 1

COPY

INTERSTATE EQUIPMENT COMPANY
122 GARDNERS TERRACE ROAD

WEST COLUMBIA

SC 29172-2612

Account# OCONE1	Work Ord	Brc 020	Sl# 028	S A L E S O R D E R Q U O T E	Date 06-09-10	Time 11:00	Order # 74237	Page 1
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Sold To: 000
OCONEE COUNTY PURCHASING DEPT.
686 ROCK CRUSHER ROAD

Ship To:
CAPITAL CITY MACHINE-#C31713
6100 ROSS ROAD

WALHALLA

SC 29691

DORAVILLE
Ship Via

GA 30340

Entered By markf	Customer Purchase Order	Customer Contact	Ord Date 06-09-10
Model	Serial Number	Equip ID	Customer Job number Customer Phone # 864-718-1000

Ord	Ship	B/O	Mfg Part Number	Description	Bin	Unit Price	UM	Extended
1	1	Y	TEL 13D18	SEAL	N	45.78Ea		45.78
1	1	Y	TEL E-272-333	PISTON RING-INNER	N	1,453.45Ea		1,453.45
1	1	Y	TEL LA-272-2338	ROTARY SEAL RING	N	15,229.67Ea		15,229.67
1	1	Y	TEL CA-272-2338	SNAP RING	N	250.14Ea		250.14
9	9	Y	TEL 27L87	LOCKWASHER 3/4	N	1.00Ea		9.00
22	22	Y	TEL 10P71	BAKELITE 1 X 1/8 X 48	N	13.82Ea		304.04
1	1	Y	TEL C-18-1136	CUT BEVEL PINION	N	7,793.50Ea		7,793.50
1	1	Y	TEL CA1-272-2303	LINER	N	3,137.19Ea		3,137.19
1	1	Y	TEL CC-272-1538	PISTON RING	N	2,389.74Ea		2,389.74
1	1	Y	TEL DV-17-26	FIN 1/2 X 1 1/2	N	20.88Ea		20.88
35	35	Y	TEL 12E52	BABBITS	N	9.71Ea		339.85
9	9	Y	TEL JA-272-2338	WASHER	N	56.14Ea		505.26
1	1	Y	TEL J-272-339	GASKET OIL GUARD	N	1.99Ea		1.99

Total Amount

Continued

INTERSTATE EQUIPMENT COMPANY
122 GARDNERS TERRACE ROAD

COPY

WEST COLUMBIA

SC 29172-2612

Account# OCONEE1	Work Ord	Brk 020	Slrs 028	S A L E S Q U O T E	ORDER	Date 06-09-10	Time 11:00	Order # 74237	Page 2
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Entered By markf	Customer Purchase Order	Customer Contact	Ord Date 06-09-10
Model	Serial Number	Equip ID	Customer Job number Customer Phone # 864-718-1000

Ord	Ship	B/O	Mfg Part Number	Description	Bin	Unit Price	UM	Extended
1	1	Y	TEL A-272-332	KEY 1X2X2.65 W/HOLE	N	41.39Ea		41.39
9	9	Y	TEL 10E16	SCHS 3/4 X1-3/4	N	7.43Ea		66.87
2	2	Y	TEL 10E20	CUP BEARING	N	204.51EA		409.02
1	1	Y	TEL AA-272-2338	SLLEEVE OUTER, 52	N	4,734.25EA		4,734.25
1	1	Y	TEL AB-272-2339	ECCENTRIC, 52	N	18,599.35Ea		18,599.35
1	1	Y	TEL BA-272-2338	SLLEEVE INNER, 52	N	4,404.42Ea		4,404.42
2	2	Y	TEL 10E18	THRUST ROLLER BEARING	N	8,287.49Ea		16,574.98
2	2	Y	TEL 10E19	CONE ROLLER	N	296.95Ea		593.90
1			FRT FREIGHT			600.00		600.00
			500	Sales Tax Number -				0.00

Total Amount

77,504.67



FOR YOUR INFORMATION
June 15, 2010

SCCWCT

South Carolina Counties Workers Compensation Trust

May 28, 2010

Mr. Gene Klugh, County Administrator
Oconee County
415 South Pine Street
Walhalla, S. C. 29691

RE: SCCWCT 2010-2011 Workers' Compensation Renewal

Dear Gene:

I want to personally thank you and Oconee County for your continued membership in, and support of, the Trust.

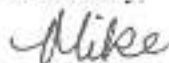
On May 27, 2010 the Board of Trustees voted to reduce the current multiplier. This one-time reduction in the multiplier will lead to a significant decrease in the contribution/premium that most members pay. As mentioned in our February 1, 2010 memo, the Board's intention in undertaking this reduction was to provide a measure of economic assistance to members in these tough financial times, while still providing a stable, secure workers' compensation program to protect county employees. Based on this decision, the Board of Trustees has determined that your estimated annual contribution for the July 1, 2010 – June 30, 2011 period is \$479,342.

Please remember that increases in your payroll will act to off set the decrease in the multiplier. Additionally, changes in your claims experience affect the County's experience modification factor which also directly impacts the contribution level that you pay. If your claims are reduced, you will see a contribution savings. If your claims increase, it will increase the contribution level that you pay into the Trust.

Enclosed you will find your county's experience modification ranking as compared to other Trust members. Experience mods greater than 1.00 indicate worse than industry average claims performance. Experience mods less than 1.00 indicate better than industry average claims experience. Please continue to support your Risk Manager to help reduce your experience mod and save you and the SCCWCT money.

Please note that this letter is not an invoice. You will be invoiced at a later date. If you have any questions concerning your 2010-2011 contribution estimate or experience modification factor, please feel free to call Pam Collins at 1-800-922-6081. As always, please call on your SCAC staff at any time.

Yours truly,



Michael B. Cone, Secretary-Treasurer

Enclosure

c: County Risk Manager/Workers' Compensation Coordinator

2010 - 2011 Experience Mod Ranking

Exp Mod	County Ranking	
0.67	1	Bamberg
0.72	2	Oconee
0.74	3	
0.77	4	
0.80	5	
0.83	6	
0.83	7	
0.86	8	
0.86	9	
0.88	10	
0.91	11	
0.91	12	
0.93	13	
0.95	14	
0.95	15	
0.95	16	
0.95	17	
0.99	18	
1.01	19	
1.03	20	
1.04	21	
1.04	22	
1.08	23	
1.08	24	
1.09	25	
1.13	26	
1.13	27	
1.16	28	
1.17	29	
1.20	30	
1.20	31	
1.20	32	
1.20	33	
1.23	34	
1.24	35	
1.26	36	
1.27	37	
1.34	38	
1.40	39	
1.63	40	
1.67	41	
1.74	42	
1.76	43	
1.09	County Average	

May 28, 2010

Thomas L. Martin

VIA HAND DELIVERY

tmartin@mcnair.net
T (864) 226-1666
F (864) 226-6400

Lewis Warren Clayton, III, Esquire
The Carpenter Law Firm, P.C.
819 East North Street, Suite 230
Greenville, South Carolina, 29601

Re: Records for Freedom of Information Act Request Regarding Rock
Quarry

Dear Mr. Clayton:

Pursuant to your request made under the South Carolina Freedom of Information Act, codified as Sections 30-4-10 et seq., Code of Laws of South Carolina, 1976, as amended (the "Act"), please find the attached one thousand nine hundred and sixty eight (1,968) copies of identifiable, non-exempt records in existence and within Oconee County's possession, as approved in Oconee County's correspondence to you, dated March 26, 2010. In addition to their normal daily duties and responsibilities in running a government, Oconee County staff has been working diligently identifying, assembling and copying records since Oconee County received your check on April 27, 2010.

As mentioned in our previous correspondence, Oconee County anticipated spending approximately sixty-eight (68) hours at an average rate of \$25.00 per hour for personnel costs to search for and copy the records. In addition, Oconee County anticipated preparing and providing approximately two thousand six hundred fifty (2,650) copies to you at a cost of 25¢ per page for a total of \$662.50. Based on those anticipated costs, you sent us a check in the amount of \$2,362.50.

The actual time spent to assemble, redact and copy the requested records was thirty six (36) hours at \$22.80 an hour, four (4) hours at \$18.06 an hour, and thirteen (13) hours at \$20.03 an hour for a total of \$1,153.43 for reimbursable personnel costs. As mentioned above, the actual number of copies being provided to you is one thousand nine hundred and sixty eight (1,968). Therefore, the total actual cost to Oconee County for responding to your request was \$1,645.43. As such, Oconee County has attached a check refunding you \$717.07, which is the difference between the estimated cost and actual cost to assemble, redact and copy the requested records.

McNair Law Firm, P.A.
501 South McDuffie Street
Anderson, SC 29604-2301

Mailing Address:
Post Office Box 1000
Anderson, SC 29602

mcnair.net

As Oconee County has noted to you in past correspondence, many of the documents you have demanded, including portions of, or all of, items 15, 16, 25, 30, 31, 41.d., and 44, are available for public review online at

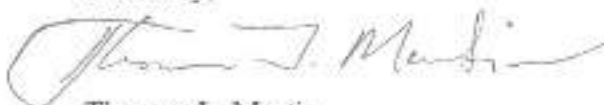
<http://www.oconeesc.com/OMB/OMBReports.html>. Also, the records you demanded in sections 1, 8, and 12 of your letter dated March 12, 2010 constitute approximately one hundred sixty thousand (160,000) pages of documents. Therefore, in lieu of providing copies of those records, Oconee County offered to make those records available for you to review during a mutually convenient time. Accordingly, the one thousand nine hundred and sixty eight (1,968) copies of records contained herein do not include the documents available for public review online or the approximately one hundred sixty thousand (160,000) pages of documents that would answer sections 1, 8, and 12 of your letter. Our offers regarding those documents remain outstanding.

Also, you have requested written confirmation if Oconee County has no responsive records with regard to a specific demand made in your letter. After review of Oconee County's files, Oconee County staff has determined that there are no identifiable records in existence or in Oconee County's possession with respect to sections 4, 19, 20, 21, 22, 24, 28, 29, 35, 36, 37, 38, 39, and 49 of your letter. Regarding section 4 of your letter, there were no times when surplus stone was not readily available, so there was no need to create a priority list. Regarding section 28 of your letter, Oconee County's accounting system does not break out the checks for the rock quarry from all the Oconee County checks in the check register. Nevertheless, the information you seek can be derived from the accounts payable report requested in section 26, which has been provided.

While Oconee County staff reviewed the records to determine whether information exempt from disclosure by the Act was contained in the records, the sheer volume of the records and Oconee County's desire to get these records to you as quickly as possible may have prevented Oconee County staff from recognizing and redacting information that would normally be redacted. Information that would normally be redacted includes, without limitation, bank account numbers, social security numbers, driver's license numbers, telephone numbers, and home addresses. Accordingly, we respectfully request that you not disclose or disseminate any records which may contain such information or allow for such information to be disclosed or disseminated.

Thank you for your consideration of this request and for your interest in Oconee County and its matters.

Sincerely,



Thomas L. Martin

Enclosures: As Noted

cc: Mr. Reg Dexter, Chairman, Oconee County Council (without enclosures)
Members, Oconee County Council (without enclosures)
Mr. J. Eugene Klugh (without enclosures)