



# Public Comment SIGN IN SHEET

October 18, 2016 ~ ~ ~ 6:00 PM

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

**PLEASE PRINT**

	<b>FULL NAME</b>	<b>PURPOSE OF COMMENT</b>
1	Andrea Toussaint	Presenting petition for SROs.
2	Kristen Stevenson	Burns Mill Rd Rezoning
3	Jessica Owens	Supporting petition for SROs
4	Suzie Cornelius	Waterline Relocation
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.


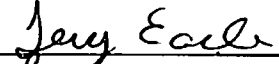

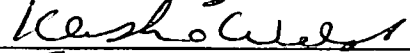

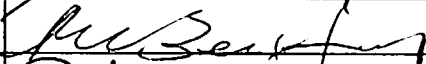




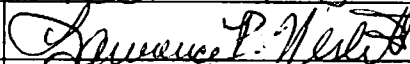
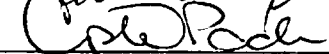

**Petition for School Resource Officers in all Oconee County Elementary Schools**

We, voters and citizens of Oconee South Carolina, request School Resource Officers (SROs) in each of the 10 elementary schools in our County. We request that they are employees of the Oconee County Sheriff's Department, so that they can all have the same training and can easily move from school to school based on need. We realize this will take funding and acknowledge that County Council can pay for this with a 1.5 millage increase, which means that for a residential home valued at \$100,000 the tax will be increased by \$4.40, personal vehicles tax increase is \$2.25. SROs increase safety, teach children about drug prevention, "stranger danger", unwanted touch, and bullying. These officers are building relationships with children that will strengthen our community.

	Printed Name	Address	Signature
1	JAMES P JONES	601 Bryant Crossing <sup>29196</sup>	[Signature]
2	DORIS M LOPEZ	208 Deerwood Trl	[Signature]
3	BARBARA MARTIN	525 <del>Almond</del> <sup>W. Columbus</sup>	[Signature]
4	TIM SWIDER	140 Spoon Rd	[Signature]
5	HEATHER HUNTER	106 Nanna Ln <sup>Seneca, SC 29178</sup>	[Signature]
6	BEVERLY DUNCAN	139 Woody TERRY Rd. <sup>29688</sup>	[Signature]
7	JANICE ROCHESTER	198 Williams Farm Rd <sup>Westminster</sup>	[Signature]
8	JUAN P ROMERO	771 Cambellbridge Rd	[Signature]
9	DANIELLE FANBERG	407 E. Sunset Strip <sup>29172</sup>	[Signature]
10	BRIVE HOWARD	101 WIEUKA Ctr	[Signature]
11	RENEE ANDERSON	1221 Hwy 182 Fair Play	[Signature]
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	Printed Name	Address	Signature
1	Teresa Gouchine	PO Box 422	
2	Terry Earle	Seneca SC	
3	Linda Gibson	812 Rolling Hills	
4	Keisha Wilson	Seneca SC	
5	Tim Hollad	Seneca SC	
6	BENTLEY, RAYMOND	8034 Utica St Seneca SC	
7	Bob Williams	564 Campbell bridge rd.	
8	DAMIAN FURTT	465 William fern Rd	
9	Phil Wright	PO Box 1121 Seneca	
10	Deborah Greene	612 Friendship Rd Seneca SC 29168	
11	LAWRENCE NESBITT	302 RICK KELLEY LN	
12	Cate Pad	1029 Villa Lane	
13	Michelle Gilbert	708 S. Fairplay St	
14		Seneca SC 29167	
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	Printed Name	Address	Signature
1	Ariyana Byers	012 Friendship Road <sup>Seneca</sup>	Ariyana Byers
2	Letricia Grant	308 S. Townville St. <sup>Seneca</sup>	Letricia Grant
3	Brittany Moore	4 Oak Dr <sup>Seneca</sup>	Brittany Moore
4	Latrina Jenkins	225 Savannah Dr. <sup>Seneca SC 29678</sup>	Latrina Jenkins
5	Denise Wright	PO Box 1124 Seneca	wrightb061@aol.com
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# \*Please Sign\*

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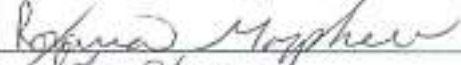
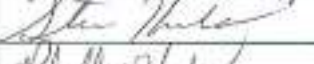
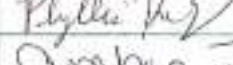
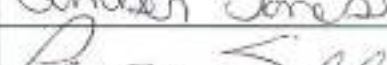

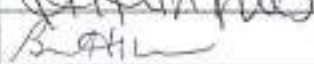
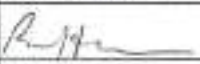
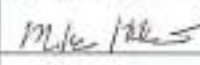
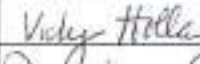
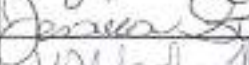
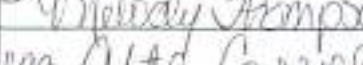
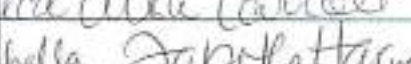

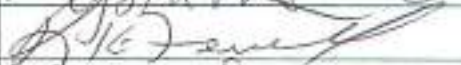
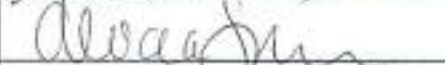

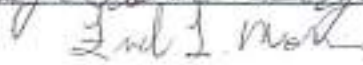


We, voters and citizens of Oconee South Carolina, request School Resource Officers (SROs) in each of the 10 elementary schools in our County. We request that they are employees of the Oconee County Sheriff's Department, so that they can all have the same training and can easily move from school to school based on need. We realize this will take funding and acknowledge that County Council can pay for this with a 1.5 millage increase, which means that for a residential home valued at \$100,000 the tax will be increased by \$4.40, personal vehicles tax increase is \$2.25. SROs increase safety, teach children about drug prevention, "stranger danger", unwanted touch, and bullying. These officers are building relationships with children that will strengthen our community.

	Printed Name	Address	Signature
1	Priscilla Lanning	244 Friendship Rd Seneca SC 29678	Priscilla Lanning
2	Eva McGowan	341 Cherokee Lake Rd Tamassee, SC 29686	Eva McGowan
3	Michele Eller	184 Fairfield Rd Walhalla SC 29691	Michele Eller
4	Elaine Rankin	150 Raven Path Dr. Mountain Rest, SC 29664	Elaine Rankin
5	Heath Manley	310 Tokenna Sunset Ln Seneca SC 29677	Heath Manley
6	Emily Manley	310 Tokenna Sunset Lane Seneca SC 29678	Emily Manley
7	Rebecca E. Maciejewski	265 Smith Dairy Rd. Westminster SC 29693	Rebecca E. Maciejewski
8	Kendra Vincent	225 Fendley Rd. Westminster SC 29693	Kendra Vincent
9	BEVERLY CAIN	402 LUCKY STREET WESTMINSTER, SC 29693	Beverly M. Cain
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## Petition for School Resource Officers in all Oconee County Elementary Schools

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	Printed Name	Address	Signature
1	Nathan KERS	120 Breezewood Dr	
2	TIM BELKNAP	211 RISOR RD GUILFORD	
3	Roxanna Morpheus	35 lonsdale St	
4	STEVE KELLY	201 JANA Dr	
5	Phyllis Kelly	201 JANA Dr	
6	Amber Jones	329 Holloway St.	
7	PEGGY SIBBETT	102 STOUDEMIRE	
8	Caitlin Kee	120 Breezewood Dr	
9	Brianna Keith	132 N Blackjack Rd	
10	Bradley Keith	132 N Blackjack Rd	
11	Mike Holland	160 Miller Farm Rd	
12	Vicky Holland	" " " "	
13	Jessica Suttles	9850000 Bricard rd	
14	Melody Thompson	530 Circle A Farm Seneca	
15	Alta Carroll	1014A Friendship Rd Seneca Alta Carroll	
16	Tabetha Harvey	155 Country Acres Rd Wallhalla	
17	Crystal Marcengill	407 Rick Kelley Ln Seneca	
18	Rena Ferrell	105 Triangle Dr Seneca	
19	Alisa Swain	175 Swain Ln FairPlay	
20	Thera Edger	1516 Hwy 182 Fair Play	
	2/ FRANK & Madeline	568 Park St De Talton	

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	Printed Name	Address	Signature
1	Michelle Smith	125 Young Acres Dr.	Michelle Smith
2	Ronnie James	421 E. Main St. <sup>West</sup> Union	Ronnie James
3	Terri Smith	358 Brewer Rd Walthalla	Terri Smith
4	Keri Rogers	400 bestler S. Rd	Keri Rogers
5	CHARLES A. LONG	351 PICKETT RD	Charles A. Long
6	Olanna Porter	111 Oakmont Two dr. 29696	Olanna Porter
7	Mary Alice Waldt	637 Faircrest West Union	Mary Alice Waldt
8	Dawn N. Burrell	207 Raven Dr Walthalla	Dawn N. Burrell
9	CINDY WILSON	P.O. Box #23, Salem	Cindy Wilson
10	Daglas Lee	110 N. Lindry Pt Union	Daglas Lee
11	Wilma Neal	325 Apphia Dr	Wilma Neal
12	GREG TICHENOR	521 SENECA DRIVE SENECA, SC 29678	Greg Tichenor
13	Holli Lowe	608 Overlook Court Walthalla, SC 29691	Holli Lowe
14	Matt Lowe	608 Overlook Ct. Walthalla, SC 29691	Matt Lowe
15	Donna Thompson	332 Sessame St. Walthalla SC 29691	Donna Thompson
16	Randy Thompson	332 Sessame St Walthalla, SC 29691	Randy Thompson
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	Printed Name	Address	Signature
1	Lois Martin	OCPK	Lois Martin
2	Todd Barnett	329 Holloway St	Todd Barnett
3	Kathy McKee	433 Retreat Ch	Kathy McKee
4	Loide Martinez	241 Friendship rd.	Loide Martinez
5	Hannah Hendrick	120 Lindasdrive	Hannah Hendrick
6	Bendon Moody	861 Doyle St.	Bendon Moody
7	Jordan Haley	393 Snow creek rd	Jordan Haley
8	David Brucke	106 evergreen dr.	David Brucke
9	Steve Hiss	236 Grant Rd	Steve Hiss
10	Jenny Jones	241 MARSON STONESBORO pr.	Jenny Jones
11	Pauline Bond	908 E. Main St.	Pauline Bond
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	Printed Name	Address	Signature
1	Susan Williams	Seneca 519 Beacon Shores Drive	<i>Susan Williams</i>
2	Gloria Christopherson	Seneca 2111 Shea Lane	GLORIA CHRISTOPHERSON
3	Betty Jerry	Seneca 507, Sullwans Way	<i>Betty M Jerry</i>
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	Printed Name	Address	Signature
1	Kay R. Queen	115 E. Main	[Signature]
2	Michelle Egell	1151 Stripling Shoals Rd	M Egell
3	Mary Roy	1100 E. Main St	Mary Roy
4	Frank Johnson	401 Dalton Rd Seneca SC.	Frank Johnson
5	Karen Hart	938 Dauboon St W Union	Karen Hart
6	Merrill Whitener	10 Quail Drive Salem	Merrill Whitener
7	Dee Janice Lee	420 Creek Bottoms Walhalla, SC	[Signature]
8	J. J. Fussell	420 Creek Bottoms Pt Walhalla, SC	J. J. Fussell
9	J. J. Fussell	210 Playground Rd.	J. J. Fussell
10	Kendra Chapman	597 Chalmers Mtn Rd	Kendra Chp
11	Joyce M. Parker	181 Kawana Tr Dr. Westminster	Joyce M. Parker
12	JACQUIE R. PARKER	181 KAWANA TR DR. WESTMINSTER	Jacquin R. Parker
13	Joyce Wright	314 South Pine St. Walhalla	Joyce Wright
14	Joyce Wright	314 S Pine St + Walhalla	Joyce Wright
15	Jim Doren		
16	Jim Stroud		
17	Irish McKinney	255 Pros Mtn Rd	Irish McKinney
18	TONY GRANT	PO BOX 761 WALHALLA	[Signature]
19	Cheryl Bight	605 Walter Scott Rd	Cheryl Bight
20	Harold Bight	605 Walter Scott Lane	Harold Bight

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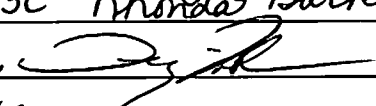
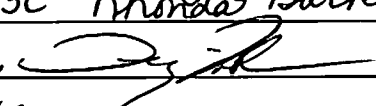
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	Printed Name	Address	Signature
1	JULIAN DAVIS	West Union	
2	Donald Bickers	5075 Loringwood Ln Waltham	
3	Patricia Bickers	5095 Loringwood Ave Waltham	
4	BRENDA MANGAN	224 Creekwood Ln West Union	
5	KEVIN MANGAN	224 Creekwood Ln West Union SC	
6	James Collins	104 E South Boundary St	
7	CHRIS GRANT	Waltham SC	
8	KIRBY CAPP	431 Jumping Branch Rd	
9	Mary W. Tichenor	1852 Westminister Hwy	
10	Jared M Wilson	332 Stewart Rd.	
11	Julia R. Wilson	332 Stewart Rd	
12	Paul B. Tichenor	1852 Westminister Hwy	
13	Ben Tichenor	Seneca, SC	
14	Bernice Quarles	561 Fowler Rd, W/U	
15	Lauren Roper	347 Rocky Knoll Rd.	
16	Shane Roach	432 Hot Rod Lane	
17	Lori Owens	130 Holly Ridge Dr.	
18	Frankie Winkler	512 Burmiss Ave	
19	Kelley Weber	310 Dutch Fork Rd	
20	Cherison Roach	P.O. Box 832 West Union SC 29696	

SC 29696

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1	Tracy Tichenor	435 Coffee Rd Walthalla	Tracy Tichenor
2	Kayla Collins	104 E. S. Boundary St <sup>Walthalla</sup>	Kayla Collins
3	Betty Jo Moore	834 W. Bear Swamp Rd	Betty Jo Moore
4	Rhonda Barker	202 Bear Trail Walthalla, SC	Rhonda Barker
5	Jeremy Tichenor	435 Coffee Rd Walthalla	
6	Jan Mara	202 Evergreen Walthalla	
7	Gladys Thrift	WALTHALLA SC 1125 LATE Jemisi Rd	Gladys Thrift
8	Ruby Isbell	1071 S. Greenwich Dr.	Ruby R. Isbell
9	Billy GRAULEY	516 S SPRING ST	Billy Grauley
10	MARGARET Grayley	516 S. Spring St	Margaret Grayley
11	Geraldine FORD	345 Mt. Spg Rd <sup>West</sup> <sub>Walthalla</sub>	Geraldine Ford
12	NEIL FORD	" "	Neil Ford
13	Lisa Beadlingfield	306 Stewart Rd Walthalla, SC	Lisa Beadlingfield
14	Blease Harper	821 Crooks Farm Rd Seneca	Blease Harper
15	John D. Thomas	579 Shanty Ridge rd	John D Thomas Sr.
16	Michael J. Bonham	325 Albert's Rd Seneca	Michael J Bonham
17	Jean C. Bonham	325 Albert's Rd Seneca	Jean C. Bonham
18	Gordon Corbett	70 West Bear Swamp Rd <sup>Walthalla</sup> <sub>SC</sub>	Gordon R Corbett
19	Janet Davis	107 Dendy Woods Rd. <sup>West</sup> <sub>Juniata, SC</sub>	Janet A. Davis
20	Debbie Rukat	20 Pine Circle West Union	Deborah V. Rukat

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	Printed Name	Address	Signature
1	Chris Davis	431 Whitmore Church Road TAMMSEE, SC 29156	
2	Laura Ann Lusk	108 Silo Atley Seneca	
3	KARRY SMITH	1596 N. HWY 11 WEST WOOD	
4	Donna Potts	1195 DOYLE ST Westminster SC 29163	
5	Morgan Hollifield	110 Snow Harbor Rd. Seneca SC 29178	
6	Stephanie Norris	1112 Rooster Dr Walhalla SC 29181	
7	Matthew Norris	1112 Rooster Dr Walhalla SC 29181	
8	millie Guillot	539 Theo Matford Westminster SC 29160	
9	Ann Beatty	140 Branica Ln. Seneca SC 29179	
10	Michael Guillet	426 Forest Acres Cir Walhalla SC 29181	
11	Jessica Griffin	488 Pawnee Dr. Walhalla	
12	Kayla Collins	150 Coffee Lake Dr. Walhalla SC 29181	
13	Samantha Dunaway	159 Coffee Lake Dr. Walhalla	
14	Tosha Derrick	248 Delta Dr. Westminster SC 29163	
15	Scotty Derrick	248 Delta Dr. Westminster	
16	Donna Burgess	270 N. Little River Rd	
17	Beth Cannon	1128 Kare Fre Blvd Westminster	
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**Petition for School Resource Officers in all Oconee County Elementary Schools**

We, voters and citizens of Oconee South Carolina, request School Resource Officers (SROs) in each of the 10 elementary schools in our County. We request that they are employees of the Oconee County Sheriff's Department, so that they can all have the same training and can easily move from school to school based on need. We realize this will take funding and acknowledge that County Council can pay for this with a 1.5 millage increase, which means that for a residential home valued at \$100,000 the tax will be increased by \$4.40, personal vehicles tax increase is \$2.25. SROs increase safety, teach children about drug prevention, "stranger danger", unwanted touch, and bullying. These officers are building relationships with children that will strengthen our community.

	Printed Name	Address	Signature
1	Megan Thomas	467 East Crescent Dr	Megan Thomas
2	Jenna Steele	401 W. Quincy Rd.	Jenna Steele
3	Molly Kelley	801 Ploma Dr.	Molly Kelley
4	ASHLEY ARCHER	1634 COFFEE RD.	Ashley Archer
5	Ben Archer	1634 Coffee Rd. Westminister	Ben Archer
6	Charles Dover	601 Laurel Haven CT	Chris Dover
7	M. Eric Cope	1325 MARTIN CREEK Rd.	M. Eric Cope
8	Marcie Cope	1325 Martin Creek Rd.	Marcie Cope
9	Elise Collins	941 Barnwood circle	Elise Collins
10	Adam Bernshansen	257 Kelly Mill rd. Seneca	Adam Bernshansen
11	Tonya Johnson	112 Winterbrook Cir. Seneca	Tonya Johnson
12	Jena Herr	885 Jaimica Ln Seneca SC	Jena Herr
13	Sarah Kyle	1505 boddard Ave	Sarah Kyle
14	Lynola Scott	Central SC	Lynola Scott
15	Kathy Haltiwanger	126 Rocky Farm Rd. Seneca	Kathy Haltiwanger
16	Kevin Terry	311 Greenwich Dr Seneca SC	Kevin Terry
17	Kimberly Terry	"	Kimberly Terry
18	Wyatt Bernshansen	257 Kelly Mill RD	Wyatt Bernshansen
19	Andrea Goodloe	3055 Forest Drive Seneca	Andrea Goodloe
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	Printed Name	Address	Signature
1	Kathy Stewart	357 Hemlock Dr.	Kathy Stewart
2	Lisa Whisnant	606 Laurel Haven	Lisa Whisnant
3	Evon Small	335 Little Chestnut	Evon Small
4	Sylvia Thornton	331 Maple Grove Rd.	Sylvia Thornton
5	Patricia S. Turner	1209 Davis Mill Rd Seneca	Patricia S. Turner
6	Cecile D. Martin	515 Seneca Dr.	Cecile Martin
7	Sandra Perry	218 Hillview Dr. Seneca	Sandra Perry
8	Melissa Young	174 Sunshine <sup>Westminster</sup> Kids Rd	Melissa Young
9	Trisha Hardy	2446 Sugar Valley Rd, Seneca	Trisha Hardy
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	Printed Name	Address	Signature
1	KEVIN FARTHING	619 PROVIDENCE POINT DR.	Kevin Farthing
2	Jason Finley	620 Providence Point Dr.	Jason Finley
3	Amelia Lee	618 Providence Pt. Dr.	Amelia Lee
4	Lisa Ward	503 Ridgeline Ct	Lisa Ward
5	Cayce Finley	620 Providence Point	Cayce J Finley
6	Brian Moor	604 Providence Point Dr.	Brian Moor
7	JAY RABALAIS	609 Providence Point	Jay Rabalais
8	Tynette McConnell	561 Ridgeline Ct.	Tynette McConnell
9	J. Duff McConnell DUFF MCCONNELL	561 Ridgeline Ct	J. Duff McConnell
10	Brian D. Morris	611 Providence Pt. Drive	Brian D. Morris
11	Valerie Montero	514 Quincy Rd Seneca SC	Valerie Montero
12	Andres Montero	514 Quincy Rd SENECA, SC	Andres Montero
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	Printed Name	Address	Signature
1	Anna Moeller	624 Providence Pt Dr	Anna Moeller
2	Felicia Redding	503 S. Townville St. Seneca, SC 29178	Felicia Redding
3	Shane Johnson	406 Sherwood Dr	Shane Johnson
4	Chris Gahagen	1658 Sequoia Way Seneca SC	Chris Gahagen
5	Misty Morris	611 Providence Pt. Dr. Seneca SC	Misty Morris
6	Sydney Horton	112 Wynnee Way	Sydney Horton
7	Josh Sandlet's	105 Magnolia Way Seneca 29173	Josh Sandlet's
8	Marc T. Pittman	15054 Beacon Ridge Dr Seneca SC 29179	Marc T. Pittman
9	Terrill M. Beatty	139 Myrtle St Toccoa, Ga 30577	Terrill M. Beatty
10	Atacay Brodia	109 Fox Trail Seneca	Atacay Brodia
11	Melissa Speary	401 Baywood Ct Seneca	Melissa Speary
12	Madison Young	500 Woodland Lakes Ct. Seneca	Madison Young
13	Lindsay Haldeman	402 Tiger Tail Rd Seneca	Lindsay Haldeman
14	Brandon Baber	106 E. 12th St Seneca	Brandon Baber
15	Jessica Parker	106 Cloverdale Dr.	Jessica Parker
16	Ann Bennett	402 Keith Lane	Ann Bennett
17	Megan Sanders	105 Magnolia Way Seneca SC	Megan Sanders
18	Jennifer Glenn	508 Rd Wagon Rd Wallhalla, SC	Jennifer Glenn
19	Matthew Redding	503 S. Townville St. Seneca, SC 29178	Matthew Redding
20	Aubrey Cook	614 Dr. Mitchell Seneca SC	Aubrey Cook

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	Printed Name	Address	Signature
1	Constantinos Bakogiannis	13018 AZALEA Dr.	Constantinos Bakogiannis
2	Danny Harris	1097 Pine Grove Rd	Danny Harris
3	Jamie McAllister	117 cedar creek Winder	Jamie McAllister
4	Barbara N. Brown	119 Nehms Ln Seneca	Barbara N. Brown
5	Laura LeRoy	350 Steer Run Ln	Laura LeRoy
6	Chloe Hensley	1512 Fort Hill Dr.	Chloe Hensley
7	Richie Cavon	122 W Saakone	Richie Cavon
8	Scott Sher	402 Misty View Ct.	Scott Sher
9	Scott Tussant	197 Awh	Scott Tussant
10	Steve Windham	116 Terrace Meadows Dr	Steve Windham
11	Dew Calvert	414 Arnold & Seneca	Dew Calvert
12	Glenda Calvert	414 Arnold St. Seneca	Glenda Calvert
13	Hope Ballard	405 Lilly Ct Seneca, SC	Hope Ballard
14	Christopher Martin	149 spoon rd Seneca	Christopher Martin
15	Tina Weets	201 Mindenway Westminster	Tina Weets
16	Diana Shockey	9163 Keyland Cypress	Diana Shockey
17	Christel Ruber	146 S Woodcott Rd Wallhalla	Christel Ruber
18	Jimmy Maxey	512 Robinhood Dr	Jimmy Maxey
19	Stephanie Henderson	204 Washington St Seneca	Stephanie Henderson
20	Charlotta McDonald	107 NN 3rd St. Seneca SC 29585	Charlotta McDonald

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	Printed Name	Address	Signature
1	MARILYN ROBERTSON	18 BLOWING FRESH <sup>SALEM</sup>	Marilyn Robertson
2	Tat Pfeiffer	1 Narrows Ct Salem	Tat Pfeiffer
3	Theresa L. Kunkel	38 Nizzen La. Salem	Theresa L. Kunkel
4	Holly K. Lustik	1008 Crosswinds Lane <sup>Seneca</sup>	Holly K. Lustik
5	LAUREN PAUL	6185 OAK VALLEY Rd <sup>Seneca</sup>	Lauren Paul
6	Susan M. Hauser	16 Foreman Dr Salem, SC 29676	Susan M. Hauser
7	Jean Hippchen	90 Starboard Tack Dr Salem, SC 29676	Jean M. Hippchen
8	AMY S. YANTIS	805 CLEERLAKE PT SENECA, SC 29672	Amy S. Yantis
9	Sally McClary	114 Wynward Pk Dr. <sup>Salem SC</sup> 29676	Sally McClary
10	Shanel W. Gahagen	11658 Sequoia Way Seneca, SC 29672	Shanel W. Gahagen
11	AMY L. REBHOLZ	331 SHORECREST DR 29672	Amy L. Rebholz
12	Colleen L. Hessemann	2376 Meldau Rd Seneca 29678	Colleen L. Hessemann
13	Mary Coffman	P.O. Box 676 West Union, SC 29678	Mary Coffman
14	Gina Cote	104 Safe Harbor Ct. Salem	Gina Cote
15	Chris Webb	260 Terrace View <sup>Seneca</sup>	Chris Webb
16	Jeffrey Griffith	560 Sutherland Circle <sup>Seneca</sup>	Jeffrey Griffith
17	TOOD WILLIAMS	308 Willow Brook Ln	Tood Williams
18	Kane Williams	308 Willow Brook Ln	Kane Williams
19	Ryan Keese	713 W Quincy Rd, <sup>Seneca</sup>	Ryan Keese
20	Nicole Beattie	137 Pinnacle Pt <sup>Seneca</sup>	Nicole Beattie

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	Printed Name	Address	Signature
1	April Cope	3303 Three Iron Dr.	April Cope
2	Vikki Brooks	134 JULIAN DR.	Vikki Brooks
3	Kelly maxie	557 Friendship Rd	Kelly maxie
4	Gerald Marie	557 Friendship Rd.	Gerald Marie
5	WILBUR J MATHONY	1656 W. LITTLE RIVER DR	Wilbur J Mathony
6	Victor B. Shelburne	8002 Longshore Ave	Victor B. Shelburne
7	Eric Hunt	4011 BIRCHWOOD DR	Eric Hunt
8	Ray Summerlin	110 EDENS SH CT	Ray Summerlin
9	NERMAN OLSEN	121 EMERALD RD.	Nerman Olsen
10	ROBERT EDEN	9114 W. DAK HAY	Robert T. Eden
11	JOHN THOMSON	806 TREE HAVEN <sup>Seneca</sup> CT. 29677	John Thomson
12	Mary L. Powell	225 Baldwin Rd #5	Mary L. Powell
13	Rex Blanton	811 W. S. 4 <sup>th</sup> St	Seneca SC Rex Blanton
14	Robert L. Holmes	111 Briar Court <sup>Westminster</sup> 29693	Robert L. Holmes
15	Joseph Patterson	15240 Walle Hug <sup>Seneca</sup> 29678	Joseph Patterson
16	Adam Boggs	125 Clyde Cranshaw Rd	Adam Boggs
17	Kristina Boggs	125 Clyde Cranshaw Rd	Kristina Boggs
18	Elizabeth Anaham	439 Copperstone Dr. Seneca	Elizabeth Anaham
19	Maile Steele	1415 Trogonis Dr.	Maile Steele
20	Todd Speary	401 Baywood Ct Seneca, SC	Todd Speary

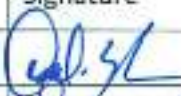
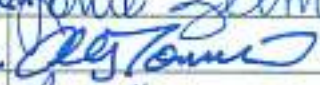



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	Printed Name	Address	Signature
1	Tish Hallums	105 Andersen Ave. West Union	Tish Hallums
2	Robert Bennett	692 Motyer Dr. West Union	Robert Bennett
3	Julie Dilley	508 Sunshine Dr, Seneca	Julie D. Dilley
4	Pamela Black	229 Miller Farm Rd Westminister	Pamela K Black
5	GLENN Cobb	552 ROUNDMAN DR WALHALLA	Glenn Cobb
6	BRENDA Cobb	552 ROUNDMAN DR WALHALLA SC	Brenda Cobb
7	Gail Buckler	258 East Bear Swamp Rd Walhalla SC	Gail Buckler
8	Faye Luak	1707 Palmetto Dr. Walhalla, S.C.	Faye Luak
9	MARTHA HOLDEN	204 W.M. ST WALHALLA	MARTHA HOLDEN
10	Deer Addis	525 Play Ground	Deer Addis
11	PAUL DILLEY	508 Sunshine R. Seneca SC	Paul Dilley
12	Sharon Zimmerman	426 B East Main St West Union	Sharon Zimmerman
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	Printed Name	Address	Signature
1	Dawn Zelmer	801 Robin seneca	
2	Lorrie Zelmer	801 Robin Drive/seneca	Joni Zelmer
3	Andrea Toussaint	197 Anders Dr. Walhalla	
4	Judy Hammer	420 Coldstream Ct seneca	Judy Hammer
5	Margolin Gilbert	401 W 5 <sup>th</sup> St. Seneca	Margolin Gilbert
6	Crystal Kroust	300 E Tunnal Ter <sup>(WP)</sup>	
7	Rehee Foster	1001 W Broad St walhalla	Rehee Foster
8	Elizabeth Richardson	852 Crenshaw Dr. Walhalla	Elizabeth Richardson
9	Lucy Smith	292 Winstead Rd <sup>West Union</sup>	
10	Joyce Good	418 Wolf St. K. CHRI	
11	Catherine Lyon	1705 Coffee rd. westminster	Catherine L. Lyon
12	Justin Edmonds	1705 Coffee Rd	Justin Edmonds
13	Buttany Gibnell	1337 dogwood green Walhalla	Buttany Gibnell
14	WE Johnson	841 N Anderson Dr	WE Johnson
15	Sharon Stephens	151 Linden Ln 29691	Sharon M Stephens
16	Ashley Morgan	105 Mountain View Dr	Ashley Morgan
17	Sandra Cleland	304 Pearson St	Sandra Cleland
18	Judy Bell	Westminster 50 03 playground rd. Walhalla	Judy Bell
19	Kim Bibb	1022 Coffee Pt. Walhalla SC	Kim Bell
20	Alice Pacek	205 Cub cave dr. Walhalla, SC 29691	Alice Pacek

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	Printed Name	Address	Signature
1	Jamie Crum	219 Long Bay Dr West Union SC	<i>[Signature]</i>
2	Stephanie Reid	224 Jay Jay Rd. West Union, SC	<i>[Signature]</i>
3	Sandra Mason	332 Earlestead Dr Walhalla, S.C.	<i>[Signature]</i>
4	Kerstin Kepler	103 Dorsey Lane Walhalla, 29181	<i>[Signature]</i>
5	Kimberly A. Spurlock	7034 Krowie School Rd. Seneca, SC 29672	<i>[Signature]</i>
6	Elizabeth N. Spurlock	146 McMahon Rd. West Union, SC 29696	<i>[Signature]</i>
7	Cecil W. Huneau	495 Courtney King Rd Mt Rest SC 29684	<i>[Signature]</i>
8	Dee A White	505 Fowler Lv. <i>[Address]</i>	<i>[Signature]</i>
9	Maria Call	213 Land Bridge Rd <i>[Address]</i>	<i>[Signature]</i>
10	Melinda Estep	385 Geraldine Dr Walhalla	<i>[Signature]</i>
11	Chad Galloway	301 Falling Leaf Ct <i>[Address]</i>	<i>[Signature]</i>
12	Jose P. Espinosa	866 West Union Rd <i>[Address]</i>	<i>[Signature]</i>
13	Xarina Espinosa	266 West Union Rd <i>[Address]</i>	<i>[Signature]</i>
14	Dick Davenport	140 Gwynn Kemp Rd Timmonsee <i>[Address]</i>	<i>[Signature]</i>
15	Billy Sharp	171 Browns Lake Rd Salem <i>[Address]</i>	<i>[Signature]</i>
16	Terri A. Baumann	110 Krossus Ct. Seneca SC	<i>[Signature]</i>
17	Susan Gruel Peterson	109 Oconee Cove Westminster <i>[Address]</i>	<i>[Signature]</i>
18	<i>[Name]</i>	200 Paladim Dr. Westminster, SC	<i>[Signature]</i>
19	L. Karen Eckerley	200 Paladim DR Westminster <i>[Address]</i>	<i>[Signature]</i>
20	Tracy Cochell	112 Wintergreen Ct Westminster, 29693	<i>[Signature]</i>

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	Printed Name	Address	Signature
1	Sandra Garrett	111 Cedar Creek Ln, Seneca	Sandra Garrett
2	Marian Birrenkott	213 Clemson View Dr Seneca	Marian Birrenkott
3	Sarah Bolton	120 Care Creek Harbor Rd Seneca	Sarah Bolton
4	Linda Hoyer	501 Striker Dr. Seneca	Linda Hoyer
5	Lay La Burgess	1638 Sequoyia Way <sup>Seneca, SC 29672</sup>	Lay La Burgess
6	Joanna Weier	573 Rabi Ridge Rd <sup>Westminster</sup>	Joanna Weier
7	<del>John</del> John Cochell	112 Wintergreen Ct SC 29693	John Cochell
8	Rich Heseemann	226 Meldae Road <sup>Seneca 29675</sup>	Rich Heseemann
9	ED SEELEY	14054 RICHARDS DR <sup>Seneca 29678</sup>	Edward Seeley
10	Harry Hornburg	130 WYNWARD PT <sup>Salem 29676</sup>	Harry Hornburg
11	<del>NAROLYN PLINDOW</del> Carolyn Plindow	10 Seely Altamira <sup>Seneca</sup>	Carolyn Plindow
12	Susan Watson	4011 Arrowhead Trail Seneca SC	Susan Watson
13	Juanita Bellman Juanita Bellman	295 Cassidy Bridge	Juanita Bellman
14	Pat Jacques	156 Navigators Pl Seneca	Pat Jacques
15	Theresa & Gene Kunkel	38 Mizzen Lane Salem	Theresa Kunkel
16	<del>Walter S. Wilson</del> Walter S. Wilson	158 WARREN MIL WILSON	Walter S. Wilson
17	M. LO & MARLENE Pell	119 SOUTHWINDS CITY DR SENECA	M. Lo & Marlene Pell
18	Lois Kieninger	1012 Fleming Lane Seneca	Lois Kieninger
19	JOHN BEATTIE	137 PINNACLE POINT DR <sup>Seneca</sup>	John Beattie
20	Al. Johnson	159 Pinnacle Point Dr. Seneca	Al Johnson




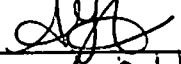
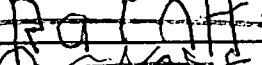
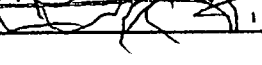

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	Printed Name	Address	Signature
1	Lois E. Owens	809 Sunview Dr	Lois E. Owens
2	Lu Johnson	159 Pinnacle Pk	Lu Johnson
3	Richard Hull	6020 Hill C. SEVEN	Richard Hull
4	Allen Ducker	800 Sholex Ferry Rd Fair Play	Allen Ducker
5	H. RAY RAMSBURG	2 NARROWS CT. SALEM SC	H. Ray Ramsburg
6	Phillip Corrine	527 Broadway Street Newry SC	Phillip Corrine
7	Michael HAUSER	16 FORECAST DR	Michael Hauser
8	Dennis Huppchen	90 Starboard Tack Dr	Dennis J Huppchen
9	Kenneth L. Dunlap	204 CEDAR CREEK LANE	Kenneth L. Dunlap
10	Katharine Dunlap	204 Cedar Creek Lane	Katharine Dunlap
11	George M. Coffman	1500 S. Oak St. (Ap 302) <small>Seneca SC 29678</small>	George M. Coffman
12	Rick LUCAS	113 DEUDY WOODS RD	Rick Lucas
13	BOB KRABBE	236 Krabbe Lane <small>SENECA SC</small>	Bob Krabbe
14	Glenda Krable	236 Krable Lane <small>Seneca SC</small>	Glenda Krable
15	MANICA A. DELPRIORE	245 TAMARACK DR	Manica A. DelPriore
16	DR DEL PILONIN	245 Tamarack Dr.	DR Del Pilonin
17	Reinhardt C. Brueggeman	110 Camelot Dr. <small>Seneca</small>	REINHARDT C. BRUEGGEMAN
18	BETTY BRUEGGE MAN	110 Camelot Dr.	Betty Brueggeman
19	W. FIDDLAY	24 MAIN ST. L SALEM	W. Fiddlay
20	LINDA NICHOLSON Linda Nicholson	1509 W LITTLE RIVER DR SENECA	Linda Nicholson

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	Printed Name	Address	Signature
1	Carl Hagerman	502 Ridgeline Ct <sup>Seneca</sup> SC	
2	AMY HAGERMAN	502 RIDGELINE CT.	
3	<del>DANN HAGERMAN</del>	<del>502 RIDGELINE CT.</del>	<del></del>
4	<del>COLT HAGERMAN</del>	<del>502 RIDGELINE CT.</del>	<del></del>
5		SENECA, SC 29178	
6	Leslie Warlick	204 Maple Ave. Seneca, SC 29178	
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**Petition for School Resource Officers in all Oconee County Elementary Schools**

We, voters and citizens of Oconee South Carolina, request School Resource Officers (SROs) in each of the 10 elementary schools in our County. We request that they are employees of the Oconee County Sheriff's Department, so that they can all have the same training and can easily move from school to school based on need. We realize this will take funding and acknowledge that County Council can pay for this with a 1.5 millage increase, which means that for a residential home valued at \$100,000 the tax will be increased by \$4.40, personal vehicles tax increase is \$2.25. SROs increase safety, teach children about drug prevention, "stranger danger", unwanted touch, and bullying. These officers are building relationships with children that will strengthen our community.

	Printed Name	Address	Signature
1	MARY ANNA OWENS	5617 Highlands Hwy	Mary Ann Owens
2	Erica Covington	Mt. Rest, SC 29664 814 Bridgewater Dr. Seneca, SC	Erica Covington
3	Beate Ventura	295 Bonner Rd Mountain Rest, SC 29664	Beate Ventura
4	Jeff Clifton	4608 Barn Hill Dr., Seneca SC	Jeff Clifton
5	Connie Spencer	103 Still Water Bay Dr Salem, SC 29676	Connie A. Spencer
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	Printed Name	Address	Signature
1	Adai Gomez	305 Bulwinkle Dr Walhalla SC 29690	Adai Gomez
2	JO Ellen Benson	211 Webb Ln Walhalla, SC 29699	JO Ellen Benson
3	Rumelle Putman	209 Coalestead Dr. <sup>Chick</sup> West Union	Rumelle Putman
4	Jessica White	171 High White Rd	J White
5	Linda Lusk	167 Camp Oak Cir	Linda Lusk
6	Nancy Sanchez	416 Hayfield Rd. <sup>Westminster</sup> SC 29693	Nancy Sanchez
7	Sherry Atkinson	221 Castlebrook Dr Walhalla S.C. 29691	Sherry Atkinson
8	Lynida Oliver	150 Schroeder St West Union	Lynida Oliver
9	Jackie Kelley	Kennard Dr Westminster	Jackie Kelly
10	JAMIE SMITH	1400 FAENEZER RD West Union	Jamie Smith
11	Ashley Reed	322 Anphenia Dr. West Union	Ashley Reed
12	Brittany Pitts	1195 Doyle St Westminster	Brittany Pitts
13	Lisa Grant	1195 Doyle St Westminster	Lisa Grant
14	Patti Carpenter	398 Dell Shoals Rd Walhalla	Patti McCarty
15	Cindy Lee	199 horse shoe Ln West Union	Cindy H Lee
16	Maria Macaulay	1420 Main St. West Union	Maria B. Macaulay
17	Donna Loper	6175 N. Hwy 11 Walhalla	Donna Loper
18	Landon Sloan	4603 Pine Grove Rd Townville	Landon Sloan
19	Lane Holcomb	522 Rocky Gap Rd Mt. Pleasant	Lane Holcomb
20	Carolyn Collins	318 Tarrying ton Rd. West Union	Carolyn Collins

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	Printed Name	Address	Signature
1	Blanche Henson	PO Box 972 Waltham	Blanche Henson
2	Bobbie W. Ledford	209 Cherokee Dr Waltham 29981	Bobbie W. Ledford
3	VIVIAN SWAFFORD	1221 W. Main St. West Union	Vivian Swafford
4	Manny Esom	598 Black Dr. Westminster	Manny Esom
5	LONNE MUSIELAK	745 Cannon Rd., Salem	Lonnie Musielak
6	Lindsay Hendrix	P.O. Box 354 Westminster	Lindsay Hendrix
7	Clayton Justice	130 Dur <sup>West Union</sup> <sub>1st St</sub>	Clayton Justice
8	Cheryl Wood	265 Terrace View Way <sup>Somerset</sup> <sub>29608</sub>	Cheryl Wood
9	Charles D. Wood	265 Terrace View Way	Charles D. Wood
10	Karin Davis	305 Old Union Trl <sup>West Union</sup>	Karin Davis
11	Flo Owens	P.O. Box 419 West Union, SC 29686	Flo Owens
12	Myra Ferguson	PO Box 162 Mt. Rest	Myra R. Ferguson
13	Stacy Musielak	745 Cannon Rd - Salem	Stacy Musielak
14	Julie Davis	715 Old Indian Trl <sup>West Union</sup>	Julie Davis
15	Lura Hays	105 Lake Leroy West	Lura Hays
16	Teagan Pate	150 Lawrenceville	Teagan Pate
17	Monte Wright	1609 <sup>Waltham</sup> <sub>Benchway Circle</sub>	Monte Wright
18	R. Scott Waters	201 N. <sup>Waltham</sup> <sub>Barham Rd</sub>	R. Scott Waters
19	Steve Syck	112 Falcons View Ct. <sup>Waltham</sup> <sub>SC</sub>	Steve Syck
20	Jack R. Cobb	150 STR. LIS Waltham S.C.	Jack R. Cobb

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	Printed Name	Address	Signature
1	Lacey Sanchez	Walhalla SC 518 N. Church St 29181	Lacey Sanchez
2	MATTHEW ROPER	347 ROCK HOLLOW ROAD	Matthew Roper
3	Sally Satterfield	117 Skyview Dr Walhalla	Sally Satterfield
4	Sharon Bounds	3227 Wickliffe Ln. West Union	Sharon Bounds
5	Kala Groves	204 DUSTY DRIVE, WEST UNION	Kala Groves
6	Brenda Burnside	300 Bulwinkle Dr.	Brenda Burnside
7	Everett Ernst	624 J State Park Rd	Everett Ernst
8	Dorothy Ernst	624 J State Park Rd	Dorothy Ernst
9	Rubin Wilson	106 Cozy Hill CRT.	Rubin Wilson
10	Michaela Milliock	403 W. Main St.	Michaela Milliock
11	Gary W Bush	West Union 29696 266 DUSTY DR. W. U.	Gary W Bush
12	Donnie Suttles	469 Cobb's Bridge Rd Westminster SC 29693	Donnie Suttles
13	Torrie Thomas	452 Burns Mill Rd West Union SC	Torrie Thomas
14	Jessica Guillot	420 Forest Acres Cir Walhalla SC 29181	Jessica Guillot
15	Alexi Reeves	911 N. Laurel St Walhalla	Alexi Reeves
16	Kevin Gasque	175 Leary Park Rd. West Union	Kevin Gasque
17	Samuel Estrella	113 N. Lewis Rd Walhalla SC 29181	Samuel Estrella
18	Rachel Edwards	118 Pinecrest Dr Seneca SC	Rachel Edwards
19	Mikel Williams	416 Coldstream Ct Seneca	Mikel Williams
20	Missy Leard	521 Horseshoe Dr Seneca	Missy Leard

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	Printed Name	Address	Signature
1	Jerry D Zimmerman	426 B E Main West Union	Jerry D Zimmerman
2	Johnny Kelley	1311 Stamp Creek Rd	Johnny Kelley
3	Lisa R. Kelley	1311 Stamp Creek Rd	Lisa R. Kelley
4	Steve D. BLACK	229 Miller Farm Rd	Steve D. Black
5	Angela Pelfrey	164 Ervin Rogers Dr.	Angela Pelfrey
6	Joyce Morris	954 Avondale Dr	Joyce M. Morris
7	CHRIS MORRIS	954 Avondale Dr	Chris Morris
8	Glenn Wilkerson	158 W Water Edge	Glenn Wilkerson
9	Margaret Morris	286 West Union Rd	Margaret Morris
10	Richard Stanley	185 Earth Beam	Richard Stanley
11	Claudia Belue	314 Bald Hill Rd	Claudia Belue
12	Joc Beke	133 Scenic Heights Rd	Joc Beke
13	Terran Humphries	315 Dede Hill Road	Terran Humphries
14	Austin Humphries	315 Dede Hill Rd	Austin Humphries
15	Faye Dover	782 Ross Mt Rd Mt. Rest	Faye Dover
16	Jerry Dover	782 Ross Mt. Rd. Mt. Rest	Jerry Dover
17	ED ADDIS	161 KENSON W. Union	Ed Addis
18	Emmett Addis	161 Ken Son W Union	Emmett Addis
19	LYNN Sheriff	104 Sycamore Lane	Lynn Sheriff
20	Louise Sheriff	104 Sycamore Ln	Louise Sheriff

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	Printed Name	Address	Signature
1	Patsy L Reel	250 Outz Rd Townville, SC	Patsy Reel
2	Ashley McClain	120 Borderline Drive West Union, SC	Ashley McClain
3	Kendra Galloway	301 Falling Leaf Ct Seneca, SC	Kendra Galloway
4	Stacie Powell	491 Magnolia Lane, Salem, SC	Stacie Powell
5	Jessica Shumpert	1322 Stillwater Dr Seneca 29672	Jessica Shumpert
6	Rachael Wilbo	260 Terrace View Way Seneca, SC	Rachael Wilbo
7	Janet Walker Janet Walker	111 Oak Crest Circle, Seneca	Janet Walker
8	Charlotte Beyer	118 Wyeward Pt. Dr.	Charlotte Beyer
9	Chris Worthy	207 Waterford Dr Seneca	Christine Worthy
10	Elaine Grothear	704 Southward Ct, Seneca	Elaine R Grothear
11	Kyra Carbone	313 Shorewinds Ct. Seneca	Kyra M Carbone
12	JANET MORIARTY	519 Beacon <sup>SENECA</sup> Shes Dr	Janet Moriarty
13	Jean Callahan	1978 Crest Dr Seneca	Jean Callahan
14	Carole McIntyre	1230 Helton Rd. <sup># West</sup> Union	Carole McIntyre
15	Elisabeth Baker	330 Long Reach Dr, Salem	Elisabeth Baker
16	Rosemaria Caprio	1580 S Oak St #206 Seneca	Rosemaria Caprio
17	Roberta Fort	1230 Melton Rd. West Union, SC 29676	Roberta Fort
18	Alice RAMSBURG	2 Narrows Ct Salem, SC 29676	Alice Ramsburg
19	Elizabeth Diamond	816 Sluton Road, Seneca, SC 29676	Elizabeth Diamond
20	Donna Lang	30 Pine Knoll Way Dr Salem, SC 29676	Donna L. Lang





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	Printed Name	Address	Signature
1	Brenda Lamb	211 Tamarack Dr Sarecs, SC	Brenda Lamb
2	Wendy Crower	216 Tamarack Dr.	Wendy Crower
3	Nick Whitner	213 Tamarack Dr.	Nick Whitner
4	Cheryl Baur	215 Tamarack Dr	Cheryl Baur
5	Karen Elliott	217 Tamarack Dr.	Karen Elliott
6	Jan Hefal	603 Oak St	Jan Hefal
7	David Sporn	3034 WINDSOR CIRCLE	DAVID SPORN
8	Lee R...	218 South Park A	Lee R...
9	Brian Carter	220 Bridgeport Dr.	Brian J. Carter
10	BARBARA PLACHTA	510 Sunset Pt. Dr.	Barbara Plachta
11	MIKE FURNARI	227 HIDDEN SHORES	Mike Furnari
12	DIANE Schembler	424 sunset Pt Dr Wilmon	Diane Schembler
13	Bette Taylor	220 Hidden Shores <sup>West</sup> Union	Bette J. Taylor
14	Jane Murphy	130 Wards Dr 29696	Jane L. Murphy
15	Kathy Rice	330 Weeping Willow <sup>Scenic</sup> Ave	Kathy Rice
16	David Dwyer	125 Old Station <sup>West</sup> Dr	David Dwyer
17	Debra Carter	115 CARTER RIDGE, MTN. REST D. Carter	Debra Carter
18	Mitch Winchell	305 Wildwood <sup>Walbridge</sup> Rd	Mitch Winchell
19	Angele Hedder	305 Wildwood Rd <sup>Walbridge</sup> Wallalla, SC 29691	Angele Hedder
20	Gail Drake	Westminster SC 29695	Gail Drake

1. Angela Craft Seneca, SC 29167 Angela Craft
2. Melanie Hauser Mtn Rest SC 29164 of Walthalla
3. Sherry Fluemmer WALTHALLA SC 29161 of Fluemmer
4. Susan Conway West Union, SC
5. Jo Nelson Walthalla SC 29161
6. Earl Nelson Walthalla SC 29681
7. Danny Conway West Union SC 29696
8. Betty Vaughan Seneca SC 29168
9. Jeffrey Rogers Westminster SC 29693
10. Tyler Vaughan Westminster, SC 29693

# \* Please Sign \*

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	Printed Name	Address	Signature
1	John A. Brooks	150 White Rd, Salem.	[Signature]
2	Amanda B. D Perry	100 pine manor apt 1	Amanda Perry
3	Patsy C Perry	100 Pine manor apt 7	Patsy C Perry
4	Kevin Keyton	330 Broad W Wood Dr	[Signature]
5	Tracy Keyton	330 BROWN WOOD DR	[Signature]
6	Joshy Kelley	1002 US Broad St	[Signature]
7	John Morgan	4170 Oak Rd	[Signature]
8	Emma Stewart	275 Edward Ave	[Signature]
9	Savm Stewart	↓	[Signature]
10	Deborah Stewart	225 Edward Ave	[Signature]
11	Carl Spence	110 Bon-Coe RD	[Signature]
12	Debra Fortling	619 Poplar Dr	[Signature]
13	Alexis Short	119 Freedom Dr	Alexis Short
14	Michelle King	351 Bayon Lane	[Signature]
15	Patricia Bright	475 Bob Robins Way	[Signature]
16	Celeste Holcomb	102 Swan Haven Pr. W. 1/4	[Signature]
17	Melodie Evans	415 Ganswill Rd Seneca	[Signature]
18	Olivia Mason	916 Andover Way Waltham	[Signature]
19	Colby Mize	916 Andover Way Waltham	[Signature]
20	Whittle Family	25 Lakeshore Dr. Waltham	[Signature]

More Room on Back, Thanks!



	Printed Name	Address	Signature
1	ALVARO LAUREANO	228 Sweetwater View	
2	LUCAS CROWE	210 Rainbows End dr	
3	ERLCA PEREZ	303 S. Spring st.	
4	<del>Pamela</del>	19 S. Mountain Blvd	
5	Chris King	103 Singleton St	
6	Sandra Ellison	103 Singleton St	
7	Richard Perez	303 S. Spring st	
8	Adam Lopez	Salem SC	
9	<del>Richard</del>		
10	Nancy Henry		
11	W.S. Henry		
12	Gusty Duncan	1050 Four Farms Rd	
13	Kevin Kelley		
14	Michael Smith	165 June Marie Dr	
15	Brooke Mumaw	Seven Se 29078	
16	Judy Holcomb	142 Stamp Creek Ln	
17	Elizabeth Escalera R.	Westminster SC	
18	Joseph Kepler	110 Burns Mill Rd.	
19	Elenda Kepler	110 Burns Mill Rd. W.	
20	Eric Kepler	102 Dorsey L	
21	Baylie Hood	310 Starling Dr	
22	Austyn Purce-Nial	310 Starling Dr	
23	Susana Isidro	107 Green Valley Ln.	
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	Printed Name	Address	Signature
1	David Underwood	217 Timberline Ridge	David Underwood
2	ROGER GRANT	920 W. BEAR SWAMP	Roger Grant
3	Del Nuckolls	1711 E. Main St.	Del Nuckolls
4	Seth Fincannon	209 Double G. farm Rd	Seth Fincannon
5	Avery Taylor	211 Mountain Rd	Avery Taylor
6	Terry Stewart	205 S. John ST	Terry Stewart
7	Jeff Underwood	209 Hunters Trail Walkers	Jeff Underwood
8	Julie Underwood	209 Hunters Trail Walkers	Julie Underwood
9	Josh Underwood	133 Power Alley Rd Walkers	Josh Underwood
10	Rhonda BURTON	610 Westminster Hwy SE <sup>Westminster</sup> 29673	Rhonda W Burton
11	George Mager	135 Falcon West Road	George Mager
12	<del>Mike LANE</del>	WALHALLA, SC	<del>Mike Lane</del>
13	Carla Talley	375 Barkdale Dr Sakm	Carla Talley
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	Printed Name	Address	Signature
1	Nick Buning	519 S Lowingood Ave	N. Buning
2	Justin Word	240 Pickett Post Rd.	J. Word
3	Lynn Wilbanks	770 Chattahoochee Ridge Rd.	Lynn Wilbanks
4	Kevin Talley	375 Barkley Dr	K. Talley
5	James Lawson	4950 W. Branch Ave	J. Lawson
6	BRIAN BUNNING	1404 FALCONS DR.	Brian Buning
7	Daniel Cox	616 Country Circle Dr	Daniel Cox
8	Matthew Duncan	424 Burns Mill RD	Matthew Duncan
9	Shawn McCrecker	905 West Branch Swamp Rd	S. McCrecker
10	Alison Renee	196 Fish Lake Rd	Alison Renee
11	Kayla Sasaki	115 Cottonwood Dr.	Kayla Sasaki
12	Matt Sasaki	115 Cottonwood Dr.	Matthew Sasaki
13	Bryan Cox	Mtn. Rest	Bryan Cox
14	JASON DICKSON	Fair Play	J. Dickson
15	Billy Markson	Westminster	Billy Markson
16	William Kay III	105 Country Acres Ln., Waverly	William Kay III
17	Billy Lusk	367 Brewer Rd Waltham	Billy Lusk
18	Lee B. Dillard	903 W. Main St 451 5th	L. Dillard
19	Joe Neal	405 Forest acres Cir.	J. Neal
20	JOE WARP	260 Pickett Post Road	Joseph F. Ward

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	Printed Name	Address	Signature
1	MARY CUMMING	204 Lake Breeze	Mary Cumming
2	<del>MARY CUMMING</del>	<del>204 Lake Breeze</del>	<del>Mary Cumming</del>
3	JAMES CUMMING	204 Lake Breeze	James Cumming
4	JIM BEAVERS	1011 Tiger Blvd	Jim Beavers
5	JIM BEAVERS	1011 Tiger Blvd	Jim Beavers
6	ELLE LESLIE	1011 Tiger Blvd	Elle Leslie
7	DUBA LUCE	1011 Tiger Blvd	Duba Luce
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	Printed Name	Address	Signature
1	MARY CUMMING	201 Lake Dr	Mary Cumming
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3	JAMES CUMMING	214 Lake Breeze	James Cumming
4	Pat Beavers	1011 Tiger Blvd	Pat Beavers
5	Jim Beavers	1011 Tiger Blvd	Jim Beavers
6	Elle Leslie	1011 Tiger Blvd	Elle Leslie
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3	JAMES CUMMING	214 Lake Breeze	James Cumming
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	Printed Name	Address	Signature
1	MARY CUMMING	2041 Lake Dunlap	Mary Cumming
2			
3	JAMES CUMMING	214 Lake Breeze	James Cumming
4	Pat Beavers	1011 Tiger Blvd	Pat Beavers
5	Jim Beavers	1011 Tiger Blvd	Jim Beavers
6	Elle Leslie	1011 Tiger Blvd	Elle Leslie
7	Duke Leslie	1011 Tiger Blvd	Duke Leslie
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**Petition for School Resource Officers in all Oconee County Elementary Schools**

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	Printed Name	Address	Signature
1	MARY CUMMING	2041 Lake Dr	Mary Cumming
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3	JAMES CUMMING	214 Lake Breeze	James Cumming
4	Pat Beavers	1011 Tiger Blvd	Pat Beavers
5	Jim Beavers	1011 Tiger Blvd	Jim Beavers
6	Elle Leslie	1011 Tiger Blvd	Elle Leslie
7	Duke Leslie	1011 Tiger Blvd	Duke Leslie
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	Printed Name	Address	Signature
1	Melissa Henderson	Seneca, SC 29678 225 Snow Creek Church Rd	Melissa Henderson
2	Denise Vaughan	29672 230 Tant Dr Seneca SC	Denise Vaughan
3	Thelma Stone	29674 200 Brumitor Seneca, SC	Thelma Stone
4	Josh Barker	Seneca, SC	Josh Barker
5	Larry Bernazzoli	Seneca SC	Larry Bernazzoli
6	Tracie Smith	2110 Armstrong Rd, Seneca, SC	Tracie Smith
7	Anthony G Smith	410 Armstrong Rd, Seneca, SC	Anthony G Smith
8	Jessie Wright	440 Pumper Dr Seneca, SC	Jessie Wright
9	Brittney Gilliam	Fair Play, SC 29678	Brittney Gilliam
10	Greta Harrison	344 Seneca SC	Greta Harrison
11	Stacey Crocker	980 Leni Lane Westminster	Stacey Crocker
12	Julie Bird	825 Louie Ln Seneca	Julie Bird
13	KENNETH LORHAM	Wathalla	Kenneth Lorham
14	Ruby Eller	Tamassee	Ruby Eller
15	Joan Walker	West Union	Joan Walker
16	Debbie Ward	Wathalla, SC	Debbie Ward
17	Susan M. Thrift	Wathalla, SC	Susan M. Thrift
18	Joyce Moore	415 Golf Dr Seneca SC	Joyce Moore
19	MARY WILLIAMS	Seneca SC	Mary Williams
20	Brittany Davenport	Seneca, SC	Brittany Davenport

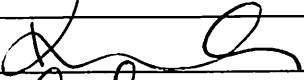

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	Printed Name	Address	Signature
1	Charley Satin Capps	100 Sunshine Circle Apts 15 Westminster SC 29693	Charley Capps
2	Melissa Steuneman	113 Petty Lane Westminster SC	Melissa Steuneman
3	Melanie Miller	108 Maude Watkins Dr Westminster SC	Melanie Miller
4	Renee Lyle	166 E Spearman Rd Westminster S.C. 29693	Renee Lyle
5	Candi Reid	461 Hobson St. Westminster SC	Candi Reid
6	Frank Nichols	Westminster SC	Frank Nichols
7	Tommy Land	4810 W. Oak Hill Westminster	Tommy Land
8	Kimberly S. Still	Westminster SC	Kimberly S Still
9	Kent Miller	E. Main Westminster SC	Kent Miller
10	Cynthia Copeland	243 Cedarwood Ranch Rd Westminster SC	Cynthia Copeland
11	James Walls	243 Cedarwood Ranch Rd Westminster SC	James A. Walls Jr
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	Printed Name	Address	Signature
1	Kelsey A. Wilson	108 N Seed Farm Rd Westminster SC	
2	Allison Smith	340 W. Bryant Rd Westminster, SC 29686	
3	Taylor Nuckolls	1711 E Main St Westminster, SC	Taylor Nuckolls
4	Alyssa Alicki	1096 Fairfield Dr Seneca SC 29678	Alyssa Alicki
5	Rosa Moore	PO Box 84 Westminster SC 29686	Rosa Moore
6	Amanda Wood	1047 Regina Dr Westminster SC 29686	Amanda Wood
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	Printed Name	Address	Signature
1	TERESA OWENS	100 HILLCREST C. WALTHAMIA	Teresa Owens
2	Ashley Roach	Waltham, SC	Ashley Roach
3	Neri Lopez	West Union, SC	Neri Lopez
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	Printed Name	Address	Signature
1	Kristie Miller	120 Clear View Dr Westminster	Kristie Miller
2	Amanda Blackwell	118 Dales Dr. Westminster	Amanda Blackwell
3	Hannah Shirley	1082 Old Walthalla Hwy West Union	Hannah Shirley
4	Amber Thoma	112 Brezewood Dr Westminster	Amber Thoma
5	Rod Smith	120 Cleveland A. Salau St	Rod Smith
6	Tammy Campbell	1089 Old Walthalla Hwy <sup>West Union</sup>	Tammy Campbell
7	TROY McJUNKIE	501 SHARON LANE <sup>SENECA</sup>	Troy McJunkie
8	SCOTT WHITEN	301 CROSS CREEK <sup>SALEM</sup> Rd	Scott Whiten
9	<del>Mark Campbell</del>	1089 Old Walthalla Hwy West Union	MARK Campbell
10	Jianhua Huang	4004 Forest Dr, <sup>SENECA</sup>	Jianhua Huang
11	Zachary Smith	1004 Old Walthalla Hwy	Zachary Smith
12	Joyce White	120 Dales Dr. Westminster	Joyce H White
13	Dale White	120 Dales Dr Westminster	Dale White
14	Adam Blackwell	118 Dales Dr. Westminster	Adam Blackwell
15	JOHN COWAN	590 COWAN FARM <sup>Walthalla</sup> Rd	John Cowan
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	Printed Name	Address	Signature
1	Kathleen Davis (Kids Librarian)	119 W Windsor St.	Kathleen Davis
2	Megan Peay	100 Sunshine Cir.	Megan Peay
3	Angie Duncan	174 Dakota Dr.	Angie Duncan
4	Samantha Moore	1535 Hwy 102	Samantha Moore
5	Gloria Hoover	161 Greer Rd	Gloria Hoover
6	Shelby Moore	1535 Hwy 102	Shelby Moore
7	April Clark	1420 Bridge rd	April Clark
8	Tiffany Lee	108 James St	Tiffany Lee
9	Matthew Cunningham	108 Dawn ave	Matthew Cunningham
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	Printed Name	Address	Signature
1	Cora Keese	713W Quincy Rd Seneca	<i>Cora Keese</i>
2	Matthew Steele	1415 Froquois Dr	<i>Matthew Steele</i>
3	Crystal Poole	1029 Uille Lane	<i>Crystal Poole</i>
4	Bobby Joe Poole	1029 Uille Lane	<i>Bobby Joe Poole Jr</i>
5	Bruce Kibben	253 Lee Ln	<i>Bruce Kibben</i>
6	Jody Mc Kibben	102 Linaps Dr	<i>Jody Mc Kibben</i>
7	Timothy Pitts	301 Plantation Rd Seneca, SC	<i>TJR</i>
8	Mario Aniceto	434 Providence Pt Dr	<i>M Aniceto</i>
9	Bethany Pipkin	208 Riverbank Ct, Seneca	<i>Bethany C. Pipkin</i>
10	Bethany Gernigan	104 Shallowford Way	<i>Bethany Gernigan</i>
11	Lori Wiltgen	308 W. South 5 <sup>th</sup> St.	<i>Lori A. Wiltgen</i>
12	Valerie Vanshien	194 Northshore Dr.	<i>Valerie Vanshien</i>
13	Donna Carroll	Seneca SC	<i>Donna Carroll</i>
14	Mark Carroll	Seneca SC	<i>Mark Carroll</i>
15	Michelle McMahon	West Union, SC	<i>Michelle McMahon</i>
16	Deborah D. Lusk	Salem, SC	<i>Deborah D. Lusk</i>
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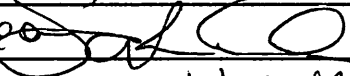
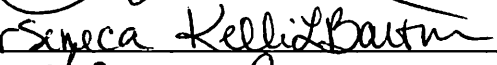
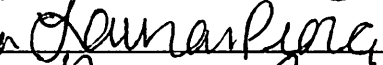
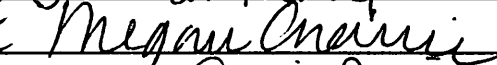
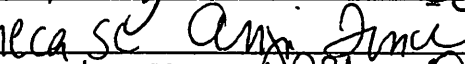

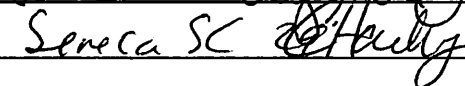
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	Printed Name	Address	Signature
1	Charles Creel	SENECA, SC 203 HILLANDIE RD	<i>Charles Creel</i>
2	Judy Creel	" " "	<i>Judy Creel</i>
3	CAROLYN PACE	630 RICHLAND RD	<i>Carolyn Pace</i>
4	Joshua Labrecque	1204 Crosswinds Ln. Seneca	<i>Joshua Labrecque</i>
5	TJ Busna	27A Cedar Ln	<i>TJ Busna</i>
6	Ferald Tilson	355 Elhilar Ln	<i>Ferald Tilson</i>
7	RAY ARNOLD	111 Campbell bridge Rd	<i>Ray Arnold</i>
8	CLINT MORGAN	1403 E TAMASSIE DR	<i>Clint Morgan</i>
9	Judson Myford	433 Chetola Rd, Seneca	<i>Judson Myford</i>
10	Ryan Quiston	210 Maple Grove Rd, Seneca	<i>Ryan Quiston</i>
11	DANIEL MCGOWAN	408 CHETOLA RD, SENECA 29672	<i>Daniel McGowan</i>
12	JAMIE HOLLANS	OLD CLEMSON HWY SENECA	<i>Jamie Hollans</i>
13	Ashtin Wood	304 N Church St, Waltham, SC	<i>Ashtin Wood</i>
14	John Palmer	411 Cottage Grove Ln Seneca	<i>John Palmer</i>
15	Jerry Hoyer	109 Richland Creek Dr	<i>Jerry Hoyer</i>
16	James Dickert	121 Austin Dr Westminister	<i>James Dickert</i>
17	Chamberlains	121 Austin Dr Westminister	<i>Chamberlains</i>
18	Eric Abercrombie		<i>Eric Abercrombie</i>
19	Victor Griffin	P.O. Box 20160, Seneca, SC 29679	<i>Victor Griffin</i>
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	Printed Name	Address	Signature
1	Sabrina Glenn	610 W. Road St Seneca	
2	Kelli Barton	105 Hammock Ridge Dr Seneca	
3	Lauren Pierce	<del>1700</del> 8 Mohawk Path Seneca	
4	Megan Chavis	101 Terry Dr Seneca SC	
5	Angie Finch	456 Oak Creek Rd Seneca SC	
6	Wikki Sheriff	128 Southsitten Mill Rd Seneca SC	
7	Catrina Harding	103 Mockingbird St	
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	Printed Name	Address	Signature
1	Lauren A. Jean	510 Old Salem Rd, Seneca	Lauren A. Jean
2	Alexandria Condon	516 Old Salem Rd, Seneca	Alexandria Condon
3	ERIC POTTS	520 Serrina Way	Eric Potts
4	ERIC BUSH	Ivy Creek Drive	Eric Bush
5	Denise Bush	Ivy Creek Drive	Denise Bush
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## **Stevenson, Kristen**

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**From:** Stevenson, Kristen  
**Sent:** Monday, October 17, 2016 4:54 PM  
**To:** jstephens@oconeesc.com; district1@oconeesc.com; district2@oconeesc.com; district4@oconeesc.com; district5@oconeesc.com; district3@oconeesc.com  
**Cc:** 'Tara Stevenson'; patbstevenson@gmail.com  
**Subject:** Burns Mill Rd Rezoning Ordinance 2016-26

Dear Respected Council Members,

I'm writing today to express my opposition to the proposed rezoning of land on Burns Mill Rd (Ordinance 2016-26) from Traditional Rural to Community Commercial. My family owns land that is adjacent to the plot of land in question and would undoubtedly be negatively affected by the commercialization of this property. While I do support land owners having the right within reason to do what they wish with their property, I don't believe those choices should be to the detriment of adjacent property owners.

The petitioner of the rezoning ordinance (2016-26) owns approximately 182 acres of land in the area of the proposed rezoning, much of which would be more suitable for a commercial property. It is my belief that the 9.9 acres of land being petitioned for rezoning was chosen because it is a far enough distance away from the petitioner's home as to not affect their property values or affect the aesthetics of their property. If the petitioner is going to benefit financially from starting a commercial business in the community, it is my belief that they should be willing to locate that business closer to their own residence so that they share the "effects" of the commercialization. It is not right to seek financial gain from a business that has the potential to negatively affect adjacent land owner's property values, quality of life and safety when you are not willing to share that burden yourself. The petitioners purchased property in the community years ago knowing that it was zoned as a Traditional Rural District. If the petitioner's want to start a commercial business, they should seek out property for their business that is already zoned for commercial use.

The Council should be very concerned about the safety of motorists traveling on this section of Burns Mill Rd. if the zoning is changed to commercial. This particular section of the road has numerous elevation changes, road shoulders which drop off to steep embankments and there is also a very sharp, blind curve in that general area. All of these features make this area unsuitable for a commercial business and would affect the safety of motorists traveling on Burns Mill Rd. Before a final decision on this rezoning is made, a traffic study should definitely be conducted by a SCDOT traffic engineer.

I look forward to speaking to you in more depth about the proposed rezoning at your Council Meeting tomorrow night. Please let me know if you have any questions in the meantime.

**Kristen Stevenson Fallon**  
Business Development Representative – SC / Eastern NC  
Zeiss Vision Care Business Group

Mobile: 803-730-3432  
Fax: 858-312-8728

[kristen.stevenson@zeiss.com](mailto:kristen.stevenson@zeiss.com)  
[www.zeiss.com/us/vision](http://www.zeiss.com/us/vision)

Twitter: [@ZEISSVision](https://twitter.com/ZEISSVision)  
Facebook: [ZEISS Better Vision](https://www.facebook.com/ZEISSBetterVision)  
Instagram: [@zeissvision](https://www.instagram.com/zeissvision)



## Stevenson, Kristen

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**From:** Tara Stevenson <clemsontigergirl@gmail.com>  
**Sent:** Sunday, October 16, 2016 9:41 PM  
**To:** jstephens@oconeesc.com; district1@oconeesc.com; district2@oconeesc.com; district4@oconeesc.com; district5@oconeesc.com; district3@oconeesc.com  
**Cc:** Stevenson, Kristen  
**Subject:** Burns Mill Rezoning Opposition

Dear Respected Council Members,

I have serious concerns about a proposed rezoning amendment on a tract of land on Burns Mill Road. My family owns adjoining property. For the record, I am opposed to this proposal. Additionally, I don't feel that I have a clear comprehension of what is being proposed. In advance of a vote, I want to be sure that everyone involved (including council members and zoning officials) evaluate the effects of this potential change in both the short and long term.

A few of the things that I am most concerned about are traffic, signage, environmental impact on Cane Creek and changes to life quality. Has the Cane Creek bridge been thoroughly reviewed for durability? Traffic on Burns Mills Road is already significant due to the Recycling Center. The lower bridge on Burns Mill Road was recently classified as a failing and unsafe bridge and was closed for 18 months within the last two years. Burns Mills Road is a winding rural road with elevation changes and numerous blind curves. Has a site plan been submitted to council for review?

I love this land. It's a rural, tranquil and pastoral setting complete with wildlife habits and vistas that are unparalleled. I spent all of my childhood playing in the woods and fields and streams here with my sister and cousins. Just as two previous generations of my family before me have done. I believe that commercial use rezoning is inconsistent with the current land use. The zoning ordinances note that changes must be "...in harmony with and aid in the appearance to the existing and internal character of the general vicinity". I believe that this land should remain rural in classification.

Sincerely,  
Tara Stevenson

## **Section 38-10.9      Community Commercial District (CCD)**

**Title:** Community Commercial District

**Definition:** Those areas well suited to supporting low intensity commercial activity centered around providing service to the adjacent community.

**Intent:** This district is intended to protect rural areas, while allowing for the development of commercial and business establishments that are low intensity and provide basic goods and services to the surrounding community.

**Uses:**

### ***Permitted Uses***

- Agricultural production, crops & horses (excluding all other livestock)
- Animal services
- Auditorium/Indoor public assembly
- Automotive parking & garages (as a principal use)
- Automotive services & gas stations (excluding truck stops)
- Banks
- Building & special trade contractors
- Bus & transit terminals & stops
- Cemeteries: Family & Accessory
- Civic, fraternal, professional, & political organizations
- Convenience stores
- Day care centers
- Emergency services
- Farm supply stores
- Funeral homes & services
- Greenhouses & nurseries, commercial
- Government buildings (excluding correctional facilities)
- Health care services
- Hotels, Motels, & Inns
- Landscape services
- Libraries
- Laundry & dry cleaning services
- Marinas
- Mixed use buildings
- Museums, historical sites, sightseeing, & similar institutions
- Office Uses, general (up to 2,500 square feet)
- Personal care services
- Places of worship
- Professional offices
- Public & private parks & recreation (indoor & outdoor)
- Railroad stations
- Research Facilities
- Residential care facilities
- Restaurants (up to 2,500 square feet)

- Restaurants (greater than 2,500 square feet)
- Retail uses (up to 5,000 square feet, excluding alcohol sales)
- Roadside Markets
- Roadside Stands
- Schools, elementary & secondary
- Single-family detached residential
- Single-family subdivisions (10 units or less)
- Telecommunications (excluding towers)

***Conditional Uses (See Article 5 for Conditions)***

- Agricultural Support Services
- Auction Houses
- Automotive Sales and Rental
- Automobile Services & Repair
- Bed & Breakfast Inns
- Building materials and supply
- Forestry / Silviculture
- Home occupations
- Schools, Other
- Warehousing & Storage (excluding mini-storage)
- Wholesale trade

***Special Exceptions***

- Communications towers
- Fuel Supply Services
- Liquor stores
- Movie theater
- Multi-family residential developments
- Outdoor markets
  - Setbacks from the road way shall be a minimum of 50 feet.
  - Parking shall be in a clearly designated area apart from the merchant stands
  - Fire Access shall be maintained throughout the entire outdoor market with
  - fire lanes and thoroughfares that are a minimum of 20 feet wide
- Pawn Shops
- Retail uses (up to 5,000 square feet)
- Taxidermy & Wild game processing
- Warehousing & storage (mini-warehouse)

**Dimensional Requirements\***

<b>Residential Uses</b>	<b>Density &amp; Lot Size</b>			<b>Minimum Yard Requirements</b>			<b>Max. Height</b>
	<b>Min. Lot Size</b>	<b>Max. Density</b>	<b>Min. Width (ft.)</b>	<b>Front Setback (ft.)</b>	<b>Side Setback (ft.)</b>	<b>Rear Setback (ft.)</b>	<b>Structure Height (ft.)</b>
	1 acre (43,560 sf)	1 dwelling per acre	100	25	5	10	--
<b>Non- residential Uses</b>	<b>Minimum Lot Size</b>		<b>Minimum Yard Requirements</b>			<b>Max. Height</b>	
	<b>Min. Lot Size</b>	<b>Min. Width (ft.)</b>	<b>Front Setback (ft.)</b>	<b>Side Setback (ft.)</b>	<b>Rear Setback (ft.)</b>	<b>Structure Height (ft.)</b>	
	1 acre (43,560 sf)	100	25	5	10	--	

\*See Article 9 for general provisions and exceptions to Dimensional Requirements.

wind, explosion, or other calamity or Act of God. "Resuming" shall mean the reusing or reoccupying of a nonconforming building or structure which was unused or unoccupied for a continuous period, or the resuming of a nonconforming use which was abandoned for a continuous period. All structures rebuilt or otherwise modified under the provisions of this Ordinance shall be constructed to conform to adopted codes.

## **Article 5. Conditional Uses**

**Section 38-5.0** Some uses normally unacceptable in certain zoning districts may be acceptable if additional conditions of development are applied. The standards listed in this section shall be applied in addition to any and all zoning district requirements applicable for the use specified. The Zoning Official may require site plans, technical specifications, and/or any other reasonable documentation necessary to verify compliance.

**Section 38-5.1 Bed and Breakfast Inns-** Off street parking shall be provided in accordance with the average amount of expected traffic utilizing the said business. A minimum of two spaces shall be provided off of the public thoroughfare. Whenever feasible all parking shall occur in the rear of the business.

### **Section 38-5.2 Conservation subdivisions-**

- (1) A licensed landscape architect shall design the site layout and preliminary layout plans for the subdivision.
- (2) A minimum of 50% of the gross area shall be preserved as green space.
- (3) Lot size may be reduced to 10,000 square feet provided that a non-traditional septic system is approved by the South Carolina Department of Health and Environmental Control (DHEC). An increase in green space by at least 15% shall permit the developer to decrease the minimum lot size by 20% (8,000 square feet).
- (4) Views of house lots from exterior roads and abutting properties shall be minimized by the use of changes in topography, existing vegetation, or additional landscaping.
- (5) At least half of the lots shall directly abut conservation land or face conservation lands from across the street.
- (6) Covenants and restrictions governing the preservation of green space, wetlands, and other sensitive lands shall be recorded with the final subdivision plat prior to any sales. A statement assigning the home owners association responsibility for maintaining the conservation land shall be clearly placed on the final subdivision plat.
- (7) All conservation lands shall be contiguous to provide for integrated open space throughout the subdivision, excluding thoroughfares. Long thin strips of conservation land (less than 150 feet in width) shall be prohibited.

**Section 38-5.3 Home occupations-** Sufficient off street parking shall be provided to accommodate the average amount of expected traffic utilizing the said business. At a minimum, two spaces shall be provided off of the public thoroughfare. Whenever feasible all parking shall occur in the rear of the business.

**Section 38-5.4 Restaurants (up to 2,500 square feet)** - Sufficient off street parking shall be provided to accommodate the average amount of expected traffic utilizing the said business. A minimum of ten spaces shall be provided off of the public thoroughfare. Whenever feasible all parking shall occur to the rear or side of the business.

**Section 38-5.5 Manufacturing, Light-** All noises, excess light, odors, vibrations, emissions of smoke, dust, or gasses shall be controlled so as not to be detrimental or cause a nuisance to nearby residential or commercial uses. A landscape plan which provides for screening and buffering of a minimum width of fifteen (15) feet shall be submitted at the time of application for re-zoning. Parking areas shall be no closer than fifteen (15) feet from the boundary of any adjoining parcel, and bordered on adjoining sides by a landscaped area which contains an evergreen screen a minimum of four (4) feet in height. Opaque walls and/or fences and landscaping are required around outdoor waste containers, loading areas, and parking areas for commercial vehicles.

**Section 38-5.6 Manufacturing, Heavy-** All noises, odors, vibrations, emissions of smoke, dust, or gasses shall be controlled so as not to be detrimental or cause a nuisance to nearby residential or commercial uses. A landscape plan which provides for screening and buffering of a minimum width of twenty-five (25) feet shall be submitted at the time of application for re-zoning. Parking areas shall be no closer than fifteen (15) feet from the boundary of any adjoining parcel, and bordered on adjoining sides by a landscaped area which contains an evergreen screen a minimum of four (4) feet in height. Opaque walls and/or fences and landscaping are required around outdoor waste containers, loading areas, and parking areas for commercial vehicles.

**Section 38-5.7 All Other Uses-** Any conditional use for which conditions are not specified in this section shall be subject to reasonable provisions necessary to screen excessive light, noise, dust, and other negative impacts that may be imposed on neighboring uses.

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**ORDINANCE 2016-27**

ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT LASER PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") acting by and through its County Council (the "County Council") is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into fee agreements with any industry, with said agreements identifying certain properties of such industries as economic development property, through which powers the industrial development of the State of South Carolina (the "State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally; and

WHEREAS, Project Laser, a Delaware corporation (the "Company") intends to invest in the expansion of a manufacturing facility through the acquisition of land, a building, and improvements thereon (the "Land and Building"); the construction of improvements thereon and/or therein; and/or the acquisition of personal property, including, but not limited to, machinery, equipment, and furniture to be installed on and/or in the Land and Building, which would constitute a project within the meaning of the Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be \$6,780,000 over five years (the "Project"), all as more fully set forth in the Fee Agreement attached hereto, and provided that approvals of various incentives contemplated for the Project are formalized by the State and/or County; and

WHEREAS, pursuant to an Inducement Resolution dated as of September 15, 2016, the County authorized the execution of an agreement providing for fee in lieu of tax payments; and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company (the "Fee Agreement"), which provides for fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 30 years for the Project or each component thereof placed in service during the initial investment period and any investment period extension to which the County and the Company agree and the issuance of a ten-year, 10% special source revenue credit together with a one-time, \$5,000 special source revenue credit, all as set forth in greater detail in the Fee Agreement; and

WHEREAS, it appears that the Fee Agreement, 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 ORDAINED by the County Council in a meeting duly assembled as follows:

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State of South Carolina by assisting the Company to expand or locate an industrial facility in the State of South Carolina, the Fee Agreement is hereby authorized, ratified, and approved.

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

- (a) 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, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.
- (c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.
- (e) 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.
- (f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.
- (g) The benefits of the Project to the public will be greater than the costs.

Section 3. The form, terms, and provisions of the Fee Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of 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, with such 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, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby 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.

Section 5. The provisions of this Ordinance 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.

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.

(SIGNATURE PAGE TO FOLLOW)

Passed and approved this 15th day of November, 2016.

**OCONEE COUNTY,  
SOUTH CAROLINA**

Signature: \_\_\_\_\_

Name: Paul Cain

Title: Chairman of County Council

STATE OF SOUTH CAROLINA )

)

COUNTY OF OCONEE )

I, the undersigned, Clerk to County Council of Oconee County, South Carolina (“County Council”), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on October 4, 2016, October 18, 2016, and November 15, 2016. At least one day passed between first and second reading, and at least seven days passed between second and third readings. A public hearing was held on November 15, 2016, and notice of the public hearing was published in the *Daily Journal* on \_\_\_\_\_, 2016. At each meeting, a quorum of County Council was present and remained present throughout the meeting.

Attached hereto are excerpts of the minutes of the meetings of the County Council. The County Council complied with the Freedom of Information Act, Chapter 4, Title 30 of the S.C. Code of Laws, 1976, in connection with said meetings of County Council.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Oconee County Council, South Carolina, as of this \_\_\_\_ day of \_\_\_\_\_, 2016.

Signature: \_\_\_\_\_

Name: Elizabeth G. Hulse

Title: Clerk to County Council

First Reading:	October 4, 2016
Second Reading:	October 18, 2016
Public Hearing:	November 15, 2016
Third & Final Readings:	November 15, 2016

**FEE AGREEMENT**

**Between**

**OCONEE COUNTY, SOUTH CAROLINA**

**and**

**PROJECT LASER**

**Dated as of November 15, 2016**

RECAPITULATION OF CONTENTS OF  
FEE AGREEMENT PURSUANT TO S.C. CODE §12-44-55(A)

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B), to the extent that, and so long as the Company makes all filings required under the Act and provides copies thereof to the County (all as defined herein).

## FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of November 15, 2016 by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and PROJECT LASER, a corporation organized and existing under the laws of the State of Delaware (the "Company").

### RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") authorizes the County (i) to induce industries to locate in the State; (ii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (iii) to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property.

2. The Company desires to invest in the Project (as defined herein) in order to expand its manufacturing facility in the County, and the Project is anticipated to result in an investment of approximately \$6,780,000 in the County.

3. Pursuant to Section 12-44-40(I)(1) of the Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

4. The County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

5. An Ordinance that the County Council adopted contemporaneously with the date of this Fee Agreement (the "Fee Ordinance") authorizes the County and the Company to enter into a Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes, all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

### ARTICLE I

#### DEFINITIONS

**Section 1.1** The terms that this section defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts successor or supplemental thereto or amendatory thereof.

“Act Minimum Investment Requirement” shall mean an investment of at least \$2,500,000, each, in accordance with and as required by the Act, by the Company and any Sponsors and Sponsor Affiliates of property within the Investment Period, provided, however, that in the event of a reduction of the minimum investment level in Section 12-44-30(14) or any successor section by legislative action, then the Act Minimum Investment Requirement shall equal such reduced amount only if the County Council then in office so agrees in writing.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean Project Laser and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company in accordance with the terms hereof.

“County” shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Council” shall mean the Oconee County Council, the governing body of the County.

“Department” or “SCDOR” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (i) the Company’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions

thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements and except as otherwise permitted by Section 12-44-110 of the Act.

“Industrial Development Park” shall mean an industrial or business park created pursuant to the MCIP Act.

“Infrastructure” shall mean infrastructure serving the Project, including the Improvements, to the extent that the MCIP Act permits, provided that Infrastructure shall first be deemed to include real property and infrastructure improvements prior to including any personal property, to the extent allowed by the Act.

“Infrastructure Credit” shall mean the annual infrastructure credit provided to the Company pursuant to the MCIP Act and Section 4.1(c) hereof, with respect to the Infrastructure.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“MCIP Act” shall mean Article VIII, Section 13(D) of the Constitution of the State of South Carolina, Sections 4-1-170, 4-1-172, and 4-1-175 of the Code of Laws of South Carolina, 1976, as amended, and Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one year in the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean all the Equipment, Improvements, and/or Real Property in the County that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2016 or thereafter. The Project shall not include existing buildings and improvements on the Real Property, as of the date of the commencement of the Project by the Company, and any machinery and equipment which have previously been subject to South Carolina *ad valorem* taxation, except as expressly permitted by Section 12-44-110 of the Act.

“Real Property” shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consisting of the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto, and any improvements located thereon.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment, any Improvement, or any Real Property previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

“Sponsor” shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project.



“Streamlined FILOT Act” shall mean Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 29th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

Section 1.2 Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.3 The term “investment” or “invest” as used herein shall include not only investments made by the Company or a Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

## ARTICLE II

### REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1 Representations, Warranties, and Agreements of the County. The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the Act, and the County is a County that the Act authorizes to enter into fee in lieu of tax agreements with companies that satisfy the Act Minimum Investment Requirement within the County.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in South Carolina.

(d) The millage rate in Section 4.1 hereof is to be the lowest millage rate permissible under the Act, which the parties understand to be the millage rate in effect with respect to the location of the proposed Project on June 30, 2016, which the parties believe to be 215.0 mills, all as provided under Section 12-44-50(A)(1)(d) of the Act.

(e) The County will not be in default in any of its obligations (contractual or otherwise), including any violation of its statutory debt limit, as a result of entering into and performing under this Fee Agreement and/or as a result of creating an Industrial Development Park encompassing the Project.

(f) The County will take all commercially reasonable action to include the Project in an Industrial Development Park.

Section 2.2 Representations, Warranties, and Agreements of the Company. The Company hereby represents, warrants, and agrees as follows:

(a) The Company is in good standing under the laws of the State of Delaware, is duly authorized to transact business in the State of South Carolina, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of manufacturing packaging products, and for such other purposes that the Act permits as the Company may deem appropriate.

(c) The Company will use commercially reasonable efforts to ensure that its total capital investment will equal or exceed the Act Minimum Investment Requirement.

### ARTICLE III

#### COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company intends to invest in Equipment, Improvements, and/or Real Property, which together comprise the Project and which are anticipated to create at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County. The Company reasonably expects that it will invest some \$6,780,000 in the Project during the Investment Period.

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsors under any form of lease, but subject, in any event, to *ad valorem* property taxes in the County, absent this Fee Agreement, then such property shall, at the election of the Company, be subject to FILOT Payments to the same extent as the Company’s assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that, in the foregoing event, this Fee Agreement may be

interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith. Such leased property shall thereafter constitute a part of the Project for all purposes of this Fee Agreement, including removal, replacement, and termination, and such Sponsor shall be deemed to be a party to this Fee Agreement.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets on the applicable schedule in its annual PT-300 form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

(a) Each year during the term of the Fee Agreement, the Company shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and any partner county, when the Project is placed in an Industrial Development Park, and the Department within 30 days after the date of execution and delivery hereof by all parties hereto.

**ARTICLE IV**

**PAYMENTS IN LIEU OF TAXES**

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under the Act, the County and the

Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company shall make FILOT Payments on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make FILOT Payments during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company obtains by construction or purchase in an arms length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.
- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments, if the County approves such longer period in writing.
- Step 3: Use a fixed millage rate equal to the lowest millage rate permissible under the Act, which the parties mutually understand to be the millage rate in effect on June 30, 2016, which they believe to be 215.0 mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company to make

annual fee payments, if the County approves such longer period in writing.

The Company and the County hereby agree that the Company may, upon written notice to the County, elect to have any real property valued at fair market value as provided in Section 12-44-50(A)(1)(c)(i) of the Act, if so approved by the County Council in office at such time. Such election shall be evidenced by an amendment to this Fee Agreement.

(b) The FILOT Payments shall be in lieu of all *ad valorem* tax payments and any other charges that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement.

In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum FILOT Payment applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined, but never at a level lower than the level prescribed herein unless so approved by the County Council then in office.

Subject to Section 6.8 hereof, in the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent hereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

(c) The County agrees that all qualifying, taxable capital expenses of the Company during the Investment Period shall qualify for a ten-year, 10% Infrastructure Credit. The Company shall receive an annual credit in an amount equal to 10% of the FILOT revenues for the Project, as provided herein, to offset the aggregate Infrastructure costs incurred. The Infrastructure Credit shall be applied as a setoff against the FILOT owed for the then current year. In addition, the County agrees to provide a one-time, \$5,000 Infrastructure Credit to be applied against the first Payment in Lieu of Tax due hereunder, such amount to be applied after the application of the 10% Infrastructure Credit referenced above.

Section 4.2 Failure to Achieve Act Minimum Investment Requirement.

(a) In the event that the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate as to such entity failing to meet the minimum investment level. In such event, the Company shall pay the County an amount (the "Additional Payment") pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

(b) The remedies stated herein shall be the County's sole remedies for the Company's failure to meet any required investment or job creation level.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall

utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

**Section 4.4** **Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty.** In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however,* without regard to any and every other provision hereof, and in every event, that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to receive or utilize either of the incentives provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project. However, the Company will not be required to make any retroactive payment such as the Additional Payment under Section 4.2, in that case.

**Section 4.5** **Place of Payments in Lieu of Taxes.** The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

**Section 4.6** **Removal of Economic Development Property.** Subject, always, to the other terms and provisions hereof, including, without limitation, and in any event, Section 4.4, hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act, as amended. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

**Section 4.7** **Damage or Destruction of Economic Development Property.**

(a) **Election to Terminate.** In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) **Election to Rebuild.** In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development

Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Economic Development Property shall be treated as Removed Components.

#### Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein “Confidential Information”) and that any disclosure of Confidential Information concerning the Company’s operations may result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also upon the County. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these



reasons, the Company shall clearly label all Confidential Information it delivers to the County “Confidential Information.” Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information, subject to the requirements of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information. In the event that the County is required to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.10 Assignment. If Section 12-44-120 of the Act or any successor provision requires consent to an assignment, the Company may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor’s basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act.

Section 4.11 No Double Payment; Future Changes in Legislation.

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over the same piece of property, nor shall the Company or any Sponsor be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

In case there is any legislation enacted which provides for more favorable treatment for property to qualify as, or for the calculation of the fee related to, Economic Development Property under Sections 4.4, 4.6, 4.7, 4.8, or the calculation of the Investment Period, the County agrees to give expedient and full consideration to such legislation, with a view to allow for such more favorable treatment or calculation, if so approved by the County Council then in office.

Section 4.12 Execution of Lease. The parties acknowledge that the intent of this Fee Agreement is to afford the Company the benefits of the FILOT Payments in consideration of the Company’s decision to locate the Project within the County and that this Fee Agreement has been entered into in reliance upon the validity and enforceability of the Act. In the event that a

court of competent jurisdiction holds that the Act is unconstitutional or that this Fee Agreement or agreements similar in nature to this Fee Agreement are invalid or unenforceable in any material respect, or should the parties determine that there is a reasonable doubt as to the validity or enforceability of this Fee Agreement in any material respect, then the County, upon the provision by the Company of evidence acceptable to the County that the Project is free from environmental contamination and the conveyance of marketable title to the Project to the County at the expense of the Company, agrees to lease the Project to the Company pursuant to the Streamlined FILOT Act and, to the extent permitted under the law in effect at such time, use its commercially reasonable efforts to ensure that the Company receives the benefits of the FILOT arrangement as contemplated by this Fee Agreement.

## ARTICLE V

### DEFAULT

Section 5.1 Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however*, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made; or

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company is diligently pursuing corrective action; or

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

### Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(i) terminate the Fee Agreement, upon 60 days' notice to the Company and any Sponsor; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company's failure to meet the Act Minimum Investment Requirement, other than as expressly set forth herein.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Fee Agreement;

(iii) withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved, to the extent allowed by law; or

(iv) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

**Section 5.3 Reimbursement of Legal Fees and Expenses and Other Expenses.** Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

## **ARTICLE VI**

### **MISCELLANEOUS**

**Section 6.1 Notices.** Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

#### **IF TO THE COMPANY:**

Project Laser

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WITH A COPY TO:**

Haynsworth Sinkler Boyd, P.A.  
Attn: Will Johnson  
P.O. Box 11889  
Columbia, SC 29211-1889

**IF TO THE COUNTY:**

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

**WITH A COPY TO;**

Oconee Economic Alliance  
Attn: Executive Director  
528 Bypass 123, Suite G  
Seneca, SC 29678

**Section 6.2 Binding Effect.** This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

**Section 6.3 Counterparts.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

**Section 6.4 Governing Law.** This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

**Section 6.5 Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the Act, and the maximum incentive permissible under the Act, to the extent consistent with the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement, within the provisions of the Act and the terms hereof, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, with a view toward providing the Company with the benefits of such change in the Act or South Carolina laws, if so approved, in writing, by the County Council then in office.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source revenue credit or infrastructure improvement credit to the Company (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, and the County will provide a special source revenue credit or infrastructure improvement credit against all FILOT payments or fee payments made or to be made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law. Provided, notwithstanding the foregoing language or any other provision hereof, the County shall not be obligated under any circumstances to provide credits to the Company hereunder for savings that were intended to be provided out of the millage attributable to a taxing entity other than the County (i.e., school district) if the County is not able to allocate (charge) such savings to the *ad valorem* tax or FILOT revenues allocable to such other taxing entity.

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

**Section 6.10 Termination by Company.** The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with 30 days' notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination, shall survive such termination. In the year following such termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

**Section 6.11 Entire Understanding.** This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other with respect to its subject matter, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

**Section 6.12 Waiver.** Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

**Section 6.13 Business Day.** In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

**Section 6.14 Limitation of Liability.** Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; *provided, however*, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

**Section 6.15 Indemnification Covenants.**

(a) The Company shall and agrees to indemnify and save the County harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project during the term of the Fee Agreement, and, the Company further, shall indemnify and save the County harmless against and from all claims arising during the term of the Fee Agreement from (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under the Fee Agreement, (iii) any act of negligence of the Company or any of its agents, contractors, servants, employees or licensees, (iv) any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, or (v) any environmental violation, condition, or effect. The Company shall indemnify and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with counsel reasonably acceptable to the County.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its agents, officers, or employees, shall not incur pecuniary liability by reason of the terms of the Fee Agreement, or the undertakings required of the County under the Fee Agreement, by reason of the performance of any act requested of it by the Company or by the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County, its agents, officers or employees should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with counsel reasonably acceptable to the County.

(c) These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

(Signature Page Follows)

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Administrator or County Council Chairman and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**OCONEE COUNTY,  
SOUTH CAROLINA**

Signature: \_\_\_\_\_

Name: Paul Cain

Title: Chairman of County Council

ATTEST:

Signature: \_\_\_\_\_

Name: Elizabeth G. Hulse

Title: Clerk to County Council

**PROJECT LASER**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT A  
LEGAL DESCRIPTION**

**[Insert legal description here.]**

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**ORDINANCE 2016-28**

**AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL AND BUSINESS PARK (PROJECT LASER) IN CONJUNCTION WITH ANDERSON COUNTY, SUCH INDUSTRIAL AND BUSINESS PARK TO INCLUDE PROPERTY INITIALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SEC. 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO PROVIDE FOR A WRITTEN AGREEMENT WITH ANDERSON COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, South Carolina ("Oconee County") and Anderson County, South Carolina ("Anderson County") and together with Oconee County, the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to jointly develop an industrial or business park within the geographical boundaries of one or more of the member Counties;

**WHEREAS**, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties, the Counties have agreed to so jointly develop an industrial and business park (the "Park") (Project Laser) through the delivery by the parties of an Agreement for Development for Joint County Industrial Park dated as of \_\_\_\_\_, 2016, as amended (collectively, the "Park Agreement");

**WHEREAS**, the Park Agreement, by its terms, initially includes only property in Oconee County, but contemplates the expansion of the Park by inclusion of additional parcels within the Park from time to time, pursuant to ordinances of the county councils of the Counties; and

**WHEREAS**, in connection with certain incentives being offered by Oconee County, the Counties now desire to enter into the Park Agreement:

**BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA:**

**SECTION I:** Oconee County is hereby authorized to develop an industrial and business park (Project Laser) jointly with Anderson County (the "Park"). The Park shall initially consist of land located only in Oconee County as authorized by Sec. 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

**SECTION II:** Oconee County will enter into a Park Agreement to develop the Park jointly with Anderson County in substantially the form attached hereto as Exhibit A and incorporated herein by reference. The Chairman of Oconee County Council and Oconee County Administrator are hereby each authorized to execute the Park Agreement on behalf of Oconee County, with such changes thereto as they shall deem, upon advice of counsel, necessary,

provided that such changes do not materially change the import of the matters contained in the form of agreement set forth in Exhibit A and are not adverse to Oconee County.

**SECTION III:** The businesses or industries located in the Park will pay a fee in lieu of *ad valorem* taxes as provided for in their respective FILOT agreements which fees will be divided between the two Counties as set forth in the Park Agreement. With respect to properties located in the Oconee County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Oconee County. That portion of such revenues allocated pursuant to the Park Agreement to Anderson County shall be thereafter paid by the Treasurer of Oconee County to the Treasurer of Anderson County as soon as practical but no later than forty-five (45) business days following the calendar quarter of receipt thereof. With respect to properties located in the Anderson County portion of the Park, if any, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Anderson County. That portion of such revenues allocated pursuant to the Park Agreement to Oconee County shall be thereafter paid by the Treasurer of Anderson County to the Treasurer of Oconee County as soon as practical but no later than forty-five (45) business days following the calendar quarter of receipt thereof. Penalties for late payment by taxpayers will be assessed at the same rate as late tax payments. Any late payment by the counties to each other beyond the dates set forth herein will accrue interest at the rate of statutory judgment interest. The counties, acting by and through the Treasurers of Anderson County and Oconee County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

**SECTION IV:** Any ordinances of Anderson County and Oconee County concerning zoning, health and safety regulations, and building code requirements will apply for the respective portions of the Park in Anderson County and Oconee County. In no event, for example, will the zoning, health and safety regulations, and building code requirements in Oconee County apply to property located solely in Anderson County.

**SECTION V:** The Sheriffs' Departments of Anderson County and Oconee County will have jurisdiction to make arrests and exercise all authority and power within the boundaries of the respective portions of the Park in Anderson County and Oconee County.

**SECTION VI:** Revenues generated from industries or businesses located in the Park to be retained by Oconee County pursuant to the Park Agreement shall be distributed within Oconee County in the following manner:

First, unless Oconee County elects to pay or credit the same from only those revenues which Oconee County would otherwise be entitled to receive as provided under "Third" below, to pay annual debt service on any special source revenue bonds issued by Oconee County pursuant to, or to be utilized as a credit in the manner provided in the second paragraph of, Section 4-1-175, Code of Laws of South Carolina, 1976, as amended, or any successor statutes or provisions, payable in whole or in part by or from revenues generated from any properties in the Park;

Second, to reimburse Oconee County for any expenses incurred by it in the development, operation, maintenance and promotion of the Park or the businesses located therein and to fund economic development activities (including any incentives provided to industries and businesses) inside and outside the Park as determined by the County Council from time to time; and

Third, to taxing districts within Oconee County, in a pro-rata fashion based on comparative millage rates for the year in question of such taxing districts;

provided, that (i) all taxing districts which overlap the applicable properties in the Park shall receive some portion of the revenues generated from such properties, and all other taxing districts shall receive 0% of such revenues, unless specifically directed otherwise, herein or in other ordinances of Oconee County; (ii) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of such taxing entity; and (iii) the County may, by ordinance, from time to time, amend the distribution of the fee in lieu of tax payments to all taxing entities.

SECTION VII: This Ordinance shall supersede and amend in its entirety any other ordinances or resolutions of Oconee County Council pertaining to the Park which are inconsistent herewith, but only to the extent of such inconsistency.

SECTION VIII: Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION IX: This Ordinance shall be effective after third and final reading thereof.

Passed and approved this 15th day of November, 2016.

OCONEE COUNTY, SOUTH CAROLINA

Signature: \_\_\_\_\_

Name: Paul Cain, Chairman of County Council

ATTEST:

Signature: \_\_\_\_\_

Name: Elizabeth G. Hulse, Clerk to County Council

First Reading:	October 4, 2016
Second Reading	October 18, 2016
Public Hearing:	November 15, 2016
Third & Final Reading:	November 15, 2016

**Exhibit A**

**Form of Park Agreement**



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

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and is binding on Anderson County and Oconee County, and their successors and assigns.

2. **Authorization.** Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and that the General Assembly of the State of South Carolina provides by law a manner in 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 pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in the State of South Carolina. Section 4-1-170 of the Code satisfies the conditions imposed by Article VIII, Section 13(D) of the Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. **Location of the Park.** (A) As of the date of this Agreement, the Park consists only of property located in Oconee County, as further identified in Exhibit A (Oconee) to this Agreement. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the County Councils of both Anderson County and Oconee County. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of such property in the Park. As of the date of the Agreement, no property subject to the Agreement is located within the boundaries of a municipality.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Oconee) or Exhibit B (Anderson), as the case may be, which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Anderson County Council and Oconee County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Anderson County Council and by Oconee County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Anderson County Council and by Oconee County Council. Notice of such public hearings shall be published in newspapers of general circulation in Anderson County and Oconee County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D), of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* property taxes) equivalent to the *ad valorem* property taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Anderson County and Oconee County shall bear any expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in the Anderson County portion of the Park:

(1)	Anderson County	100%
(2)	Oconee County	0%

If property is in the Oconee County portion of the Park:

(1)	Anderson County	0%
(2)	Oconee County	100%

6. Allocation of Revenues. Anderson County and Oconee County shall receive an allocation of revenue generated by the Park through payment of fees in lieu of *ad valorem* property taxes (net of any special source revenue credits provided by either county) in the following proportions:

If property is in the Anderson County portion of the Park:

(1)	Anderson County	99%
(2)	Oconee County	1%

If property is in the Oconee County portion of the Park:

(1)	Anderson County	1%
(2)	Oconee County	99%

7. Revenue Allocation Within Each County. (A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* property taxes shall be distributed to Anderson County and to Oconee County, as the case may be, according to the proportions established by Paragraph 6 of this Agreement. With respect to revenues allocable to Anderson County or Oconee County by way of fees in lieu of taxes generated from property located within its own County (the "Host County"), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and all other taxing districts shall receive 0% of such



revenues, unless specifically provided otherwise herein or in other ordinances of the Counties, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the county council of the Host County.

(B) Revenues allocable to Anderson County by way of fees in lieu of taxes generated from property located within Oconee County shall be distributed solely to Anderson County. Revenues allocated to Oconee County by way of fees in lieu of taxes generated from property located within Anderson County shall be distributed solely to Oconee County.

8. Fees in Lieu of Taxes Pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina, 1976, as Amended. It is hereby agreed that the entry by Anderson County into any one or more fee in lieu of tax agreements or infrastructure (special source revenue) credit agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina, 1976, as amended (“Agreements”), with respect to property located within the Anderson County portion of the Park and the terms of such agreements shall be at the sole discretion of Anderson County. It is further agreed that entry by Oconee County into any one or more Agreements with respect to property located within the Oconee County portion of the Park and the terms of such agreements shall be at the sole discretion of Oconee County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to Anderson County and Oconee County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 6 and 7 of this Agreement.

10. Severability. To the extent, and only to the extent, that any provision or any part of a provision of this Agreement is 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 Agreement.

11. South Carolina Law Controlling. This Agreement has been entered into in the State of South Carolina and shall be governed by and construed in accordance with South Carolina law.

12. Counterpart Execution. This Agreement may be executed in multiple counterparts.

13. Termination. Notwithstanding any provision of this Agreement to the contrary, Anderson County and Oconee County agree that this Agreement may be terminated only upon approval of an ordinance to that effect by the governing body of each county. Notwithstanding the foregoing, this Agreement may not be terminated to the extent that either Anderson County or Oconee County has outstanding contractual commitments to any owner or lessee of property located in the Park requiring designation of such property as part of a multi-county industrial or

business park pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), unless such County shall first (i) obtain the written consent of such owner or lessee or (ii) designate such parcel as part of another multi-county industrial or business park pursuant to the Act effective immediately upon termination of this Agreement.

IT IS HEREBY AGREED.

OCONEE COUNTY, SOUTH CAROLINA

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

Signature: \_\_\_\_\_  
Name: Elizabeth G. Hulse  
Title: Clerk to County Council

ANDERSON COUNTY, SOUTH CAROLINA

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

Signature: \_\_\_\_\_  
Name: Kimberly A. Poulin  
Title: Clerk to County Council

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**EXHIBIT A**

**OCONEE COUNTY PROPERTY**

**PROJECT LASER PROPERTY**

**EXHIBIT B**

**ANDERSON COUNTY PROPERTY**

None as of \_\_\_\_\_, 2016

# OCONEE COUNTY PLANNING COMMISSION

115 South Pine Street - Walhalla, SC



TEL (864) 638-4218 FAX (864) 638-4168

## MEMORANDUM

**Date:** October 18, 2016  
**To:** Scott Moulder, County Administrator  
**From:** Planning Commission  
**Re:** Ordinance 2016-08 Tokcena - Dairy Farm requests

Mr. Moulder,

Before the County Council on Tuesday, October 18, 2016 is a 2<sup>nd</sup> Reading for Ordinance 2016-08 Tokcena - Dairy Farm Rezoning Request.

During a regularly scheduled meeting, the Planning Commission voted to recommend County Council take 2<sup>nd</sup> Reading of Ordinance 2016-08 as presented. [NOTE: those owners requesting to be removed by the date of the Planning Commission were removed and those requesting to be added by the date of the Planning Commission were added and the 'doughnut holes' remain in Control Free District pursuant to the Planning Commission recommendation.]

After the Planning Commission recommendation was made, additional input was received by staff from a citizen requesting parcels be removed from the request. **Because this request was made after Commission action, these parcels are currently part of the ordinance. Council would need to take action to amend the ordinance to remove this parcels based on the owner's request.**

**The three (3) following parcels have requested to be removed from the proposal since September 19:**

- 320-00-01-012
- 320-00-01-029
- 326-00-02-031

You may use this information at your discretion in assisting County Council as they consider Ord. 2016-08.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. A. Stephens", is written over a horizontal line. The signature is fluid and cursive.

Joshua A. Stephens

**AGENDA ITEM SUMMARY**  
**OCONEE COUNTY, SC**  
**COUNCIL MEETING DATE: October 18, 2016**  
**COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE [Brief Statement]:**

**Second Reading of Ordinance 2016-08** "AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO " *[Tokeena-Dairy Farm]*

**BACKGROUND DESCRIPTION:**

The proposed ordinance, 2016-08 (Tokeena-Dairy Farm), stems from a initial rezoning request submitted by Ms. Vickie Marlene Willoughby. The request consists of 177 parcels totaling approximately 7,200 acres the greater Fair Play area. The parcels are located in the agricultural preservation area on the Future Land Use Map and are currently zoned in the Control Free District. As submitted, the parcels, currently in the Control Free District, would be rezoned into the Agricultural District. One parcel in the request would be rezoned into the Community Commercial District.

In accordance with Council's direction, which was provided during the August 16<sup>th</sup> regular meeting, staff compiled the attached letter to those individuals who signed petitions requesting to be rezoned as part of Ordinance 2016-08. The letters were mailed on August 18<sup>th</sup>. All but one of the petitioners requested to be rezoned into the Agricultural District (AD). One petitioner requested to be rezoned into the Community Commercial District (CCD). Letters containing information related to the AD were sent to those who requested AD while a letter containing information related to the CCD was sent to the individual who requested CCD. Staff has a basic public input spreadsheet that we use to track phone calls/emails/walk-ins we receive about a rezoning ordinance. We have been tracking input to date for Ord. 2016-08 and we will continue to do so as we receive input in response to this second notice letter. This public input tracker will be presented to the Planning Commission as part of their review and consideration of Ord. 2016-08.

During a regularly scheduled meeting, the Planning Commission voted to recommend County Council take 2<sup>nd</sup> Reading of Ordinance 2016-08 as presented. [NOTE: those owners requesting to be removed by the date of the Planning Commission were removed and those requesting to be added by the date of the Planning Commission were added and the 'doughnut holes' remain in Control Free District pursuant to the Planning Commission recommendation.] Please be advised that any requests for addition and/or removal after the Planning Commission recommendation was made will be provided under separate cover.

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

None

**ATTACHMENTS**

Ordinance 2016-08.

**STAFF RECOMMENDATION [Brief Statement]:**

It is staff's recommendation that Council take second reading of Ordinance 2016-08.

**Submitted or Prepared By:**

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

**Approved for Submittal to Council:**

  
\_\_\_\_\_  
T. Scott Moulder, County Administrator

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

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

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2016-08**

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

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

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

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

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

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

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

Parcel (Tax Identification Number)

292-00-06-016	311-00-03-007	320-00-01-044	327-00-01-023
292-00-06-067	312-00-03-001	320-00-01-045	327-00-02-008
301-00-01-004	312-00-03-010	320-00-01-046	327-00-03-004
301-00-03-007	312-00-04-011	320-00-02-001	327-00-03-008
301-00-03-043	318-00-02-005	320-00-02-002	327-00-03-012
301-00-03-050	318-00-02-006	320-00-02-003	327-00-03-031
301-00-03-080	318-00-02-025	320-00-02-004	327-00-03-036
301-00-03-082	318-00-04-007	320-00-02-005	327-00-03-037
301-00-04-004	318-00-04-008	320-00-03-001	327-00-03-039
301-00-04-005	318-00-04-009	320-00-03-003	327-00-04-001
301-00-04-009	319-00-02-010	320-00-03-004	327-00-04-013
301-00-04-010	319-00-02-014	320-00-03-005	328-00-01-002
301-00-04-014	319-00-02-021	320-00-04-002	328-00-02-001
301-00-04-019	319-00-02-024	320-00-04-005	331-00-02-012
301-00-04-036	319-00-02-025	320-00-04-008	331-00-02-031
301-00-04-041	319-00-02-027	320-00-04-009	332-00-01-004
301-00-04-043	319-00-02-039	320-00-04-014	332-00-01-005
301-00-04-044	319-00-02-044	320-00-04-018	332-00-01-007
301-00-04-056	319-00-02-048	320-00-04-022	332-00-01-012
301-00-04-057	319-00-02-051	320-00-04-023	332-00-01-016
301-00-11-001	319-00-03-003	320-00-04-025	333-00-01-004
301-00-11-006	319-00-04-004	325-00-01-002	333-00-01-046
302-00-01-003	319-00-04-005	325-00-04-002	337-00-04-007
302-00-01-011	319-00-04-006	325-00-04-003	337-00-04-009
309-00-03-004	319-00-04-007	325-00-04-006	337-00-04-010
309-00-03-005	319-00-04-022	326-00-01-002	337-00-04-011
309-00-03-015	319-00-04-028	326-00-01-005	
310-00-01-004	319-00-04-030	326-00-01-010	
310-00-01-017	319-00-04-032	326-00-01-013	
310-00-02-001	319-00-05-007	326-00-02-010	
310-00-02-013	320-00-01-001	326-00-02-016	
310-00-02-023	320-00-01-002	326-00-02-028	
310-00-02-036	320-00-01-003	326-00-02-029	
310-00-02-047	320-00-01-004	326-00-02-031	
310-00-02-062	320-00-01-012	326-00-02-035	
310-00-02-087	320-00-01-017	326-00-02-036	
310-00-02-143	320-00-01-021	326-00-02-045	
310-00-04-001	320-00-01-023	326-00-02-047	
311-00-01-002	320-00-01-024	326-00-02-063	
311-00-01-003	320-00-01-029	326-00-02-087	
311-00-01-004	320-00-01-030	326-00-02-088	
311-00-01-015	320-00-01-036	326-00-02-093	
311-00-01-016	320-00-01-037	326-00-02-094	
311-00-01-021	320-00-01-040	326-00-02-104	
311-00-02-003	320-00-01-041	326-00-02-105	
311-00-02-010	320-00-01-042	327-00-01-006	
311-00-02-013		327-00-01-007	
311-00-02-019			
311-00-02-024			



**B.** The following parcels previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Community Commercial District (CCD), and appropriately identified as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and all associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the CCD in Chapter 38 of the Code.

Parcel (Tax Identification Number)

310-00-02-142

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. The Zoning Enabling Ordinance, Ordinance 2007-18, and Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**OCONEE COUNTY, SOUTH CAROLINA**

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

**ATTEST:**

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

First Reading:                    September 6, 2016 [title only]  
Second Reading:                October 18, 2016  
Public Hearing:  
Third Reading:



**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** October 18, 2016  
**COUNCIL MEETING TIME:** 6:00 PM

**ITEM TITLE [Brief Statement]:**

**Second Reading of Ordinance 2016-26** "AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO " *[Burns Mill Rd. (Sub.2016-01)*

**BACKGROUND DESCRIPTION:**

The proposed ordinance, 2016-08 Burns Mill Rd. (Sub. 2016-01) Request stems from a subsequent rezoning request submitted by Mrs. Monica Oliver. The request consists of a portion of parcel 162-00-01-041 totaling approximately 7.9 acres. The parcel is located in the rural area on the Future Land Use Map and is currently zoned in the Traditional Rural District. As submitted, the portion of the parcel, currently in the Traditional Rural District, would be rezoned into the Community Commercial.

During the regularly scheduled meeting on October 3<sup>rd</sup>, the Planning Commission voted unanimously to recommend County Council take 2<sup>nd</sup> Reading on Ordinance 2016-26 as petitioned.

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

None

**FINANCIAL IMPACT [Brief Statement]:**

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

Approved by : \_\_\_\_\_ **Finance**

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

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : \_\_\_\_\_ **Grants**

**ATTACHMENTS**

Ordinance 2016-26

**STAFF RECOMMENDATION [Brief Statement]:**

It is staff's recommendation that Council take second of Ordinance 2016-26

Submitted or Prepared By:

Approved for Submittal to Council:

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

  
\_\_\_\_\_  
T. Scott Moulder, County Administrator

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

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

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2016-26**

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

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

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

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

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

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

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

Parcel (Tax Identification Number)

162-00-01-041 p/o

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

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2016.

**OCONEE COUNTY, SOUTH CAROLINA**

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

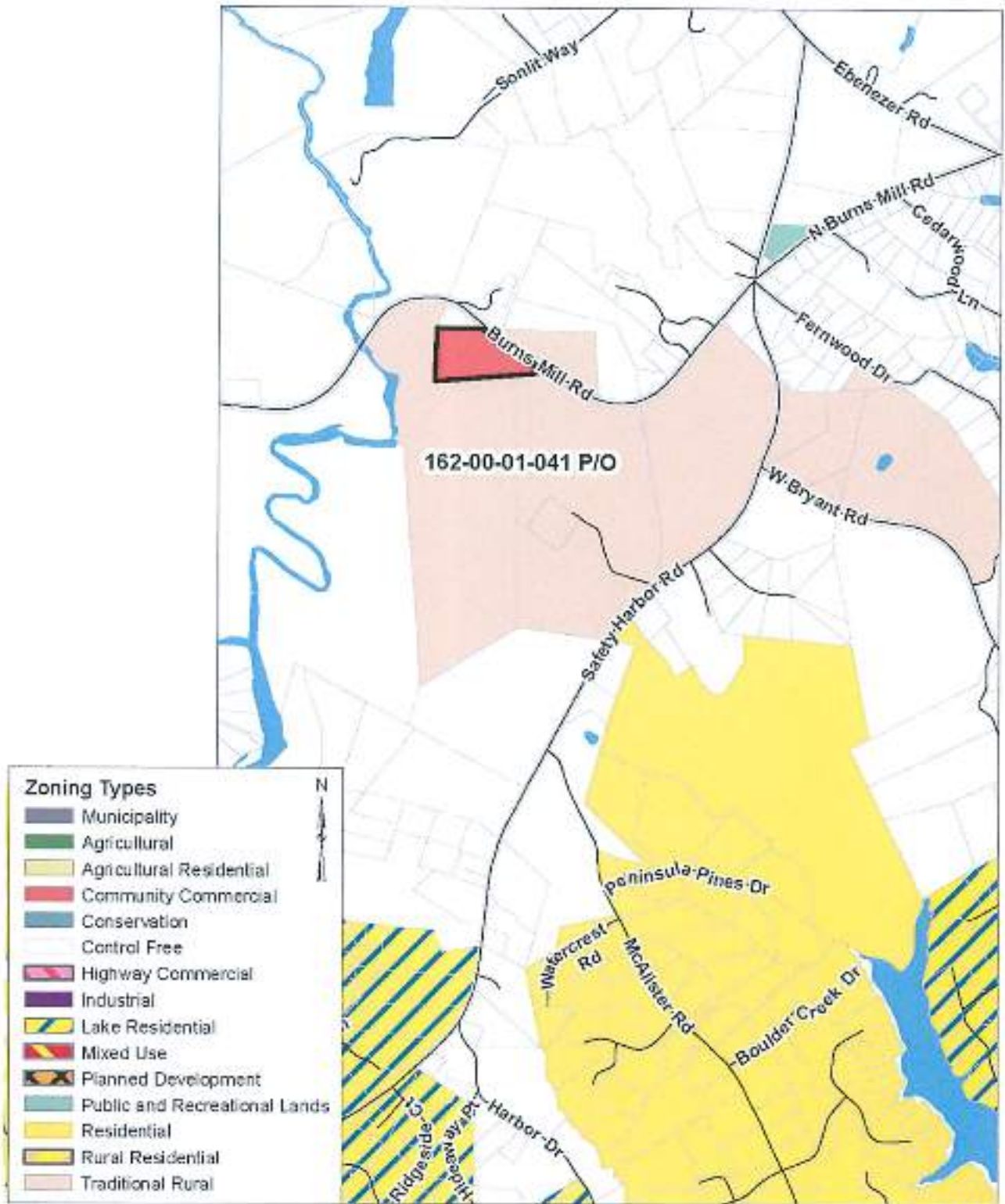
ATTEST:

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

First Reading:           September 20, 2016  
Second Reading:        October 18, 2016  
Public Hearing:  
Third Reading:

APPENDIX A

Parcel Rezoned by Ordinance 2016-26



**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: October 20, 2016  
COUNCIL MEETING TIME: 6:00 p.m.**

**ITEM TITLE [Brief Statement]:**

**First Reading of Ordinance 2016-31 [in title only]** "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO."

**BACKGROUND DESCRIPTION:**

Ordinance 2016-31 will authorize the County Administrator to execute and deliver a residential lease agreement between Oconee County as Lessor and Kent Crooks as Lessee for certain real property, including all improvements thereon, located at 207 Crooks Road, Seneca, South Carolina.

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

None

**FINANCIAL IMPACT [Brief Statement]:**

Check Here if Item Previously approved in the Budget.

Approved by : \_\_\_\_\_ Finance

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

Are Matching Funds Available: / No

If yes, who is matching and how much:

Approved by : \_\_\_\_\_ Grants

**ATTACHMENTS**

None

**STAFF RECOMMENDATION [Brief Statement]:**

It is staff's recommendation that Council take first reading, in title only, of Ordinance 2016-.

**Submitted or Prepared By:**

*S/ David A. Root*  
County Attorney

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

**Approved for Submittal to Council:**



\_\_\_\_\_  
T. Scott Moulder, County Administrator

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

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: October 20, 2016  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE [Brief Statement]:**

**First Reading of ORDINANCE 2016-32 [Title Only]** "AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF UTILITY CONSTRUCTION ALONG HIGHWAY 59, NEAR THE INTERSECTION OF HIGHWAY 59 AND FELTMAN ROAD ADJACENT TO THE GOLDEN CORNER COMMERCE PARK."

**BACKGROUND DESCRIPTION:**

Blue Ridge Electric Cooperative (BREC) requests easement rights in order to construct new multi-phase wood pole power line along the east side road frontage of Highway 59 heading north to existing multi-phase line near the intersection of Highway 59 and Feltman Road, and to install new pole, guying, and conductors near southeast corner of the property, all adjacent to the Golden Corner Commerce Park.

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

N/A

**FINANCIAL IMPACT [Brief Statement]:**

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

**Approved by :** Finance

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

Are Matching Funds Available: Yes / **No**

If yes, who is matching and how much:

**Approved by :** Grants

**ATTACHMENTS**

**STAFF RECOMMENDATION [Brief Statement]:**

It is staff's recommendation that Council approve, on first reading, this ordinance in title only.

**Submitted or Prepared By:**

*s/ David A. Root*

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

**Approved for Submittal to Council:**



\_\_\_\_\_  
T. Scott Moulder, County Administrator

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# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 18, 2016

## ITEM TITLE:

Title: **Used Excavator with Hammer Tool**

Department: **Quarry**

Amount: **\$209,420.00**

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2016-2017 budget process.

Finance Approval:



Budget: **\$395,000.00** Project Cost: **\$209,420.00**

Balance: **\$185,580.00**

## BACKGROUND DESCRIPTION:

Currently the Quarry has two Excavators in use: a larger 2002 CAT Excavator with a hammer tool attached and a smaller 2003 JCB Excavator that is used to remove overburden. A replacement hammer tool is included in this year's budget and a replacement for the CAT Excavator is scheduled for 2017. May Heavy Equipment has offered the Quarry a 2014 Hyundai R380L Excavator with a 2016 hammer tool, a 54" bucket, a quick coupler (which allows easier switching between hammer and bucket) and a hydraulic thumb (used to pick up larger flat rocks). The Quarry was allowed to try out this equipment as a demo unit and it has checked out mechanically. A year's warranty is remaining on both the Excavator and the hammer tool. May Equipment has offered to accept a trade in of the 2003 JCB Excavator for \$20,000. The cost of a new 2016 Hyundai Excavator is \$375,000, so this purchase of used equipment offers a savings of \$145,580.

## SPECIAL CONSIDERATIONS OR CONCERNS :

County procedures for the purchase of used equipment have been followed. The Quarry Manager and the Procurement Director recommend purchase of the used 2014 Hyundai R380L Excavator, per the attached letters. Procurement also approves the trade in of a 2003 JCB Excavator as part of this purchase.

## ATTACHMENT(S):

1. May Equipment Quote for Used 2014 Hyundai R380L Excavator
2. May Equipment Quote for New 2016 HX380L Excavator
3. Justification Memo from Quarry Manager
4. Justification Memo from Procurement Director

## STAFF RECOMMENDATION :

It is the staff's recommendation that Council approve the purchase of one used, 2014 Hyundai R380L Excavator from May Heavy Equipment, LLC, of Columbia, SC, for the cost of \$209,420.00 and also approve the trade-in of the 2003 JCB Excavator as part of this purchase.

Submitted or Prepared By:   
Robyn Courtright, Procurement Director

Approved for Submittal to Council:

  
T. Scott Moulder, County Administrator

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



September 16, 2016

Oconee County Quarry
Attn: Mr. Rick Martin / Pam McCall
686 Rock Crusher Rd.
Walhalla, SC 29691

Rick / Pam,

Thank you for your interest. Please find this quote on a used Excavator with Hammer, Hydraulic Thumb, & Quick Coupler. If you have any questions please, do not hesitate to contact Jesse or myself.

Used 2014 Volvo EC380EL Unit# S-266

- All Climate Cab with A/C, Radio/MP3 Player, Air Suspension Seat, Storage compartment etc.
Pin Through Coupler Hydraulic Thumb
32" Triple Grouser Shoes
54" HD Bucket with side cutters
7" Color LCD Monitor with Self Diagnostic Capability
Backup Camera
Double Acting Auxiliary Hydraulics
Front Lights
Pattern Control Lever
Hydraulic Quick Coupler
Front Cab Window Screen Protector
Current app. Hours 2250
Remaining Warranty Factory Powertrain and Hydraulic 5-2018 or 4500 hours
Used 2016 Hyundai HBD360 Hammer with Auto Greaser (remaining 1YR. warranty)

Package Sale Price FOB Walhalla, SC \$232,450

Trade in Allowance

JCB330 \$20,000

Price of EC380EL Unit S-266 package after trade \$212,450

Richie Ambrose
VP
803-917-2223 Cell



Lexington North Carolina

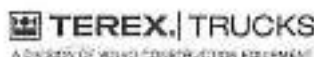


BOMAG

Raleigh North Carolina



866-629-3784
www.mayequip.com



Columbia South Carolina



Charleston South Carolina



September 16, 2016

Oconee County Quarry
Attn: Mr. Rick Martin / Ms. Pam McCall
686 Rock Crusher Rd.
Walhalla, SC 29691

Rick / Pam,

Thank you for your interest. Please find this quote on a New Excavator with Hammer, Hydraulic Thumb, & Quick Coupler. If you have any questions please, do not hesitate to contact Jesse or myself.

New 2016 HX380L Hydraulic Excavator

- Cummins QSL9 300HP engine
All Climate Cab with A/C, Radio/MP3 Player, Heated Air Suspension Seat, Hot & Cool Box, hands free mobile phone system, Storage compartment etc.
21'2" Boom & 10'6" Arm
Pin Through Coupler Hydraulic Thumb
32" Triple Grouser Shoes
54" HD Bucket with side cutters
7" Color LCD Monitor with Self Diagnostic Capability
Backup Camera
Double Acting Auxiliary Hydraulics
Hi-mate Remote GPS Management system available for fee
Front Lights
Pattern Control Lever
Hydraulic Quick Coupler
Front Cab Window Screen Protector
3 Year /3,000 Hour Full machine limited warranty standard
New 2016 Hyundai HBD360 Hammer with Auto Greaser (1YR. warranty)

Package Sale Price FOB Walhalla, SC \$375,000

Trade in Allowance

JCB330 \$20,000

Price of R380LC-9A package after trade \$355,000.00

Richie Ambrose



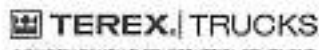
Lexington North Carolina



Raleigh North Carolina



866-629-3784 www.mayequip.com



Columbia South Carolina



Charleston South Carolina

Oconee  
County  
Quarry

D. Richard Martin  
Quarry Manager

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

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

E-mail:  
quarry@oconeesc.com



September 27, 2016

Mrs. Robyn Courtright, Procurement Director  
Oconee County  
415 S. Pine Street  
Walhalla, SC 29691

Re: Purchase of Used 2014 Hyundai Excavator with Hammer Tool

Dear Mrs. Courtright:

Currently the Quarry has two Excavators in use: a larger 2002 CAT Excavator with a hammer tool attached and a smaller 2003 JCB Excavator. The Quarry uses the excavator with the hammer tool attached to size rock to go through the crushing plant and/or to sell. There are three sizes of rip rap that are made with a hammer tool. The smaller JCB excavator with a bucket attached is used to load larger rock into customer trucks and is also used to clear overburden. We have had some mechanical/starting problems with this excavator and have had difficulty finding an authorized JCB dealer for replacement parts.

We had planned on purchasing a new hammer tool in this year's budget for approximately \$100,000 and the larger CAT excavator is scheduled for replacement in 2017-2018. When we talked to May Heavy Equipment about the hammer tool, they offered us a used 2014 Hyundai Excavator with a 2016 hammer tool attached. This excavator also comes with a 54" bucket and a Hydraulic Thumb tool that can be used to pick up larger rocks and place in trucks. Best of all, this excavator has a "quick coupler" that allows for the bucket and the hammer tool to be easily interchanged without the equipment having excessive downtime in the shop. May Heavy Equipment brought us this 2014 Excavator as a demo and we have thoroughly inspected it mechanically and it has performed well in all the applicable Quarry operations. They have also offered to accept the smaller JCB excavator as a trade-in for \$20,000. May Heavy Equipment also provided a quote for a new 2016 Hyundai excavator with all the same attachments for \$375,000.

We have obtained another quote from Linder Machinery for a used 2014 Komatsu excavator. It has the bucket and the hydraulic thumb included, but does not have the hammer and it was \$193,500. We would have to purchase the hammer separately and then we would also not have the "quick coupler" to allow switching the hammer and the bucket easily.

Based on all of the above explanations, I recommend that we purchase the 2014 Hyundai Excavator with hammer tool, bucket and hydraulic thumb from May Heavy Equipment and also trade in the smaller 2003 JCB excavator as part of this purchase.

Thank you for your kind consideration.

Sincerely,

D. Richard Martin, Quarry Manager  
Oconee County Quarry

DRM/pm

September 27, 2016

Oconee County  
Procurement Office

TO: T. Scott Moulder

FROM: Robyn M. Courtright



SUBJECT: JUSTIFICATION FOR PURCHASE OF USED 2014 HYUNDAI  
EXCAVATOR WITH HAMMER TOOL FOR THE QUARRY

Robyn M. Courtright, CPPO  
Procurement Director

In the 2016-2017 budget, the Quarry was allocated \$100,000 for the purchase of a new hammer tool and a total of \$395,000 for replacement equipment.

Per the attached justification letter received from Rick Martin, Quarry Manager, and the attached quotes comparing the pricing of the 2014 Hyundai Excavator with a 2014 Komatsu excavator and a new 2016 Hyundai Excavator, I feel that we have followed all the necessary steps to recommend this as a Used Equipment purchase.

I am recommending that we proceed with the purchase of the used 2014 Hyundai Excavator with hammer tool, bucket, hydraulic thumb and quick coupler for \$209,420.00 which also includes a trade in of \$20,000 for the 2003 JCB excavator, by recommending this purchase to County Council for the October 18, 2016 meeting.

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

Phone: 864.638.4141

Fax: 864.638.4142

[rcourtright@oconeesc.com](mailto:rcourtright@oconeesc.com)



# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 18, 2016

## ITEM TITLE:

Title: **Waterline Relocation for Cities of Seneca and Walhalla** Department: **Roads & Bridges** Amount: **\$896,071.00**

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2016-2017 budget process. Finance Approval: \_\_\_\_\_  
Budget: **\$1,007,369.00** Project Cost: **\$896,071.00** Balance: **\$111,298.00**

## BACKGROUND DESCRIPTION:

Transportation Committee 10/13/2015 directed staff to expend approximately 60% of available funding towards paved roads in poor condition. County Council confirmed this directive on 10/20/2015. The subsequent paving contract had waterlines relocated on three roads, but the bids for Road Paving were rejected due to high unit cost. The department rebid the paving contract with additional roads. Due to the required road widening for some of the projects, several waterlines have to be relocated to comply with the County ordinance.

## SPECIAL CONSIDERATIONS OR CONCERNS:

The waterlines for the affected roads are owned by the cities of Seneca and Walhalla. Therefore, each city followed their procurement guidelines to select the engineering firm and the contractor for these projects. Oconee County therefore has to reimburse the City of Seneca and the City of Walhalla for the cost of the waterline relocation. These costs include engineering fees and the contractor's bid price for the construction. The Procurement Director has reviewed the backup materials provided by each city that show that these projects were publically bid. Gar-Con, Inc., of Pickens, SC, is the low bidder for both projects. Oconee County must therefore reimburse the cities of Seneca and Walhalla in the amounts as follows:

	<u>Base Bid</u>	<u>Engineering Fees</u>	<u>Total</u>
City of Walhalla - (Springdale Dr, Meadowbrook Dr, Misty Dr, and Hillside Dr)	\$185,350.00	\$22,000.00	\$207,350.00
City of Seneca - (Crest Dr, Woodfield Dr, Greenwich Dr, Hiawasse Dr, Hartwell Dr, Iroquois Dr, East Tamasse Dr, and Teardrop Trl)	\$564,260.00	\$43,000.00	\$607,260.00
		TOTAL	\$814,610.00

## ATTACHMENT(S):

1. Letters from Seneca Light and Water and the City of Walhalla
2. Proposal from Summit Engineering Group, Inc. (Engineering firm)
3. Bid Tabs for Seneca Light and Water and for City of Walhalla

## STAFF RECOMMENDATION:

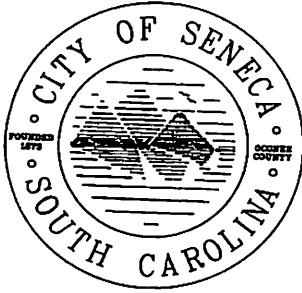
It is the staff's recommendation that Council approve (1) Payment to Seneca Light & Water, a division of the City of Seneca, in the amount of \$607,260.00 and (2) Payment to the City of Walhalla in the amount of \$207,350.00 for engineering and construction costs for the relocation of waterlines, plus a 10% contingency in the amount of \$81,461.00, for a total award of \$896,071.00. Staff also recommends Council (3) authorize the County Administrator to approve any change orders within the contingency amount.

Submitted or Prepared By: \_\_\_\_\_  
**Robyn Courtright, Procurement Director**

Approved for Submittal to Council: \_\_\_\_\_  
**T. Scott Moulder, County Administrator**

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



## ***Seneca Light & Water***

P.O. Box 4773  
250 East North Second Street  
Seneca, South Carolina 29679

Office: 864-885-2716  
Fax: 864-888-0851  
Email: [rfaires@seneca.sc.us](mailto:rfaires@seneca.sc.us)

**Robert W. Faires, III**  
Director of Utilities

October 6, 2016

Mr. Scott Moulder  
County Administrator  
Oconee County, SC  
415 South Pine Street  
Walhalla, SC 29691

Dear Mr. Moulder,

This letter is regarding the funding required to relocate the waterlines along Crest Drive (WA-261), Woodfield Drive (SE-227), Greenwich Drive (SE-184), Hiawasse Drive (SE-372), Hartwell Drive (SE-206), Iroquois Drive (SE-135), East Tamassee Drive (SE-134), and Teardrop Trail (SE-138) to allow for the widening and paving of the road. Seneca Light & Water has the sole responsibility to operate and maintain the above referenced waterlines; therefore Seneca requests funding in the amount of \$564,260 for construction and \$43,000 for engineering and construction administration. The total cost for this project will be \$607,260.

Regards,

Robert W. Faires, III

Enclosures:

Lowest Qualified Bid  
Engineering Fees



ENGINEERS • PLANNERS • SURVEYORS

August 22, 2016

City of Walhalla  
206 N. Church Street  
Walhalla, SC 29691

Attention: Mr. Scott Parris

Re: Water Line Relocation – County Road Widening 2016

Dear Mr. Parris:

Summit Engineering Group is pleased to present this proposal for engineering services to the City of Walhalla. We understand that it is the desire of the water department to relocate waterlines in coordination with Oconee County's road widening and repaving program. The waterlines to be relocated are found on Meadowbrook Drive (850'), Spring Dale Drive (1,640'), Misty Drive (497'), and Hillside Drive (1,738').

As we have discussed, the project is on a very tight schedule. The County wishes to take bids on the waterline work at the beginning of October so that waterline construction can be completed by March ready for the roadways to be repaved. Due to the limited time, construction plans will be based on available digital data of the roadways. Field surveying will be limited. Engineering will include construction plans and bid documents based on City standards. Services do not include permitting. Construction documents will be provided for bid. The bid advertisement will be prepared and provided to the City for advertisement in the local paper and to local contractors. Summit will make site visits during construction and testing for project certification. Daily inspection will be performed by the City.

If acceptable to the City of Walhalla, we can provide these services for a fee of \$22,000.

Summit Engineering Group appreciates the opportunity to present this proposal. We understand that on a project, the City of Walhalla's goal is to achieve efficient, economical solutions that get the job done and we are prepared to offer that. Please feel free to contact me should you have any questions or feel we need to discuss the specifics of this proposal. Returning a signed copy of this proposal letter will serve as authorization and concurrence to this proposal.

Very truly yours,

Summit Engineering Group, Inc.

A handwritten signature in black ink, appearing to read "Richard A. Anderson".

Richard A. Anderson, P.E.  
Project Manager



Water Line Relocation – County Road Widening 2016

Accepted by:

City of Walhalla

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted by:

Summit Engineering Group, Inc.

Name: Rich Anderson \_\_\_\_\_

Signature:  \_\_\_\_\_

Title: Principal \_\_\_\_\_

Date: 8-22-16 \_\_\_\_\_

**City of Walhalla**

206 North Church Street  
Post Office Box 1099  
Walhalla, South Carolina 29691

(864) 638-4343

Fax (864) 638-4357

October 6, 2016

Mr. Scott Moulder  
County Administrator  
Oconee County, SC  
415 South Pine Street  
Walhalla, SC 29691

Dear Mr. Moulder,

This letter is regarding the funding required to relocate the waterlines along Springdale Dr (WA-183), Meadowbrook Dr (WA-184), Misty Dr (WA-268), and Hillside Dr (WA-134) to allow for the widening and paving of the road. As the City of Walhalla has the sole responsibility to operate and maintain the above referenced waterlines; the City requests funding in the amount of \$185,350 for construction and \$22,000 for engineering and construction administration. The total cost for this project will be \$207,350.

Regards,



Nancy Goehle  
City Administrator  
City of Walhalla

Enclosures:  
Lowest Qualified Bid  
Engineering Fees



ENGINEERS • PLANNERS • SURVEYORS

August 22, 2016

City of Seneca  
Seneca Light and Water  
221 East North First Street  
Seneca SC 29679

Attention: Mr. Scott McLane

Re: Water Line Relocation – County Road Widening 2016

Dear Mr. McLane:

Summit Engineering Group is pleased to present this proposal for engineering services to Seneca Light and Water. We understand that it is the desire of the water department to relocate waterlines in coordination with Oconee County's road widening and repaving program. The waterlines to be relocated are found on Greenwich Drive (1130'), Teardrop Trail (1766'), East Tamassee Drive (1888'), Iroquois Drive (2020'), Woodfield Drive (603'), Hiawassee Drive (1040'), Hartwell Drive (3401'), and Crest Drive (295').

As we have discussed, the project is on a very tight schedule. The County wishes to take bids on the waterline work at the beginning of October so that waterline construction can be completed by March ready for the roadways to be repaved. Due to the limited time, construction plans will be based on available digital data of the roadways. Field surveying will be limited. Engineering will include construction plans and bid documents based on SL&W standards. Services do not include permitting. Construction documents will be provided for bid. The bid advertisement will be prepared and provided to SL&W for advertisement in the Seneca Journal and to local contractors. Summit will make site visits during construction for project certification. Daily inspection will be performed by SL&W.

If acceptable to Seneca Light and Water, we can provide these services for a fee of \$43,000.

Summit Engineering Group appreciates the opportunity to present this proposal. We understand that on a project, Seneca Light and Water's goal is to achieve efficient, economical solutions that get the job done and we are prepared to offer that. Please feel free to contact me should you have any questions or feel we need to discuss the specifics of this proposal. Returning a signed copy of this proposal letter will serve as authorization and concurrence to this proposal.

Very truly yours,

Summit Engineering Group, Inc.

A handwritten signature in black ink, appearing to read "R. Anderson", is written over a horizontal line.

Richard A. Anderson, P.E.  
Project Manager

Water Line Relocation – County Road Widening 2016

Accepted by:

Seneca Light and Water

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted by:

Summit Engineering Group, Inc.

Name: Rich Anderson

Signature: 

Title: Principal

Date: 8-22-16



October 5, 2016

City of Walhalla  
206 N. Church Street  
Walhalla, SC 29691

Attention: Mr. Scott Parris

Re: **Recommendation of Award**  
**Waterline Relocation for Oconee County Road Widening 2016**  
**Division I – City of Walhalla**  
**SEG Project No. 16039**

Dear Mr. Parris,

Construction bids for the above referenced project were received, publicly opened and read aloud on Tuesday, October 4, 2016 at 2:00 PM at the Seneca City Hall. Four bids were received ranging from a low bid amount of \$185,350.00 to a high bid amount of \$349,200.00. Summit Engineering Group, Inc. has completed its review of the bids and finds everything to be in order, with the exception of minor errors that did not change the low bid amount or the order of bids. The low bidder is Gar-Con, Inc. in the amount of \$185,350.00, which can be considered a reasonable bid. The enclosed "Certification of Bids" identifies the individual bidders and each bid amount.

With respect to the low bidder, Gar-Con, Inc. is properly licensed, bonded, and insured. Gar-Con was the contractor for the most recent waterline contract relating to Oconee County road widening efforts and we find no cause to disqualify the company. Based on the review, it is our belief that Gar-Con, Inc. is capable of providing the City of Walhalla a successful project.

It is therefore the tentative recommendation of this office that the contract for construction of the **Waterline Relocation for Oconee County Road Widening 2016 - Division I** project be awarded to Gar-Con, Inc. in the amount of \$185,350.00 contingent upon Oconee County approval to award the contract.

I trust that the above and enclosed information will meet with your approval. Should you have any questions and/or require additional information, please feel free to let me know.

Sincerely,  
Summit Engineering Group, Inc.

A handwritten signature in black ink, appearing to read "R. Anderson", is written over a horizontal line.

Richard A. Anderson, PE  
Project Manager

Enclosures: Bid Tabulation  
Cc: Mr. Kyle Reid – Oconee County  
Mr. Scott McLane – SL&W



CERTIFIED AS A TRUE CORRECT  
TABULATION OF BIDS RECEIVED

Summit Engineering Group, Inc.

Division I - City of Walhalla  
Waterline Relocation for Oconee County Road Widening 2016  
16039

BID DATE: October 4, 2016

BID TIME: 2:00 P.M.

PLACE OF BID OPENING: Seneca City Hall

NUMBER OF BIDS REC'D: 4

				Gar-Con, Inc, 125 Farris Bridge Rd. Pickens, SC 29671		HDH Construction 2654 Fox Run Road Seneca, SC 29672		J & M Construction, Inc. 796 LaFrance Road Anderson, SC 29625		Payne McGinn & Cummins, Inc. 2017 N. Hwy. 25 Travelers Rest, SC 29690	
Item No.	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Base Bid: DIVISION I											
A. SPRINGDALE DRIVE WATER LINE RELOCATION											
1.	Contractor Mobilization (5% Max of subtotal) (Springdale Drive Water Line Relocation)	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,905.00	\$ 2,905.00	\$ 5,000.00	\$ 5,000.00	\$ 5,600.00	\$ 5,600.00
2.	Water Distribution Mains (Including fittings, restraint, and testing)										
a.	8-inch Ductile Iron Pipe (DIP)	100	LF	\$ 50.00	\$ 5,000.00	\$ 40.45	\$ 4,045.00	\$ 60.00	\$ 6,000.00	\$ 66.00	\$ 6,600.00
b.	8-inch Polyvinyl Chloride Pipe (PVC)	900	LF	\$ 35.00	\$ 31,500.00	\$ 16.00	\$ 14,400.00	\$ 40.00	\$ 36,000.00	\$ 42.00	\$ 37,800.00
d.	2-inch High Density Polyethylene Pipe (HDPE)	850	LF	\$ 16.00	\$ 13,600.00	\$ 12.50	\$ 10,625.00	\$ 30.00	\$ 25,500.00	\$ 33.00	\$ 28,050.00
3.	Steel Encasement Pipe										
a.	12-inch	40	LF	\$ 60.00	\$ 2,400.00	\$ 122.00	\$ 4,880.00	\$ 150.00	\$ 6,000.00	\$ 140.00	\$ 5,600.00
4.	Gate Valve & Box										
a.	6-inch	2	EA	\$ 800.00	\$ 1,600.00	\$ 1,308.00	\$ 2,616.00	\$ 1,000.00	\$ 2,000.00	\$ 1,100.00	\$ 2,200.00
c.	2-inch	2	EA	\$ 500.00	\$ 1,000.00	\$ 1,167.00	\$ 2,334.00	\$ 750.00	\$ 1,500.00	\$ 500.00	\$ 1,000.00
5.	Blow-off Assembly	1	EA	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00	\$ 2,000.00	\$ 2,000.00	\$ 1,200.00	\$ 1,200.00
7.	Fire Hydrant Assembly	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 4,239.00	\$ 4,239.00	\$ 6,500.00	\$ 6,500.00	\$ 4,200.00	\$ 4,200.00
8.	Connect to Existing Water Line										
a.	6-inch connection at station 0+00	1	LS	\$ 1,750.00	\$ 1,750.00	\$ 2,708.00	\$ 2,708.00	\$ 6,500.00	\$ 6,500.00	\$ 5,500.00	\$ 5,500.00
b.	2-inch connecton at station 9+43	1	LS	\$ 250.00	\$ 250.00	\$ 1,992.00	\$ 1,992.00	\$ 4,000.00	\$ 4,000.00	\$ 1,400.00	\$ 1,400.00
9.	Erosion Control Facilities:										
a.	Sediment Tube Check Dams	12	EA	\$ 30.00	\$ 360.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 100.00	\$ 1,200.00
c.	Erosion Control Blanket	100	SY	\$ 5.00	\$ 500.00	\$ 4.00	\$ 400.00	\$ 5.00	\$ 500.00	\$ 2.00	\$ 200.00
d.	Supplemental Gravel	10	Ton	\$ 35.00	\$ 350.00	\$ 40.00	\$ 400.00	\$ 25.00	\$ 250.00	\$ 40.00	\$ 400.00
e.	Supplemental Rip-rap	10	Ton	\$ 95.00	\$ 950.00	\$ 45.00	\$ 450.00	\$ 75.00	\$ 750.00	\$ 60.00	\$ 600.00
10.	Driveway Crossings:										
b.	Asphalt Drives (Open Cut and Re-gravel)	5	EA	\$ 250.00	\$ 1,250.00	\$ 378.00	\$ 1,890.00	\$ 500.00	\$ 2,500.00	\$ 250.00	\$ 1,250.00
c.	Gravel Drives (Open Cut and Re-gravel)	1	EA	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 350.00	\$ 350.00	\$ 200.00	\$ 200.00



CERTIFIED AS A TRUE CORRECT  
TABULATION OF BIDS RECEIVED

Summit Engineering Group, Inc.

Division I - City of Walhalla

Waterline Relocation for Oconee County Road Widening 2016  
16039

BID DATE: October 4, 2016

BID TIME: 2:00 P.M.

PLACE OF BID OPENING: Seneca City Hall

NUMBER OF BIDS REC'D: 4

Item No.	Description	Quantity	Unit	Gar-Con, Inc, 125 Farris Bridge Rd. Pickens, SC 29671		HDH Construction 2654 Fox Run Road Seneca, SC 29672		J & M Construction, Inc. 796 LaFrance Road Anderson, SC 29625		Payne McGinn & Cummins, Inc 2017 N. Hwy. 25 Travelers Rest, SC 29690	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
11.	Residential Water Services:										
a.	Short Side	5	EA	\$ 500.00	\$ 2,500.00	\$ 909.00	\$ 4,545.00	\$ 1,000.00	\$ 5,000.00	\$ 700.00	\$ 3,500.00
b.	Long Side	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 1,154.00	\$ 4,616.00	\$ 1,250.00	\$ 5,000.00	\$ 1,000.00	\$ 4,000.00
12.	Cleanup, Grassing, and Site Restoration	1	LS	\$ 1,850.00	\$ 1,850.00	\$ 2,180.00	\$ 2,180.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
13.	Abandonment of Existing Water Mains										
a.	6-inch plug near station 0+00	1	LS	\$ 250.00	\$ 250.00	\$ 1,400.00	\$ 1,400.00	\$ 1,500.00	\$ 1,500.00	\$ 620.00	\$ 620.00
14.	Classified Excavation (\$150 Max per CY)	5	CY	\$ 150.00	\$ 750.00	\$ 100.00	\$ 500.00	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00
15.	Contractor Demobilization (1% Max of subtotal) (Springdale Drive Water Line Relocation)	1	LS	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00
	<b>SUBTOTAL</b>				\$ 78,110.00		\$ 69,175.00		\$ 124,200.00		\$ 117,070.00
<b>B.</b>	<b>MEADOWBROOK DRIVE WATER LINE RELOCATION</b>										
1.	Contractor Mobilization (5% Max of subtotal)	1	LS	\$ 1,800.00	\$ 1,800.00	\$ 2,150.00	\$ 2,150.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00
2.	Water Distribution Mains (including fittings, restraint, and testing)										
d.	2-inch High Density Polyethylene Pipe (HDPE)	1,200	LF	\$ 16.00	\$ 19,200.00	\$ 11.15	\$ 13,380.00	\$ 30.00	\$ 36,000.00	\$ 33.00	\$ 39,600.00
3.	Steel Encasement Pipe										
b.	6-inch	60	LF	\$ 60.00	\$ 3,600.00	\$ 95.00	\$ 5,700.00	\$ 140.00	\$ 8,400.00	\$ 120.00	\$ 7,200.00
4.	Gate Valve & Box										
c.	2-inch	3	EA	\$ 500.00	\$ 1,500.00	\$ 1,167.00	\$ 3,501.00	\$ 750.00	\$ 2,250.00	\$ 700.00	\$ 2,100.00
5.	Blow-off Assembly	1	EA	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00
8.	Connect to Existing Water Line										
c.	8 x 2-inch connection at station 0+00	1	LS	\$ 250.00	\$ 250.00	\$ 1,877.00	\$ 1,877.00	\$ 4,500.00	\$ 4,500.00	\$ 1,000.00	\$ 1,000.00
d.	2-inch connection at station 5+31	1	LS	\$ 250.00	\$ 250.00	\$ 1,715.00	\$ 1,715.00	\$ 4,000.00	\$ 4,000.00	\$ 900.00	\$ 900.00
9.	Erosion Control Facilities:										
a.	Sediment Tube Check Dams	7	EA	\$ 30.00	\$ 210.00	\$ 50.00	\$ 350.00	\$ 50.00	\$ 350.00	\$ 100.00	\$ 700.00
c.	Erosion Control Blanket	50	SY	\$ 5.00	\$ 250.00	\$ 4.00	\$ 200.00	\$ 5.00	\$ 250.00	\$ 2.00	\$ 100.00
d.	Supplemental Gravel	10	Ton	\$ 35.00	\$ 350.00	\$ 40.00	\$ 400.00	\$ 25.00	\$ 250.00	\$ 40.00	\$ 400.00



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TABULATION OF BIDS RECEIVED

Summit Engineering Group, Inc.

Division I - City of Walhalla

Waterline Relocation for Oconee County Road Widening 2016  
16039

BID DATE: October 4, 2016

BID TIME: 2:00 P.M.

PLACE OF BID OPENING: Seneca City Hall

NUMBER OF BIDS REC'D: 4

Item No.	Description	Quantity	Unit	Gar-Con, Inc. 125 Farris Bridge Rd. Pickens, SC 29671		HDH Construction 2654 Fox Run Road Seneca, SC 29672		J & M Construction, Inc. 796 LaFrance Road Anderson, SC 29625		Payne McGinn & Cummins, Inc. 2017 N. Hwy. 25 Travelers Rest, SC 29690	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	e. Supplemental Rip-rap	10	Ton	\$ 95.00	\$ 950.00	\$ 45.00	\$ 450.00	\$ 75.00	\$ 750.00	\$ 60.00	\$ 600.00
10.	Driveway Crossings:										
	b. Asphalt Drives (Open Cut and Re-gravel)	3	EA	\$ 250.00	\$ 750.00	\$ 378.00	\$ 1,134.00	\$ 500.00	\$ 1,500.00	\$ 250.00	\$ 750.00
	c. Gravel Drives (Open Cut and Re-gravel)	1	EA	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 350.00	\$ 350.00	\$ 200.00	\$ 200.00
11.	Residential Water Services:										
	a. Short Side	4	EA	\$ 500.00	\$ 2,000.00	\$ 909.00	\$ 3,636.00	\$ 1,000.00	\$ 4,000.00	\$ 700.00	\$ 2,800.00
	b. Long Side	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 1,154.00	\$ 4,616.00	\$ 1,250.00	\$ 5,000.00	\$ 1,000.00	\$ 4,000.00
12.	Cleanup, Grassing, and Site Restoration	1	LS	\$ 1,200.00	\$ 1,200.00	\$ 1,595.00	\$ 1,595.00	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00
13.	Abandonment of Existing Water Mains										
	b. 2-inch plug near station 0+00 (Springdale)	1	LS	\$ 250.00	\$ 250.00	\$ 1,400.00	\$ 1,400.00	\$ 1,000.00	\$ 1,000.00	\$ 590.00	\$ 590.00
14.	Classified Excavation (\$150 Max per CY)	5	CY	\$ 150.00	\$ 750.00	\$ 100.00	\$ 500.00	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00
15.	Contractor Demobilization (1% Max. of subtotal) (Meadowbrook Drive Water Line Relocation)	1	LS	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ 500.00	\$ 500.00	\$ 700.00	\$ 700.00
								\$ -	\$ -	\$ -	\$ -
	<b>SUBTOTAL</b>				\$ 38,310.00		\$ 44,054.00		\$ 77,350.00		\$ 70,090.00
	<b>C. MISTY DRIVE WATER LINE RELOCATION</b>										
1.	Contractor Mobilization (6% Max of subtotal) (Misty Drive Water Line Relocation)	1	LS	\$ 900.00	\$ 900.00	\$ 1,571.00	\$ 1,571.00	\$ 1,000.00	\$ 1,000.00	\$ 1,700.00	\$ 1,700.00
2.	Water Distribution Mains (Including fittings, restraint, and testing)										
	d. 2-inch High Density Polyethylene Pipe (HDPE)	450	LF	\$ 16.00	\$ 7,200.00	\$ 16.30	\$ 7,335.00	\$ 35.00	\$ 15,750.00	\$ 33.00	\$ 14,850.00
3.	Steel Encasement Pipe						\$ -				
	b. 6-inch	30	LF	\$ 60.00	\$ 1,800.00	\$ 135.00	\$ 4,050.00	\$ 150.00	\$ 4,500.00	\$ 120.00	\$ 3,600.00
4.	Gate Valve & Box										
	c. 2-inch	3	EA	\$ 500.00	\$ 1,500.00	\$ 1,167.00	\$ 3,501.00	\$ 750.00	\$ 2,250.00	\$ 700.00	\$ 2,100.00
5.	Blow-off Assembly	1	EA	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00





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TABULATION OF BIDS RECEIVED

Summit Engineering Group, Inc.

Division I - City of Walhalla

Waterline Relocation for Oconee County Road Widening 2016  
18039

Page: 4 of 18

BID DATE: October 4, 2016

BID TIME: 2:00 P.M.

PLACE OF BID OPENING: Seneca City Hall

NUMBER OF BIDS REC'D: 4

Item No.	Description	Quantity	Unit	Gar-Con, Inc, 125 Farris Bridge Rd. Pickens, SC 29671		HDH Construction 2654 Fox Run Road Seneca, SC 29672		J & M Construction, Inc. 796 LaFrance Road Anderson, SC 29625		Payne McGinn & Cummins, Inc. 2017 N. Hwy. 25 Travelers Rest, SC 29690	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
8.	Connect to Existing Water Line										
e.	2-inch connection at station 0+00	1	LS	\$ 500.00	\$ 500.00	\$ 1,580.00	\$ 1,580.00	\$ 3,500.00	\$ 3,500.00	\$ 1,100.00	\$ 1,100.00
f.	2-inch connection at station 1+20	1	LS	\$ 500.00	\$ 500.00	\$ 1,665.00	\$ 1,665.00	\$ 3,500.00	\$ 3,500.00	\$ 1,100.00	\$ 1,100.00
9.	Erosion Control Facilities:										
a.	Sediment Tube Check Dams	3	EA	\$ 30.00	\$ 90.00	\$ 75.00	\$ 225.00	\$ 50.00	\$ 150.00	\$ 100.00	\$ 300.00
c.	Erosion Control Blanket	30	SY	\$ 5.00	\$ 150.00	\$ 6.00	\$ 180.00	\$ 5.00	\$ 150.00	\$ 2.00	\$ 60.00
d.	Supplemental Gravel	10	Ton	\$ 35.00	\$ 350.00	\$ 40.00	\$ 400.00	\$ 25.00	\$ 250.00	\$ 40.00	\$ 400.00
e.	Supplemental Rip-rap	10	Ton	\$ 95.00	\$ 950.00	\$ 45.00	\$ 450.00	\$ 75.00	\$ 750.00	\$ 60.00	\$ 600.00
10.	Driveway Crossings:							\$ -	\$ -		
b.	Asphalt Drives (Open Cut and Re-gravel)	1	EA	\$ 250.00	\$ 250.00	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00
c.	Gravel Drives (Open Cut and Re-gravel)	1	EA	\$ 250.00	\$ 250.00	\$ 400.00	\$ 400.00	\$ 350.00	\$ 350.00	\$ 200.00	\$ 200.00
11.	Residential Water Services:										
a.	Short Side	3	EA	\$ 500.00	\$ 1,500.00	\$ 1,200.00	\$ 3,600.00	\$ 1,000.00	\$ 3,000.00	\$ 700.00	\$ 2,100.00
b.	Long Side	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,154.00	\$ 1,154.00	\$ 1,250.00	\$ 1,250.00	\$ 1,000.00	\$ 1,000.00
12.	Cleanup, Grassing, and Site Restoration	1	LS	\$ 450.00	\$ 450.00	\$ 2,180.00	\$ 2,180.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
13.	Anandonment of Existing Water Mains										
c.	2-inch plug near station 0+00	1	LS	\$ 250.00	\$ 250.00	\$ 1,301.00	\$ 1,301.00	\$ 1,000.00	\$ 1,000.00	\$ 590.00	\$ 590.00
d.	2-inch plug near station 1+20	1	LS	\$ 250.00	\$ 250.00	\$ 1,301.00	\$ 1,301.00	\$ 1,000.00	\$ 1,000.00	\$ 590.00	\$ 590.00
14.	Classified Excavation (\$150 Max per CY)	5	CY	\$ 150.00	\$ 750.00	\$ 100.00	\$ 500.00	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00
15.	Contractor Demobilization (% Max. of subtotal)	1	LS	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ 300.00	\$ 300.00	\$ 340.00	\$ 340.00
	(Misty Drive Water Line Relocation)										
	<b>SUBTOTAL</b>				\$ 19,240.00		\$ 32,993.00		\$ 42,950.00		\$ 33,830.00



CERTIFIED AS A TRUE CORRECT  
TABULATION OF BIDS RECEIVED

Summit Engineering Group, Inc.

Division I - City of Walhalla

Waterline Relocation for Oconee County Road Widening 2016  
16039

Page: 5 of 18

BID DATE: October 4, 2016

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PLACE OF BID OPENING: Seneca City Hall

NUMBER OF BIDS REC'D: 4

Item No.	Description	Quantity	Unit	Gar-Con, Inc, 125 Farris Bridge Rd. Pickens, SC 29671		HDH Construction 2654 Fox Run Road Seneca, SC 29872		J & M Construction, Inc. 796 LaFrance Road Anderson, SC 29625		Payne McGinn & Cummins, Inc 2017 N. Hwy. 25 Travelers Rest, SC 29890	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
D.	<b>HILLSIDE DRIVE WATER LINE RELOCATION</b>										
1.	Contractor Mobilization (5% Max. of subtotal) (Hillside Drive Water Line Relocation)	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,550.00	\$ 2,550.00	\$ 5,000.00	\$ 5,000.00	\$ 4,200.00	\$ 4,200.00
2.	Water Distribution Mains (Including fittings, restraint, and testing)										
d.	2-inch High Density Polyethylene Pipe (HDPE)	1,700	LF	\$ 16.00	\$ 27,200.00	\$ 11.90	\$ 20,230.00	\$ 35.00	\$ 59,500.00	\$ 33.00	\$ 56,100.00
4.	Gate Valve & Box										
c.	2-inch	2	EA	\$ 500.00	\$ 1,000.00	\$ 1,167.00	\$ 2,334.00	\$ 750.00	\$ 1,500.00	\$ 700.00	\$ 1,400.00
5.	Blow-off Assembly	1	EA	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00
6.	Air Release Valve										
a.	Manual	2	EA	\$ 500.00	\$ 1,000.00	\$ 1,026.00	\$ 2,052.00	\$ 2,500.00	\$ 5,000.00	\$ 700.00	\$ 1,400.00
8.	Connect to Existing Water Line										
g.	2-inch connection at station 0+00	1	LS	\$ 250.00	\$ 250.00	\$ 1,724.00	\$ 1,724.00	\$ 3,500.00	\$ 3,500.00	\$ 600.00	\$ 600.00
h.	2-inch connection at station 16+30	1	LS	\$ 250.00	\$ 250.00	\$ 1,724.00	\$ 1,724.00	\$ 3,500.00	\$ 3,500.00	\$ 600.00	\$ 600.00
9.	Erosion Control Facilities:										
a.	Sediment Tube Check Dams	8	EA	\$ 30.00	\$ 240.00	\$ 50.00	\$ 400.00	\$ 50.00	\$ 400.00	\$ 100.00	\$ 800.00
b.	Silt Fence	600	LF	\$ 5.00	\$ 3,000.00	\$ 5.00	\$ 3,000.00	\$ 5.00	\$ 3,000.00	\$ 3.00	\$ 1,800.00
c.	Erosion Control Blanket	100	SY	\$ 5.00	\$ 500.00	\$ 4.00	\$ 400.00	\$ 5.00	\$ 500.00	\$ 2.00	\$ 200.00
d.	Supplemental Gravel	10	Ton	\$ 35.00	\$ 350.00	\$ 40.00	\$ 400.00	\$ 25.00	\$ 250.00	\$ 40.00	\$ 400.00
e.	Supplemental Rip-rap	10	Ton	\$ 95.00	\$ 950.00	\$ 45.00	\$ 450.00	\$ 75.00	\$ 750.00	\$ 60.00	\$ 600.00
10.	Driveway Crossings:										
a.	Concrete Drives (Free Bore)	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 350.00	\$ 350.00	\$ 1,000.00	\$ 1,000.00	\$ 450.00	\$ 450.00
b.	Asphalt Drives (Open Cut and Re-gravel)	2	EA	\$ 250.00	\$ 500.00	\$ 540.00	\$ 1,080.00	\$ 500.00	\$ 1,000.00	\$ 250.00	\$ 500.00
c.	Gravel Drives (Open Cut and Re-gravel)	3	EA	\$ 250.00	\$ 750.00	\$ 420.00	\$ 1,260.00	\$ 350.00	\$ 1,050.00	\$ 200.00	\$ 600.00
11.	Residential Water Services:										
a.	Short Side	4	EA	\$ 500.00	\$ 2,000.00	\$ 1,150.00	\$ 4,600.00	\$ 1,000.00	\$ 4,000.00	\$ 700.00	\$ 2,800.00
b.	Long Side	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 1,205.00	\$ 4,820.00	\$ 1,250.00	\$ 5,000.00	\$ 1,000.00	\$ 4,000.00
12.	Cleanup, Grassing, and Site Restoration	1	LS	\$ 1,700.00	\$ 1,700.00	\$ 2,180.00	\$ 2,180.00	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00



CERTIFIED AS A TRUE CORRECT  
TABULATION OF BIDS RECEIVED

*[Signature]*  
Summit Engineering Group, Inc.

Division I - City of Walhalla  
Waterline Relocation for Oconee County Road Widening 2016  
16039

BID DATE: October 4, 2016

BID TIME: 2:00 P.M.

PLACE OF BID OPENING: Seneca City Hall

NUMBER OF BIDS REC'D: 4

				Gar-Con, Inc, 125 Farris Bridge Rd. Pickens, SC 29671		HDH Construction 2654 Fox Run Road Seneca, SC 29672		J & M Construction, Inc. 796 LaFrance Road Anderson, SC 29625		Payne McGinn & Cummins, Inc 2017 N. Hwy. 25 Travelers Rest, SC 29690	
Item No.	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
13	Abandonment of Existing Water Mains										
e.	2-Inch plug near station 0+00	1	LS	\$ 250.00	\$ 250.00	\$ 1,358.00	\$ 1,358.00	\$ 1,000.00	\$ 1,000.00	\$ 590.00	\$ 590.00
f.	2-Inch plug near station 16+30	1	LS	\$ 250.00	\$ 250.00	\$ 1,358.00	\$ 1,358.00	\$ 1,000.00	\$ 1,000.00	\$ 590.00	\$ 590.00
14.	Classified Excavation (\$150 Max per CY)	10	CY	\$ 150.00	\$ 1,500.00	\$ 100.00	\$ 1,000.00	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00
15.	Contractor Demobilization (1% Max. of subtotal) (Hillside Drive Water Line Relocation)	1	LS	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 750.00	\$ 750.00	\$ 850.00	\$ 850.00
	<b>SUBTOTAL</b>				\$ 49,690.00		\$ 54,470.00		\$ 104,700.00		\$ 84,680.00
	<b>TOTAL OF ALL WATERLINE RELOCATIONS IN DIVISION 1</b>				\$ 185,350.00		\$ 200,692.00		\$ 349,200.00		\$ 305,670.00



October 5, 2016

City of Seneca  
Seneca Light and Water  
221 East North First Street  
Seneca SC 29679

Attention: Mr. Scott McLane

Re: **Recommendation of Award**  
**Waterline Relocation for Oconee County Road Widening 2016**  
**Division II – City of Seneca**  
**SEG Project No. 16039**

Dear Mr. McLane,

Construction bids for the above referenced project were received, publicly opened and read aloud on Tuesday, October 4, 2016 at 2:00 PM at the Seneca City Hall. Four bids were received ranging from a low bid amount of \$564,260.00 to a high bid amount of \$924,690.00. Summit Engineering Group, Inc. has completed its review of the bids and finds everything to be in order. The low bidder is Gar-Con, Inc. in the amount of \$564,260.00, which can be considered a reasonable bid. The enclosed "Certification of Bids" identifies the individual bidders and each bid amount.

With respect to the low bidder, Gar-Con, Inc. is properly licensed, bonded, and insured. Gar-Con was the contractor for the most recent waterline contract relating to Oconee County road widening efforts and we find no cause to disqualify the company. Based on the review, it is our belief that Gar-Con, Inc. is capable of providing the City of Seneca a successful project.

It is therefore the tentative recommendation of this office that the contract for construction of the **Waterline Relocation for Oconee County Road Widening 2016 - Division II** project be awarded to Gar-Con, Inc. in the amount of \$564,260.00 contingent upon Oconee County approval to award the contract.

I trust that the above and enclosed information will meet with your approval. Should you have any questions and/or require additional information, please feel free to let me know.

Sincerely,  
Summit Engineering Group, Inc.

Richard A. Anderson, PE  
Project Manager

Enclosures: Bid Tabulation  
Cc: Mr. Kyle Reid – Oconee County  
Mr. Scott Parris – City of Walhalla



CERTIFIED AS A TRUE CORRECT  
TABULATION OF BIDS RECEIVED

Summit Engineering Group, Inc.

Division II - City of Seneca

Waterline Relocation for Oconee County Road Widening 2016  
16039

Page: 7 of 18

BID DATE: October 4, 2016

BID TIME: 2:00 P.M.

PLACE OF BID OPENING: Seneca City Hall

NUMBER OF BIDS REC'D: 4

				Gar-Con, Inc, 125 Farris Bridge Rd. Pickens, SC 29671		HDH Construction 2654 Fox Run Road Seneca, SC 29672		J & M Construction, Inc. 796 LaFrance Road Anderson, SC 29625		Payne McGinn & Cummins, Inc 2017 N. Hwy. 25 Travelers Rest, SC 29690	
Item No.	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	<b>BASE BID: DIVISION II</b>										
	<b>E. CREST DRIVE WATER LINE RELOCATION</b>										
1.	Contractor Mobilization (5% Max. of subtotal) (Crest Drive Water Line Relocation)	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,500.90	\$ 1,500.90	\$ 2,000.00	\$ 2,000.00	\$ 1,770.00	\$ 1,770.00
2.	Water Distribution Mains (including fittings, restraint, and testing)										
	c. 2-1/2-Inch Polyvinyl Chloride Pipe (PVC)	500	LF	\$ 16.00	\$ 8,000.00	\$ 19.14	\$ 9,570.00	\$ 25.00	\$ 12,500.00	\$ 38.00	\$ 19,000.00
3.	Steel Encasement Pipe										
	b. 6-Inch	30	LF	\$ 60.00	\$ 1,800.00	\$ 126.87	\$ 3,806.10	\$ 100.00	\$ 3,000.00	\$ 120.00	\$ 3,600.00
4.	Gate Valve & Box										
	b. 2-1/2-Inch	1	EA	\$ 500.00	\$ 500.00	\$ 1,156.00	\$ 1,156.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
5.	Blow-off Assembly	1	EA	\$ 500.00	\$ 500.00	\$ 1,056.00	\$ 1,056.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00
8.	Connect to Existing Water Line										
	h. 2.5-Inch connection at station 0+00	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 2,106.00	\$ 2,106.00	\$ 2,000.00	\$ 2,000.00	\$ 700.00	\$ 700.00
9.	Erosion control Facilities:										
	a. Sediment Tube Check Dams	3	EA	\$ 30.00	\$ 90.00	\$ 75.00	\$ 225.00	\$ 50.00	\$ 150.00	\$ 100.00	\$ 300.00
	b. Silt Fence	100	LF	\$ 5.00	\$ 500.00	\$ 8.00	\$ 800.00	\$ 5.00	\$ 500.00	\$ 3.00	\$ 300.00
	c. Erosion Control Blanket	10	SY	\$ 5.00	\$ 50.00	\$ 50.00	\$ 500.00	\$ 25.00	\$ 250.00	\$ 2.00	\$ 20.00
	E. Supplemental Rip-rap	10	Ton	\$ 95.00	\$ 950.00	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00	\$ 60.00	\$ 600.00
10.	Driveway Crossings:										
	a. Concrete Drives (Free Bore)	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 350.00	\$ 1,050.00	\$ 750.00	\$ 2,250.00	\$ 500.00	\$ 1,500.00
11.	Residential Water Services:										
	a. Short Side	2	EA	\$ 500.00	\$ 1,000.00	\$ 1,455.00	\$ 2,910.00	\$ 900.00	\$ 1,800.00	\$ 700.00	\$ 1,400.00
	b. Long Side	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 1,285.00	\$ 3,855.00	\$ 1,150.00	\$ 3,450.00	\$ 1,000.00	\$ 3,000.00
12.	Cleanup, Grassing, and Site Restoration	1	LS	\$ 500.00	\$ 500.00	\$ 2,180.00	\$ 2,180.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00
13.	Abandonment of Existing Water Mains										
	g. 2.5" plug near station 0+00	1	LS	\$ 250.00	\$ 250.00	\$ 1,356.00	\$ 1,356.00	\$ 850.00	\$ 850.00	\$ 610.00	\$ 610.00



CERTIFIED AS A TRUE CORRECT  
TABULATION OF BIDS RECEIVED

Summit Engineering Group, Inc.

Division II - City of Seneca

Waterline Relocation for Oconee County Road Widening 2016  
16039

BID DATE: October 4, 2016

BID TIME: 2:00 P.M.

PLACE OF BID OPENING: Seneca City Hall

NUMBER OF BIDS REC'D: 4

Item No.	Description	Quantity	Unit	Gar-Con, Inc, 125 Farris Bridge Rd. Pickens, SC 29671		HDH Construction 2654 Fox Run Road Seneca, SC 29672		J & M Construction, Inc. 796 LaFrance Road Anderson, SC 29625		Payne McGinn & Cummins, Inc 2017 N. Hwy. 25 Travelers Rest, SC 29690	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
14.	Classified Excavation (150 Max per CY)	5	CY	\$ 150.00	\$ 750.00	\$ 125.00	\$ 625.00	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00
15	Contractor Demobilization (1% Max. of subtotal)	1	LS	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ 250.00	\$ 250.00	\$ 370.00	\$ 370.00
	(Crest Drive Water Line Relocation)										
	<b>SUBTOTAL</b>				\$ 23,090.00		\$ 33,186.00		\$ 33,550.00		\$ 37,120.00
<b>F.</b>	<b>WOODFIELD DRIVE WATER LINE RELOCATION</b>										
1.	Contractor Mobilization (5% Max. of subtotal)	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,485.00	\$ 1,485.00	\$ 2,000.00	\$ 2,000.00	\$ 1,800.00	\$ 1,800.00
	(Woodfield Drive Water Line Relocation)										
2.	Water Distribution Mains (Including fittings, restraint, and testing)										
c.	2-1/2-inch Polyvinyl Chloride Pipe (PVC)	600	LF	\$ 16.00	\$ 9,600.00	\$ 18.00	\$ 10,800.00	\$ 20.00	\$ 12,000.00	\$ 38.00	\$ 22,800.00
4.	Gate Valve & Box										
c.	2-inch	2	EA	\$ 500.00	\$ 1,000.00	\$ 785.00	\$ 1,530.00	\$ 750.00	\$ 1,500.00	\$ 800.00	\$ 1,600.00
5.	Blow-off Assembly	1	EA	\$ 500.00	\$ 500.00	\$ 1,354.00	\$ 1,354.00	\$ 1,750.00	\$ 1,750.00	\$ 1,200.00	\$ 1,200.00
8.	Connect to Existing Water Line										
i.	8-Inch connection at station 0+00	1	LS	\$ 250.00	\$ 250.00	\$ 1,782.00	\$ 1,782.00	\$ 2,500.00	\$ 2,500.00	\$ 900.00	\$ 900.00
j.	2-inch connection at station 5+92	1	LS	\$ 500.00	\$ 500.00	\$ 1,615.00	\$ 1,615.00	\$ 2,300.00	\$ 2,300.00	\$ 1,200.00	\$ 1,200.00
9.	Erosion Control Facilities:										
a.	Sediment Tube Check Dams	4	EA	\$ 30.00	\$ 120.00	\$ 75.00	\$ 300.00	\$ 50.00	\$ 200.00	\$ 100.00	\$ 400.00
c.	Erosion Control Blanket	50	SY	\$ 5.00	\$ 250.00	\$ 5.00	\$ 250.00	\$ 5.00	\$ 250.00	\$ 2.00	\$ 100.00
d.	Supplemental Gravel	10	Ton	\$ 35.00	\$ 350.00	\$ 50.00	\$ 500.00	\$ 25.00	\$ 250.00	\$ 40.00	\$ 400.00
e.	Supplemental Rip-rap	10	Ton	\$ 95.00	\$ 950.00	\$ 50.00	\$ 500.00	\$ 75.00	\$ 750.00	\$ 60.00	\$ 600.00
10.	Driveway Crossings:										
b.	Asphalt Drives (Open Cut and Re-gravel)	3	EA	\$ 250.00	\$ 750.00	\$ 478.00	\$ 1,434.00	\$ 350.00	\$ 1,050.00	\$ 250.00	\$ 750.00



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TABULATION OF BIDS RECEIVED

Division II - City of Seneca

Waterline Relocation for Oconee County Road Widening 2016  
16039

BID DATE: October 4, 2016

BID TIME: 2:00 P.M.

PLACE OF BID OPENING: Seneca City Hall

NUMBER OF BIDS REC'D: 4

Summit Engineering Group, Inc.

Item No.	Description	Quantity	Unit	Gar-Con, Inc. 125 Farris Bridge Rd. Pickens, SC 29671		HDH Construction 2654 Fox Run Road Seneca, SC 29672		J & M Construction, Inc. 796 LaFrance Road Anderson, SC 29625		Payne McGinn & Cummins, Inc. 2017 N. Hwy. 25 Travelers Rest, SC 29690	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
11.	Residential Water Services:										
a.	Short Side	3	EA	\$ 500.00	\$ 1,500.00	\$ 776.00	\$ 2,328.00	\$ 900.00	\$ 2,700.00	\$ 700.00	\$ 2,100.00
b.	Long Side	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 1,126.00	\$ 2,252.00	\$ 1,150.00	\$ 2,300.00	\$ 1,000.00	\$ 2,000.00
12.	Cleanup, Grassing, and Site Restoration	1	LS	\$ 600.00	\$ 600.00	\$ 2,180.00	\$ 2,180.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00
13.	Abandonment of Existing Water Mains										
h.	2-inch plug near station 0+00	1	LS	\$ 250.00	\$ 250.00	\$ 1,187.00	\$ 1,187.00	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 600.00
i.	2-inch plug near station 5+02	1	LS	\$ 250.00	\$ 250.00	\$ 1,187.00	\$ 1,187.00	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 600.00
14.	Classified Excavation (\$150 Max per CY)	5	CY	\$ 150.00	\$ 750.00	\$ 125.00	\$ 625.00	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00
15.	Contractor Demobilization (1% Max. of subtotal) (Woodfield Drive Water Line Relocation)	1	LS	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ 300.00	\$ 300.00	\$ 390.00	\$ 390.00
	<b>SUBTOTAL</b>				\$ 20,720.00		\$ 31,309.00		\$ 33,600.00		\$ 39,690.00
G.	<b>GREENWICH DRIVE WATER LINE RELOCATION</b>										
1.	Contractor Mobilization (5% Max. of subtotal) (Greenwich Drive Water Line Relocation)	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,235.00	\$ 2,235.00	\$ 2,500.00	\$ 2,500.00	\$ 3,900.00	\$ 3,900.00
2.	Water Distribution Mains (including fittings, restraint, and testing)										
c.	2-1/2-inch Polyvinyl Chloride Pipe (PVC)	1,200	LF	\$ 16.00	\$ 19,200.00	\$ 16.80	\$ 20,160.00	\$ 20.00	\$ 24,000.00	\$ 38.00	\$ 45,600.00
3.	Steel Encasement Pipe										
b.	6-inch	90	LF	\$ 60.00	\$ 5,400.00	\$ 102.00	\$ 9,180.00	\$ 105.00	\$ 9,450.00	\$ 120.00	\$ 10,800.00
4.	Gata Valve & Box										
b.	2-1/2-inch	4	EA	\$ 500.00	\$ 2,000.00	\$ 1,156.00	\$ 4,624.00	\$ 750.00	\$ 3,000.00	\$ 800.00	\$ 3,200.00
c.	2-inch	2	EA	\$ 500.00	\$ 1,000.00	\$ 1,061.00	\$ 2,122.00	\$ 650.00	\$ 1,300.00	\$ 700.00	\$ 1,400.00
5.	Blow-off Assembly	1	EA	\$ 500.00	\$ 500.00	\$ 1,427.00	\$ 1,427.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00



CERTIFIED AS A TRUE CORRECT  
TABULATION OF BIDS RECEIVED

Summit Engineering Group, Inc.

Division II - City of Seneca

Waterline Relocation for Oconee County Road Widening 2016  
16039

Page: 10 of 18

BID DATE: October 4, 2016

BID TIME: 2:00 P.M.

PLACE OF BID OPENING: Seneca City Hall

NUMBER OF BIDS REC'D: 4

Item No.	Description	Quantity	Unit	Gar-Con, Inc, 125 Farris Bridge Rd. Pickens, SC 29671		HDH Construction 2654 Fox Run Road Seneca, SC 29672		J & M Construction, Inc. 796 LaFrance Road Anderson, SC 29625		Payne McGinn & Cummins, Inc. 2017 N. Hwy. 25 Travelers Rest, SC 29690	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
6.	Air Release Valve										
b.	Automatic	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,485.00	\$ 1,485.00	\$ 1,500.00	\$ 1,500.00	\$ 700.00	\$ 700.00
8.	Connect to Existing Water Line										
k.	2-inch connection at station 0+00	1	LS	\$ 250.00	\$ 250.00	\$ 1,498.00	\$ 1,498.00	\$ 1,750.00	\$ 1,750.00	\$ 600.00	\$ 600.00
l.	2.5-inch connection at station 4+10	1	LS	\$ 500.00	\$ 500.00	\$ 1,255.00	\$ 1,255.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00
m.	2.5-inch connection at station 11+29	1	LS	\$ 500.00	\$ 500.00	\$ 1,492.00	\$ 1,492.00	\$ 1,750.00	\$ 1,750.00	\$ 1,200.00	\$ 1,200.00
9.	Erosion Control Facilities:										
a.	Sediment Tube Check Dams	10	EA	\$ 30.00	\$ 300.00	\$ 65.00	\$ 650.00	\$ 50.00	\$ 500.00	\$ 100.00	\$ 1,000.00
b.	Silt Fence	100	LF	\$ 5.00	\$ 500.00	\$ 8.00	\$ 800.00	\$ 5.00	\$ 500.00	\$ 3.00	\$ 300.00
c.	Erosion Control Blanket	100	SY	\$ 5.00	\$ 500.00	\$ 4.00	\$ 400.00	\$ 5.00	\$ 500.00	\$ 2.00	\$ 200.00
d.	Supplemental Gravel	10	Ton	\$ 35.00	\$ 350.00	\$ 50.00	\$ 500.00	\$ 25.00	\$ 250.00	\$ 40.00	\$ 400.00
e.	Supplemental Rip-rap	10	Ton	\$ 95.00	\$ 950.00	\$ 50.00	\$ 500.00	\$ 75.00	\$ 750.00	\$ 60.00	\$ 600.00
10.	Driveway Crossings:										
b.	Asphalt Drives (Open Cut and Re-gravel)	5	EA	\$ 250.00	\$ 1,250.00	\$ 568.00	\$ 2,840.00	\$ 250.00	\$ 1,250.00	\$ 250.00	\$ 1,250.00
11.	Residential Water Services:										
a.	Short Side	4	EA	\$ 500.00	\$ 2,000.00	\$ 673.00	\$ 2,692.00	\$ 900.00	\$ 3,600.00	\$ 700.00	\$ 2,800.00
b.	Long Side	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 1,127.00	\$ 2,254.00	\$ 1,150.00	\$ 2,300.00	\$ 1,000.00	\$ 2,000.00
12.	Cleanup, Grassing, and Site Restoration	1	LS	\$ 1,200.00	\$ 1,200.00	\$ 2,180.00	\$ 2,180.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00
13.	Abandonment of Existing Water Mains										
j.	2-inch plug near station 0+00	1	LS	\$ 250.00	\$ 250.00	\$ 1,245.00	\$ 1,245.00	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 600.00
k.	2-inch plug near station 11+29	1	LS	\$ 250.00	\$ 250.00	\$ 1,245.00	\$ 1,245.00	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 600.00
14.	Classified Excavation (\$150 Max per CY)	5	CY	\$ 150.00	\$ 750.00	\$ 125.00	\$ 625.00	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00
15.	Contractor Demobilization (1% Max of subtotal) (Greenwich Drive Water Line Relocation)	1	LS	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ 750.00	\$ 750.00	\$ 830.00	\$ 830.00
	<b>SUBTOTAL</b>				\$ 43,050.00		\$ 61,389.00		\$ 63,400.00		\$ 84,130.00





CERTIFIED AS A TRUE CORRECT  
TABULATION OF BIDS RECEIVED

Summit Engineering Group, Inc.

Division II - City of Seneca

Waterline Relocation for Oconee County Road Widening 2016  
16039

Page: 11 of 18

BID DATE: October 4, 2016

BID TIME: 2:00 P.M.

PLACE OF BID OPENING: Seneca City Hall

NUMBER OF BIDS REC'D: 4

Item No.	Description	Quantity	Unit	Gar-Con, Inc, 125 Farris Bridge Rd. Pickens, SC 29671		HDH Construction 2654 Fox Run Road Seneca, SC 29672		J & M Construction, Inc. 796 LaFrance Road Anderson, SC 29625		Payne McGinn & Cummins, Inc 2017 N. Hwy. 25 Travelers Rest, SC 29690	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>H.</b>	<b>HIWASSEE DRIVE WATER LINE RELOCATION</b>										
1.	Contractor Mobilization (5% Max. of subtotal)	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 2,046.00	\$ 2,046.00	\$ 3,500.00	\$ 3,500.00	\$ 3,300.00	\$ 3,300.00
2.	Water Distribution Mains (including fittings, restraint, and testing)										
c.	2-1/2-Inch Polyvinyl Chloride Pipe (PVC)	1,150	LF	\$ 16.00	\$ 18,400.00	\$ 17.50	\$ 20,125.00	\$ 20.00	\$ 23,000.00	\$ 38.00	\$ 43,700.00
3.	Steel Encasement Pipe										
b.	6-Inch	30	LF	\$ 60.00	\$ 1,800.00	\$ 127.00	\$ 3,810.00	\$ 100.00	\$ 3,000.00	\$ 120.00	\$ 3,600.00
4.	Gate Valve & Box										
c.	2-Inch	2	EA	\$ 500.00	\$ 1,000.00	\$ 1,061.00	\$ 2,122.00	\$ 650.00	\$ 1,300.00	\$ 600.00	\$ 1,200.00
5.	Blow-off Assembly	1	EA	\$ 500.00	\$ 500.00	\$ 1,420.00	\$ 1,420.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00
8.	Connect to Existing Water Line										
n.	6-Inch connection at station 0+00	1	LS	\$ 250.00	\$ 250.00	\$ 1,816.00	\$ 1,816.00	\$ 2,000.00	\$ 2,000.00	\$ 900.00	\$ 900.00
o.	2-Inch connection at station 10+95	1	LS	\$ 250.00	\$ 250.00	\$ 1,492.00	\$ 1,492.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00
p.	2.5-Inch connection at station 11+12	1	LS	\$ 250.00	\$ 250.00	\$ 1,151.00	\$ 1,151.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00
9.	Erosion Control Facilities:										
a.	Sediment Tube Check Dams	4	EA	\$ 30.00	\$ 120.00	\$ 75.00	\$ 300.00	\$ 50.00	\$ 200.00	\$ 100.00	\$ 400.00
c.	Erosion Control Blanket	100	SY	\$ 5.00	\$ 500.00	\$ 4.00	\$ 400.00	\$ 5.00	\$ 500.00	\$ 2.00	\$ 200.00
d.	Supplemental Gravel	10	Ton	\$ 35.00	\$ 350.00	\$ 50.00	\$ 500.00	\$ 25.00	\$ 250.00	\$ 40.00	\$ 400.00
e.	Supplemental Rip-rap	10	Ton	\$ 95.00	\$ 950.00	\$ 50.00	\$ 500.00	\$ 75.00	\$ 750.00	\$ 60.00	\$ 600.00
10.	Driveway Crossings:										
a.	Concrete Drives (Free Bore)	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00
b.	Asphalt Drives (Open Cut and Re-gravel)	4	EA	\$ 250.00	\$ 1,000.00	\$ 425.00	\$ 1,700.00	\$ 250.00	\$ 1,000.00	\$ 250.00	\$ 1,000.00
c.	Gravel Drives (Open Cut and Re-gravel)	1	EA	\$ 250.00	\$ 250.00	\$ 300.00	\$ 300.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 200.00
11.	Residential Water Services										
a.	Short Side	4	EA	\$ 500.00	\$ 2,000.00	\$ 910.00	\$ 3,640.00	\$ 900.00	\$ 3,600.00	\$ 700.00	\$ 2,800.00
b.	Long Side	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 1,126.00	\$ 4,504.00	\$ 1,150.00	\$ 4,600.00	\$ 1,000.00	\$ 4,000.00



CERTIFIED AS A TRUE CORRECT  
TABULATION OF BIDS RECEIVED

Summit Engineering Group, Inc.

Division II - City of Seneca

Waterline Relocation for Oconee County Road Widening 2016  
16039

Page: 12 of 18

BID DATE: October 4, 2016

BID TIME: 2:00 P.M.

PLACE OF BID OPENING: Seneca City Hall

NUMBER OF BIDS REC'D: 444

Item No.	Description	Quantity	Unit	Gar-Con, Inc, 125 Farris Bridge Rd. Pickens, SC 29671		HDH Construction 2654 Fox Run Road Seneca, SC 29672		J & M Construction, Inc. 796 LaFrance Road Anderson, SC 29625		Payne McGinn & Cummins, Inc 2017 N. Hwy. 25 Travelers Rest, SC 29690	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
12.	Cleanup, Grassing, and Site Restoration	1	LS	\$ 1,150.00	\$ 1,150.00	\$ 2,180.00	\$ 2,180.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00
13.	Abandonment of Existing Water Mains										
	l. 2.5-Inch plug near station 0+00	1	LS	\$ 250.00	\$ 250.00	\$ 1,356.00	\$ 1,356.00	\$ 1,000.00	\$ 1,000.00	\$ 700.00	\$ 700.00
	m. 2.5-Inch plug near station 11+12	1	LS	\$ 250.00	\$ 250.00	\$ 1,356.00	\$ 1,356.00	\$ 1,000.00	\$ 1,000.00	\$ 700.00	\$ 700.00
14.	Classified Excavation (\$150 Max per Cy)	5	CY	\$ 150.00	\$ 750.00	\$ 125.00	\$ 625.00	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00
15.	Contractor Demobilization	1	LS	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ 500.00	\$ 500.00	\$ 700.00	\$ 700.00
	(Hiwassee Drive Water Line Relocation)										
	<b>SUBTOTAL</b>				\$ 36,820.00		\$ 51,843.00		\$ 54,800.00		\$ 71,350.00
I.	<b>HARTWELL DRIVE WATER LINE RELOCATION</b>										
1.	Contractor Mobilization (5% Max. of subtotal) (Hartwell Drive Water Line Relocation)	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 5,870.00	\$ 5,870.00	\$ 5,000.00	\$ 5,000.00	\$ 11,800.00	\$ 11,800.00
2.	Water Distribution Mains ( including fittings, restraint, and testing)										
	c. 2-1/2-inch Polyvinyl Chloride Pipe (PVC)	3,800	LF	\$ 16.00	\$ 60,800.00	\$ 12.50	\$ 47,500.00	\$ 18.00	\$ 68,400.00	\$ 38.00	\$ 144,400.00
3.	Steel Encasement Pipe										
	b. 6-inch	165	LF	\$ 60.00	\$ 9,900.00	\$ 93.00	\$ 15,345.00	\$ 100.00	\$ 16,500.00	\$ 120.00	\$ 19,800.00
4.	Gate Valve & Box										
	b. 2-1/2-inch	10	EA	\$ 500.00	\$ 5,000.00	\$ 1,050.00	\$ 10,500.00	\$ 800.00	\$ 8,000.00	\$ 800.00	\$ 8,000.00
	c. 2-inch	1	EA	\$ 500.00	\$ 500.00	\$ 1,081.00	\$ 1,081.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00
5.	Blow-off Assembly	1	EA	\$ 500.00	\$ 500.00	\$ 1,332.00	\$ 1,332.00	\$ 1,850.00	\$ 1,850.00	\$ 1,200.00	\$ 1,200.00
8.	Connect to Existing Water Line										
	q. 6-inch connections at station 0+00	1	LS	\$ 250.00	\$ 250.00	\$ 2,126.00	\$ 2,126.00	\$ 2,000.00	\$ 2,000.00	\$ 900.00	\$ 900.00
	r. 4-inch connection at station 7+99	1	LS	\$ 750.00	\$ 750.00	\$ 1,984.00	\$ 1,984.00	\$ 2,000.00	\$ 2,000.00	\$ 600.00	\$ 600.00
	s. 2-inch connection at station 10+78	1	LS	\$ 750.00	\$ 750.00	\$ 1,896.00	\$ 1,896.00	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00
	t. 2-inch connection at station 14+67	1	LS	\$ 750.00	\$ 750.00	\$ 1,733.00	\$ 1,733.00	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00
	u. 2-inch connection at station 25+01	1	LS	\$ 750.00	\$ 750.00	\$ 2,030.00	\$ 2,030.00	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00



CERTIFIED AS A TRUE CORRECT  
TABULATION OF BIDS RECEIVED

Summit Engineering Group, Inc.

Division II - City of Seneca  
Waterline Relocation for Oconee County Road Widening 2016  
16039

BID DATE: October 4, 2016

BID TIME: 2:00 P.M.

PLACE OF BID OPENING: Seneca City Hall

NUMBER OF BIDS REC'D: 4

Item No.	Description	Quantity	Unit	Gar-Con, Inc, 125 Farris Bridge Rd. Pickens, SC 29671		HDH Construction 2654 Fox Run Road Seneca, SC 29672		J & M Construction, Inc. 796 LaFrance Road Anderson, SC 29625		Payne McGinn & Cummins, Inc 2017 N. Hwy. 25 Travelers Rest, SC 29690	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
9.	Erosion Control Facilities:										
a.	Sediment Tube Check Dams	30	EA	\$ 30.00	\$ 900.00	\$ 50.00	\$ 1,500.00	\$ 50.00	\$ 1,500.00	\$ 100.00	\$ 3,000.00
b.	Silt Fence	500	LF	\$ 5.00	\$ 2,500.00	\$ 6.00	\$ 3,000.00	\$ 5.00	\$ 2,500.00	\$ 3.00	\$ 1,500.00
c.	Erosion Control Blanket	300	SY	\$ 5.00	\$ 1,500.00	\$ 3.00	\$ 900.00	\$ 5.00	\$ 1,500.00	\$ 2.00	\$ 600.00
d.	Supplemental Gravel	20	Ton	\$ 35.00	\$ 700.00	\$ 40.00	\$ 800.00	\$ 25.00	\$ 500.00	\$ 40.00	\$ 800.00
e.	Supplemental Rip-rap	20	Ton	\$ 95.00	\$ 1,900.00	\$ 40.00	\$ 800.00	\$ 75.00	\$ 1,500.00	\$ 60.00	\$ 1,200.00
10.	Driveway Crossings:										
a.	Concrete Drives (Free Bore)	9	EA	\$ 1,000.00	\$ 9,000.00	\$ 381.00	\$ 3,429.00	\$ 750.00	\$ 6,750.00	\$ 500.00	\$ 4,500.00
b.	Asphalt Drives (Open Cut and Re-gravel)	14	EA	\$ 250.00	\$ 3,500.00	\$ 423.00	\$ 5,922.00	\$ 250.00	\$ 3,500.00	\$ 250.00	\$ 3,500.00
c.	Gravel Drives (Open Cut and Re-gravel)	1	EA	\$ 250.00	\$ 250.00	\$ 465.00	\$ 465.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 200.00
11.	Residential Water Services:										
a.	Short Side	24	EA	\$ 500.00	\$ 12,000.00	\$ 776.00	\$ 18,624.00	\$ 900.00	\$ 21,600.00	\$ 700.00	\$ 16,800.00
b.	Long Side	16	EA	\$ 1,000.00	\$ 16,000.00	\$ 1,090.00	\$ 17,440.00	\$ 1,150.00	\$ 18,400.00	\$ 1,000.00	\$ 16,000.00
12.	Cleanup, Grassing, and Site Restroation	1	LS	\$ 3,800.00	\$ 3,800.00	\$ 4,360.00	\$ 4,360.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00
13.	Abandonment of Existing Water Mains										
n.	2-inch plug near station 0+00	1	LS	\$ 250.00	\$ 250.00	\$ 1,245.00	\$ 1,245.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
o.	4-inch plug near station 7+99	1	LS	\$ 250.00	\$ 250.00	\$ 1,321.00	\$ 1,321.00	\$ 1,250.00	\$ 1,250.00	\$ 600.00	\$ 600.00
p.	2-inch plug near station 10+78	1	LS	\$ 250.00	\$ 250.00	\$ 1,319.00	\$ 1,319.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
q.	2-inch plug near station 14+67	1	LS	\$ 250.00	\$ 250.00	\$ 1,319.00	\$ 1,319.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
r.	2-inch plug near station 25+01	1	LS	\$ 250.00	\$ 250.00	\$ 1,319.00	\$ 1,319.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
14.	Classified Excavation (\$150 Max per CY)	10	CY	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00
15.	Contractor Demobilization (1% Max. of subtotal) (Hartwell Drive Water Line Relocation)	1	LS	\$ 1,300.00	\$ 1,300.00	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00
	<b>SUBTOTAL</b>				\$ 142,550.00		\$ 156,640.00		\$ 181,550.00		\$ 251,600.00



CERTIFIED AS A TRUE CORRECT  
TABULATION OF BIDS RECEIVED

Division II - City of Seneca

Waterline Relocation for Oconee County Road Widening 2016  
16039

BID DATE: October 4, 2016

BID TIME: 2:00 P.M.

PLACE OF BID OPENING: Seneca City Hall

NUMBER OF BIDS REC'D: 4

Summit Engineering Group, Inc.

Item No.	Description	Quantity	Unit	Gar-Con, Inc, 125 Farris Bridge Rd. Pickens, SC 29671		HDH Construction 2654 Fox Run Road Seneca, SC 29672		J & M Construction, Inc. 796 LaFrance Road Anderson, SC 29625		Payne McGinn & Cummins, Inc 2017 N. Hwy. 25 Travelers Rest, SC 29690	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>J. IROQUOIS DRIVE WATER LINE RELOCATION</b>											
1.	Contractor Mobilization (5% Max. of subtotal) (Iroquois Drive Water Line Relocation)	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 4,435.00	\$ 4,435.00	\$ 3,500.00	\$ 3,500.00	\$ 7,100.00	\$ 7,100.00
2.	Water Distribution Mains (Including fittings, restraint, and testing)										
c.	2-1/2-inch Polyvinyl Chloride Pipe (PVC)	2,300	LF	\$ 16.00	\$ 36,800.00	\$ 14.15	\$ 32,545.00	\$ 18.00	\$ 41,400.00	\$ 38.00	\$ 87,400.00
3.	Steel Encasement Pipe										
b.	6-inch	100	LF	\$ 60.00	\$ 6,000.00	\$ 97.00	\$ 9,700.00	\$ 100.00	\$ 10,000.00	\$ 120.00	\$ 12,000.00
4.	Gate Valve & Box										
b.	2-1/2-inch	6	EA	\$ 500.00	\$ 3,000.00	\$ 1,226.00	\$ 7,356.00	\$ 750.00	\$ 4,500.00	\$ 800.00	\$ 4,800.00
c.	2-inch	1	EA	\$ 500.00	\$ 500.00	\$ 2,481.00	\$ 2,481.00	\$ 650.00	\$ 650.00	\$ 700.00	\$ 700.00
5.	Blow-off Assembly	1	EA	\$ 500.00	\$ 500.00	\$ 1,034.00	\$ 1,034.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00
6.	Air Release Valve										
b.	Automatic	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 1,325.00	\$ 2,650.00	\$ 2,500.00	\$ 5,000.00	\$ 700.00	\$ 1,400.00
8.	Connect to Existing Water Line										
v.	6-inch connection at station 0+00	1	LS	\$ 250.00	\$ 250.00	\$ 2,177.00	\$ 2,177.00	\$ 2,500.00	\$ 2,500.00	\$ 900.00	\$ 900.00
w.	2.5-inch connection at station 10+59	1	LS	\$ 500.00	\$ 500.00	\$ 1,580.00	\$ 1,580.00	\$ 2,500.00	\$ 2,500.00	\$ 600.00	\$ 600.00
x.	2.5-inch connection at station 21+81	1	LS	\$ 500.00	\$ 500.00	\$ 1,492.00	\$ 1,492.00	\$ 2,500.00	\$ 2,500.00	\$ 600.00	\$ 600.00
9.	Erosion Control Facilities:										
a.	Sediment Tube Check Dams	14	EA	\$ 30.00	\$ 420.00	\$ 65.00	\$ 910.00	\$ 50.00	\$ 700.00	\$ 100.00	\$ 1,400.00
b.	Silt Fence	300	LF	\$ 5.00	\$ 1,500.00	\$ 6.00	\$ 1,800.00	\$ 5.00	\$ 1,500.00	\$ 3.00	\$ 900.00
c.	Erosion Control Blanket	200	SY	\$ 5.00	\$ 1,000.00	\$ 5.00	\$ 1,000.00	\$ 5.00	\$ 1,000.00	\$ 2.00	\$ 400.00
d.	Supplemental Gravel	10	Ton	\$ 35.00	\$ 350.00	\$ 50.00	\$ 500.00	\$ 25.00	\$ 250.00	\$ 40.00	\$ 400.00
e.	Supplemental Rip-rap	60	Ton	\$ 95.00	\$ 5,700.00	\$ 35.00	\$ 2,100.00	\$ 50.00	\$ 3,000.00	\$ 60.00	\$ 3,600.00
10.	Driveway Crossings:										
a.	Concrete Drives (FreeBore)	5	EA	\$ 1,000.00	\$ 5,000.00	\$ 381.00	\$ 1,905.00	\$ 1,000.00	\$ 5,000.00	\$ 500.00	\$ 2,500.00
b.	Asphalt Drives (Open Cut and Re-gravel)	6	EA	\$ 250.00	\$ 1,500.00	\$ 423.00	\$ 2,538.00	\$ 250.00	\$ 1,500.00	\$ 250.00	\$ 1,500.00
c.	Gravel Drives (Open Cut and Re-gravel)	1	EA	\$ 250.00	\$ 250.00	\$ 351.00	\$ 351.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 200.00



CERTIFIED AS A TRUE CORRECT  
TABULATION OF BIDS RECEIVED

Summit Engineering Group, Inc.

Division II - City of Seneca  
Waterline Relocation for Oconee County Road Widening 2016  
16039

BID DATE: October 4, 2016

BID TIME: 2:00 P.M.

PLACE OF BID OPENING: Seneca City Hall

NUMBER OF BIDS REC'D: 4

Item No.	Description	Quantity	Unit	Gar-Con, Inc. 125 Farns Bridge Rd. Pickens, SC 29671		HDH Construction 2654 Fox Run Road Seneca, SC 29672		J & M Construction, Inc. 796 LaFrance Road Anderson, SC 29625		Payne McGinn & Cummins, Inc. 2017 N. Hwy. 25 Travelers Rest, SC 29690	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
11.	Residential Water Services:										
a.	Short Side	12	EA	\$ 500.00	\$ 6,000.00	\$ 776.00	\$ 9,312.00	\$ 900.00	\$ 10,800.00	\$ 700.00	\$ 8,400.00
b.	Long Side	6	EA	\$ 1,000.00	\$ 6,000.00	\$ 921.00	\$ 5,526.00	\$ 1,150.00	\$ 6,900.00	\$ 1,000.00	\$ 6,000.00
12.	Cleanup, Grassing, and Site Restoration	1	LS	\$ 2,300.00	\$ 2,300.00	\$ 2,180.00	\$ 2,180.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00
13.	Abandonment of Existing Water Mains										
s.	2.5-inch plug near station 0+00	1	LS	\$ 250.00	\$ 250.00	\$ 1,356.00	\$ 1,356.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
t.	2.5 inch plug near station 10+59	1	LS	\$ 250.00	\$ 250.00	\$ 1,356.00	\$ 1,356.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
14.	Classified Excavation (\$150 Max per CY)	10	CY	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00
15.	Contractor Demobilization (1% Max. of subtotal) (Iroquois Drive Water Line Relocation)	1	LS	\$ 800.00	\$ 800.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00
	<b>SUBTOTAL</b>				\$ 86,870.00		\$ 97,764.00		\$ 112,850.00		\$ 151,000.00
K.	<b>EAST TAMASSEE DRIVE WATER LINE RELOCATION</b>										
1.	Contractor Mobilization (5% Max. of subtotal) (East Tamassee Drive Water Line Relocation)	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 3,980.00	\$ 3,980.00	\$ 3,500.00	\$ 3,500.00	\$ 6,300.00	\$ 6,300.00
2.	Water Distribution Mains (including fittings, restraint, and testing)										
c.	2-1/2-inch Polyvinyl Chloride Pipe (PVC)	2,100	LF	\$ 16.00	\$ 33,600.00	\$ 13.80	\$ 28,980.00	\$ 18.00	\$ 37,800.00	\$ 38.00	\$ 79,800.00
3.	Steel Encasement Pipe										
b.	8-inch	60	LF	\$ 60.00	\$ 3,600.00	\$ 123.00	\$ 7,380.00	\$ 100.00	\$ 6,000.00	\$ 120.00	\$ 7,200.00
4.	Gate Valve & Box										
b.	2-1/2-inch	5	EA	\$ 500.00	\$ 2,500.00	\$ 985.00	\$ 4,925.00	\$ 750.00	\$ 3,750.00	\$ 800.00	\$ 4,000.00
5.	Blow-off Assembly	2	EA	\$ 500.00	\$ 1,000.00	\$ 1,034.00	\$ 2,068.00	\$ 1,500.00	\$ 3,000.00	\$ 1,200.00	\$ 2,400.00
8.	Connect to Existing Water Line										
y.	2.5-inch connection at station 0+00	2	LS	\$ 1,000.00	\$ 2,000.00	\$ 837.00	\$ 1,674.00	\$ 2,500.00	\$ 5,000.00	\$ 1,200.00	\$ 2,400.00
z.	2.5-inch connection at station 16+09	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,256.00	\$ 1,256.00	\$ 2,500.00	\$ 2,500.00	\$ 1,200.00	\$ 1,200.00



CERTIFIED AS A TRUE CORRECT  
TABULATION OF BIDS RECEIVED

Summit Engineering Group, Inc.

Division II - City of Seneca

Waterline Relocation for Oconee County Road Widening 2016  
16039

Page: 16 of 18

BID DATE: October 4, 2016

BID TIME: 2:00 P.M.

PLACE OF BID OPENING: Seneca City Hall

NUMBER OF BIDS REC'D: 4

				Gar-Con, Inc. 125 Farris Bridge Rd. Pickens, SC 29671		HDH Construction 2654 Fox Run Road Seneca, SC 29672		J & M Construction, Inc. 796 LaFrance Road Anderson, SC 29625		Payne McGinn & Cummins, Inc. 2017 N. Hwy. 25 Travelers Rest, SC 29690	
Item No.	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
9.	Erosion Control Facilities:										
a.	Sediment Tube Check Dams	12	EA	\$ 30.00	\$ 360.00	\$ 70.00	\$ 840.00	\$ 50.00	\$ 600.00	\$ 100.00	\$ 1,200.00
b.	Silt Fence	100	LF	\$ 5.00	\$ 500.00	\$ 8.00	\$ 800.00	\$ 5.00	\$ 500.00	\$ 3.00	\$ 300.00
c.	Erosion Control Blanket	200	SY	\$ 5.00	\$ 1,000.00	\$ 4.00	\$ 800.00	\$ 5.00	\$ 1,000.00	\$ 2.00	\$ 400.00
d.	Supplemental Gravel	10	Ton	\$ 35.00	\$ 350.00	\$ 50.00	\$ 500.00	\$ 25.00	\$ 250.00	\$ 40.00	\$ 400.00
e.	Supplemental Rip-rap	20	Ton	\$ 95.00	\$ 1,900.00	\$ 40.00	\$ 800.00	\$ 75.00	\$ 1,500.00	\$ 80.00	\$ 1,200.00
10.	Driveway Crossings:										
a.	Concrete Drives (Free Bore)	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 381.00	\$ 1,143.00	\$ 750.00	\$ 2,250.00	\$ 500.00	\$ 1,500.00
b.	Asphalt Drives (Open Cut and Re-gravel)	5	EA	\$ 250.00	\$ 1,250.00	\$ 443.00	\$ 2,215.00	\$ 250.00	\$ 1,250.00	\$ 250.00	\$ 1,250.00
11.	Residential Water Services:										
a.	Short Side	7	EA	\$ 500.00	\$ 3,500.00	\$ 745.00	\$ 5,215.00	\$ 900.00	\$ 6,300.00	\$ 700.00	\$ 4,900.00
b.	Long Side	12	EA	\$ 1,000.00	\$ 12,000.00	\$ 900.00	\$ 10,800.00	\$ 1,150.00	\$ 13,800.00	\$ 1,000.00	\$ 12,000.00
12.	Clean, Grassing, and Site Restoration	1	LS	\$ 2,100.00	\$ 2,100.00	\$ 2,180.00	\$ 2,180.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
13.	Abandonment of Existing Water Mains										
u.	2.5-inch plug near station 16+09	1	LS	\$ 250.00	\$ 250.00	\$ 2,180.00	\$ 2,180.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
14.	Classified Excavation (\$150 Max per CY)	5	CY	\$ 150.00	\$ 750.00	\$ 125.00	\$ 625.00	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00
15.	Contractor Demobilization (1% Max. of subtotal) (East Tamassee Drive Water Line Relocation)	1	LS	\$ 700.00	\$ 700.00	\$ -	\$ -	\$ 750.00	\$ 750.00	\$ 1,300.00	\$ 1,300.00
	<b>SUBTOTAL</b>				\$ 74,860.00		\$ 78,341.00		\$ 94,000.00		\$ 134,000.00
L.	<b>TEARDROP TRAIL WATER LINE RELOCATION</b>										
1.	Contractor Mobilization (5% Max. of subtotal) (Teardrop Trail Water Line Relocation)	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 4,775.00	\$ 4,775.00	\$ 4,000.00	\$ 4,000.00	\$ 7,300.00	\$ 7,300.00



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TABULATION OF BIDS RECEIVED

Summit Engineering Group, Inc.

Division II - City of Seneca

Waterline Relocation for Oconee County Road Widening 2016  
16039

BID DATE: October 4, 2016

BID TIME: 2:00 P.M.

PLACE OF BID OPENING: Seneca City Hall

NUMBER OF BIDS REC'D: 4

					Gar-Con, Inc. 125 Farris Bridge Rd. Pickens, SC 29671		HDH Construction 2654 Fox Run Road Seneca, SC 29672		J & M Construction, Inc. 796 LaFrance Road Anderson, SC 29625		Payne McGinn & Cummins, Inc. 2017 N. Hwy. 25 Travelers Rest, SC 29690	
Item No.	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
2.	Water Distribution Mains (Including fittings, restraint, and testing)											
a.	6-Inch Ductile Iron Pipe (DIP):	1,000	LF	\$ 70.00	\$ 70,000.00	\$ 28.00	\$ 28,000.00	\$ 33.00	\$ 33,000.00	\$ 53.00	\$ 53,000.00	
c.	2-1/2-Inch Polyvinyl Chloride Pipe (PVC)	1,000	LF	\$ 16.00	\$ 16,000.00	\$ 16.00	\$ 16,000.00	\$ 20.00	\$ 20,000.00	\$ 38.00	\$ 38,000.00	
3.	Steel Encasement Pipe											
a.	12-Inch	70	LF	\$ 75.00	\$ 5,250.00	\$ 128.00	\$ 8,960.00	\$ 150.00	\$ 10,500.00	\$ 170.00	\$ 11,900.00	
b.	6-Inch	35	LF	\$ 60.00	\$ 2,100.00	\$ 122.00	\$ 4,270.00	\$ 130.00	\$ 4,550.00	\$ 120.00	\$ 4,200.00	
4.	Gate Valve & Box											
a.	6-Inch	3	EA	\$ 800.00	\$ 2,400.00	\$ 1,221.00	\$ 3,663.00	\$ 1,000.00	\$ 3,000.00	\$ 1,200.00	\$ 3,600.00	
b.	2-1/2-Inch	4	EA	\$ 500.00	\$ 2,000.00	\$ 1,156.00	\$ 4,624.00	\$ 800.00	\$ 3,200.00	\$ 800.00	\$ 3,200.00	
c.	2-Inch	1	EA	\$ 500.00	\$ 500.00	\$ 1,081.00	\$ 1,081.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	
5.	Blow-off Assembly	1	EA	\$ 500.00	\$ 500.00	\$ 1,332.00	\$ 1,332.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	
6.	Air Release Valve											
b.	Automatic	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,485.00	\$ 1,485.00	\$ 1,500.00	\$ 1,500.00	\$ 700.00	\$ 700.00	
7.	Fire Hydrant Assembly	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 4,148.00	\$ 4,148.00	\$ 5,500.00	\$ 5,500.00	\$ 4,000.00	\$ 4,000.00	
8.	Connect to Existing Water Line											
aa.	6-Inch connection at station 0+00	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,647.00	\$ 2,647.00	\$ 3,500.00	\$ 3,500.00	\$ 1,000.00	\$ 1,000.00	
bb.	2-Inch connection at station 8+89	1	LS	\$ 250.00	\$ 250.00	\$ 1,806.00	\$ 1,806.00	\$ 2,500.00	\$ 2,500.00	\$ 700.00	\$ 700.00	
cc.	2-Inch connection at station 11+97	1	LS	\$ 500.00	\$ 500.00	\$ 1,702.00	\$ 1,702.00	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	
9.	Erosion Control Facilities:											
a.	Sediment Tube Check Dams	10	EA	\$ 30.00	\$ 300.00	\$ 75.00	\$ 750.00	\$ 50.00	\$ 500.00	\$ 100.00	\$ 1,000.00	
b.	Silt Fence	400	LF	\$ 5.00	\$ 2,000.00	\$ 6.00	\$ 2,400.00	\$ 5.00	\$ 2,000.00	\$ 3.00	\$ 1,200.00	
c.	Erosion Control Blanket	200	SY	\$ 5.00	\$ 1,000.00	\$ 6.00	\$ 1,200.00	\$ 5.00	\$ 1,000.00	\$ 2.00	\$ 400.00	
d.	Supplemental Gravel	20	Ton	\$ 35.00	\$ 700.00	\$ 40.00	\$ 800.00	\$ 25.00	\$ 500.00	\$ 40.00	\$ 800.00	
e.	Supplemental Rip-rap	40	Ton	\$ 95.00	\$ 3,800.00	\$ 30.00	\$ 1,200.00	\$ 50.00	\$ 2,000.00	\$ 60.00	\$ 2,400.00	
10.	Driveway Crossings:											
b.	Asphalt Drives (Open Cut and Re-gravel)	4	EA	\$ 250.00	\$ 1,000.00	\$ 425.00	\$ 1,700.00	\$ 350.00	\$ 1,400.00	\$ 250.00	\$ 1,000.00	



CERTIFIED AS A TRUE CORRECT  
TABULATION OF BIDS RECEIVED

Summit Engineering Group, Inc.

Division II - City of Seneca  
Waterline Relocation for Oconee County Road Widening 2016  
16039

BID DATE: October 4, 2016

BID TIME: 2:00 P.M.

PLACE OF BID OPENING: Seneca City Hall

NUMBER OF BIDS REC'D: 4

Item No.	Description	Quantity	Unit	Gar-Con, Inc, 125 Farris Bridge Rd. Pickens, SC 29671		HDH Construction 2654 Fox Run Road Seneca, SC 29672		J & M Construction, Inc. 796 LaFrance Road Anderson, SC 29625		Payne McGinn & Cummins, Inc. 2017 N. Hwy. 25 Travelers Rest, SC 29690	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
11.	Residential Water Services:										
a.	Short Side	4	EA	\$ 500.00	\$ 2,000.00	\$ 1,006.00	\$ 4,024.00	\$ 900.00	\$ 3,600.00	\$ 700.00	\$ 2,800.00
b.	Long Side	7	EA	\$ 1,000.00	\$ 7,000.00	\$ 907.00	\$ 6,349.00	\$ 1,150.00	\$ 8,050.00	\$ 1,000.00	\$ 7,000.00
12.	Cleanup, Grassing, and Site Restoration	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,180.00	\$ 2,180.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
13.	Abandonment of Existing Water Mains										
v.	2-inch plug near station 0+00	1	LS	\$ 250.00	\$ 250.00	\$ 1,245.00	\$ 1,245.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
w.	6-inch plug near station 8+05	1	LS	\$ 250.00	\$ 250.00	\$ 1,340.00	\$ 1,340.00	\$ 1,500.00	\$ 1,500.00	\$ 700.00	\$ 700.00
x.	2-inch plug near station 8+89	1	LS	\$ 250.00	\$ 250.00	\$ 1,319.00	\$ 1,319.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
y.	2-inch plug near station 11+97	1	LS	\$ 250.00	\$ 250.00	\$ 1,319.00	\$ 1,319.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
14.	Classified Excavation (\$150 Max per CY)	10	CY	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00
15.	Contractor Demobilization (1% Max. of subtotal) (Teardrop Trail Water Line Relocation)	1	LS	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00
	<b>SUBTOTAL</b>				\$ 136,300.00		\$ 111,779.00		\$ 126,000.00		\$ 155,800.00
	<b>TOTAL OF ALL WATERLINE RELOCATIONS IN DIVISION II</b>				\$ 564,260.00		\$ 622,261.00		\$ 699,750.00		\$ 924,690.00





# NOTES

## LAW ENFORCEMENT, PUBLIC SAFETY, HEALTH & WELFARE COMMITTEE MEETING October 11, 2016

### **School Safety / Sheriff Mike Crenshaw**

Sheriff Crenshaw addressed the committee regarding citizen's requests and his plans to add additional School Resource Officers [SRO] in the elementary schools in Oconee County after the tragic school shooting that took place in Townville, SC, in September 2016.

The Sheriff outlined the current SRO's working in the schools:

- 3 High Schools: School District of Oconee [SDOC] reimburses the county for these officers
- 3 Middle Schools: SDOC reimburses the county for these officers
- 10 Elementary Schools:
  - County funds one SRO who travels between the schools weekly
  - Officer used as SRO for behavioral issues, drug prevention and mentoring for students
  - Funding: First Year Cost for SRO = \$90,000, Subsequent Years - \$50-55,000

Sheriff Crenshaw noted that the SDOC board met on Monday, October 10, 2016 for a workshop meeting and addressed school safety; noting that they will recommend to the full board for approval adding two additional SRO's to cover the elementary schools as follows:

- Westminster Area: Fair Oak, Westminster & Orchard Park Elementary
- Seneca Area: Ravenel, Blue Ridge & North Side Elementary
- Walhalla Area: Keowee, Tamasee-Salem, James M. Brown & Walhalla Elementary

Sheriff Crenshaw stated that if passed there would be three officers working as SRO's in Oconee County elementary schools; noting that if the SDOC and County wish an officer in every school this still leaves a need for seven additional officers. He stated he was not asking for approval for these positions at this meeting but requested that Council take the matter under consideration for the upcoming budget cycle.

**The Committee took the matter under consideration with no action at this time.**

### **Radio Communication Between Agencies**

Sheriff Crenshaw noted that there are communication issues between law enforcement and public safety agencies that need to be addressed to facilitate coordinated efforts. He noted that a new system would likely be in the \$700-\$750,000 range. Discussion followed.

**The Committee took the matter under consideration with no action at this time.**

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### **Methamphetamine Investigator Grant Opportunity**

Sheriff Crenshaw noted that his department has the opportunity to apply for a grant to add a methamphetamine investigator to his department. He noted that the grant would fund the position at 90% for three years and after that time Oconee County would fully fund the position. Mr. Moulder noted that this type of grant requires that the officer position be funded by the county for several years after the grant runs out as a condition of receiving the grant.

**NEED MOTION TO AFFIRM COMMITTEES RECOMMENDATION TO recommend the Sheriff's Office to apply for the methamphetamine investigator grant noting that Oconee County will have a 10% match for the first three years and bring the matter to Council for approval of award.**

Mr. Dexter voiced concerns that a funding source for a new position in the Sheriff's Department is not identified as part of the request.

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### **Firehouse Bathroom Issues**

Mr. Moulder along with Chief Charlie King addressed the committee noting that the issue related to obtaining a DHEC permit for a bathroom at the new Whetstone Fire Substation have been resolved as the family donating the land for the station have also granted an easement to place a well on a portion of adjacent land that will meet DHEC guidelines.

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### **Noise Ordinance / Mr. Chad Rawlings / DEFERRED**

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### **Fall Creek Park Update / DEFERRED**

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### **Fire Boats on Lakes**

Chief Charlie King addressed the Committee noting that the boats have passed their seaworthiness testing on the Mississippi River and are currently being outfitted for delivery.



**NOTES**  
**TRANSPORTATION COMMITTEE MEETING**  
**October 11, 2016**

### **Rudimentary Road Program / Snow Creek Forrest Roads**

The committee discussed Snow Creek Forrest Road and the adjacent Mary Sue Lane for potential upgrading per the rudimentary road program.

**MOTION TO AFFIRM COMMITTEES RECOMMENDATION that the Road Department be authorized to proceed with road improvements to Snow Creek Forrest Road only as outlined in the rudimentary road program.**

### **Shadowood Subdivision Roads**

The committee received staff's report outlining the history with road construction, communication with the developer and documentation on file. It was noted that the developer is requesting action on this matter as he wishes to begin additional phases for this project.

Mr. Tim Hydrick addressed the Committee noting staff involvement with all phases of construction. Mr. Moulder noted that there is some documentation on file but that neither the developer or staff has a complete document file with inspection approvals, etc. Discussion followed.

**It was the consensus of the Committee to have the County Attorney work with the Roads Staff and Developer to review all documentation to identify if these roads were [1] built to county standards, and [2] to identify if the County had approved acceptance of the roads.**

### **Department Activity Update:**

Mr. Reid provided the Committee with a written report outlining the department activity and special project.

Tuesday, October 18, 2016

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## Oconee County Council

### NOTICE OF PUBLIC MEETING

#### OCONEE COUNTY CLOSED FIVE FORKS CLASS 3 LANDFILL

#### ASSESSMENT OF CORRECTIVE MEASURES

#### PROPOSED REMEDIAL ALTERNATIVES

The Oconee County Department of Solid Waste Management will conduct a public meeting to discuss the remedial alternatives proposed for the County-owned closed Five Forks Class 3 Landfill. The meeting is scheduled for Tuesday, October 18th, 2016, beginning at 6:00 p.m., at the Oconee County Solid Waste Management offices, located at 15028 Wells Highway, Seneca, South Carolina, 29678. Representatives from Oconee County and Smith Gardner, Inc. will be in attendance at the meeting. The public meeting will afford interested parties the opportunity to provide comments and ask questions on the proposed remedial methods.

The Oconee County Five Forks Landfill is located near the intersection of Camp Road and Five Forks Road, Walhalla in Oconee County, South Carolina. The Class 3 landfill is unlined and accepted both domestic and industrial waste until it ceased operations in 1995. Groundwater on the landfill property has been impacted by the landfill.

The South Carolina Department of Health and Environmental Control (DHEC) requested that Oconee County complete an Assessment of Corrective Measures (ACM) to investigate potential remedial alternatives to address the groundwater impact and to identify a recommended corrective action.

Federal Regulation 40 CFR Section 258.56(d) requires that the owner or operator of a landfill must discuss the results of any corrective measures assessment at a public meeting with interested and affected parties. The meeting will include a summary of the Assessment of Corrective Measures Report and the County's recommended, potential remedial alternatives.

Oconee County may accept, reject, or make amendments to the proposed project based upon the comments received at the meeting and may do so without further meetings. Therefore, it is important for interested persons to be present to make comments. Both oral and written comments may be given at the meeting.

### OFFICE INFO

C

**County Council**  
 Elizabeth G. Hulse, CCC  
 Clerk to Council  
 Oconee County Administrative  
 Offices  
 415 South Pine Street  
 Walhalla, SC 29691  
 864-718-1023  
 864-718-1024 [fax]

You may email the Clerk at  
[ehulse@oconeesc.com](mailto:ehulse@oconeesc.com)

Hours: 8:30 am-5:00 pm  
 Monday through Friday

#### Oconee County's Mission

It is the mission of Oconee County to provide our current and future citizens and visitors quality services while protecting our

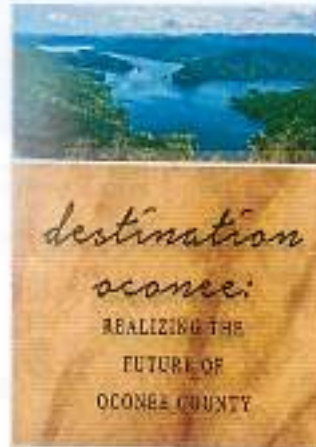
communities, heritage, environment and natural resources, in an ever-changing world.

Oconee County's Vision

A diverse, growing, safe, vibrant community guided by rural traditions and shaped by natural beauty; where employment, education and recreation offer a rich quality of life for all generations, both today and tomorrow.

Questions should be addressed to Mr. Swain Still, Solid Waste Director, Oconee County Department of Solid Waste Management, phone (864) 888-1440, 15028 Wells Highway, Seneca, South Carolina, 29678.

OCONEE COUNTY DEPARTMENT OF SOLID WASTE AND RECYCLING



Destination Oconee: Realizing the Future of Oconee County

Click here to view the full plan.



Oconee Economic Alliance announces "Made In Oconee" campaign

"Made In Oconee" is a coordinated marketing initiative established by the Oconee Economic Alliance to enrich the relationship between local manufacturers and the school district of Oconee County. This multi-tiered campaign highlights the products made in Oconee County and the people who make them.

The first phase of the "Made In Oconee" campaign is primarily focused on gauging the general perception of manufacturing in local students and working to change it. Students from across the county were asked an array of questions in order to gain a real perspective on young people's sentiments surrounding manufacturing. The responses were varied, enlightening and will play an important role in how future conversations are shaped.

The Oconee Economic Alliance wanted to know what students in Oconee County really thought about manufacturing so we decided to go straight to the source. We talked to six different students from across the school district and what they said might surprise you.

Click here to watch the video: [www.MadeInOconee.com](http://www.MadeInOconee.com).

Click here to watch newest video: <https://www.youtube.com/watch?v=EaNRthNESz4>

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**Oconee County Council is seeking interested citizens**

wishing to serve on council appointed Boards or Commissions.

Questionnaires are required for all interested applicants.

**CLICK HERE FOR QUESTIONNAIRE**

or one may be obtained at the County offices or from the Clerk to Council [[bhulse@oconeesc.com](mailto:bhulse@oconeesc.com) or 864-718-1023].

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**Council Meetings** are held on the 1st and the 3rd Tuesday of the month at 6:00 p.m. [excluding July and August which will meet only on the third Tuesday of the month] in the County Council Chambers located at 415 South Pine Street, Walhalla, S.C. [unless otherwise advertised].

At each regularly scheduled Council meeting there will be a **Public Comment Session** [beginning at 6:00 p.m.] which is limited to a maximum of forty (40) minutes with four (4) minutes allocated per person. If you wish to speak during the Public Comment Session you may do so by placing your name on the sign up sheet in Council Chambers prior to the meeting.

In addition, at each regularly scheduled Council meeting there will be held an **Extended Public Comment Session** which is limited to two citizens, five (5) minutes allocated per person. Comments do not have to be related to a specific agenda item. The time may not be used to promote or criticize a political candidate or figure. Interested individuals should contact the Council Clerk [718-1023 or [bhulse@oconeesc.com](mailto:bhulse@oconeesc.com)] to sign up for these time slots which will be filled on a first come first serve basis. Please be advised that only one meeting will be scheduled at a time. Council may make closing comments directly following the public and extended public comment session if time permits.

Everyone speaking before Council should do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. All citizens addressing Council and all Boards and Commission appointed by Council should do so at the appropriate time as noted on their agendas and in an appropriate manner.

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South Carolina Association of Counties

Friday Report

**Click Here** to view the current and past Friday Reports prepared weekly by the Association regarding pending issues before the state legislature.

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*For the second year in a row*

**Oconee County is featured in National Geographic**

*this time in the magazine's Traveller UK series.*

To read the full article, visit <http://natgeotraveller.co.uk/where/usa/313561>



**National Geographic**  
**50 of the World's Last Great Places**  
**Destination of a Lifetime**

This special publication by the National Geographic features as their #9 choice "Jocassee Gorges - An Intense Concentration of Waterfalls". The article centers on North & South Carolina and also features two pages showing the beautiful and rare Oconee Bell.

**CLICK HERE** to read the article and see the beautiful photographs!

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