

sandra.smith

From: Robert Whitaker
Sent: Wednesday, August 06, 2003 10:12 AM
To: sandrasmith@oconeeco.com
Subject: Revised R/W Document

Dear Mr. Hamilton:

Anderson County has requested that we amend the R/W agreement for the Pickens County sewer line to include all three counties as grantors on the front page of the document. I have attached the revised agreement for your review. I'llk forward to meeting with you on Friday.

Robert Whitaker <<Anderson, Oconee, and Pickens Co>>

OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE STREET, ROOM 10
WALHALLA, SC 29691

Marianne Dillard, Procurement Director
Ann Albertson, Section Buyer
Donna McVicker, Buyer

Telephone: 864-638-4141
Fax: 864-638-4143

MEMORANDUM

TO: Marianne Dillard
FROM: Ann Albertson
DATE: August 5, 2003
RE: Sole Source Justification for a Video Analyst System

Attached is sheet from Intergraph Corporation stating that they are the only source that will meet the exact specifications in terms of technical, form and function of video analyst system as required by the Sheriff's Department. Specially the VISAR (Video Image Stabilization And Registration) NASA technology is exclusively licensed to Intergraph and is not available through any other source. VISAR is explained in the attached information from Intergraph.

In addition VISAR technology has the ability to demultiplex up to 128 cameras in a single pass allowing the user to view each individual camera output. Intergraph Corporation is the only source to offer this type of demultiplex technology.

Also a letter from Terry Wilson, Chief Deputy is attached explaining why he feels this system is the best choice for their department:

- o demultiplex capability
- o four (4) law enforcement organizations in the area that have Intergraph have experienced good support service
- o US Army prefers Intergraph compared to Ocean Systems – user friendly
- o Intergraph cost \$27,342.00. Thus far, we have not been able to get Ocean Systems to respond to us with any firm pricing.
- o SD has used the Intergraph system in Anderson County to clear 2 cases by arrest

For the reasons outlined above, I recommend purchasing the video analyst system as a sole source item.



OCONEE COUNTY SHERIFF'S OFFICE

415 SOUTH PINE STREET
WAUHALLA, SOUTH CAROLINA 29691-2145
(864) 638-4117

James E. Singleton, Sheriff

RECEIVED

JUL 15 2003

OCONEE COUNTY
PURCHASING DEPT

July 17, 2003

Re: Sole Letter

VIDEO ANALYST SYSTEM

In looking at least three (3) companies by Sgt. David Smith and Sgt. Mike McGowan, we found that Intergraph Video provides the ability to capture VHS and digital images, has the ability to stabilize the picture, enhance the picture, clear and brighten. It also has the ability to de-multiplex up to 128 different cameras by breaking down and capturing each camera without losing any footage.

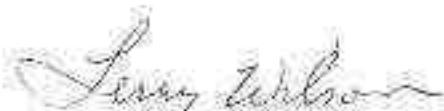
We have checked with other agencies (Anderson County Sheriff's Office, Berkeley County Sheriff's Office, Rock Hill Police Department, Charlotte-Mecklenburg Police Department in North Carolina, and the U.S. Army Criminal Investigation Laboratory in Georgia) that have Intergraph. All have had success with this system and state they can contact Intergraph anytime and someone is always available to assist them with questions. Intergraph Tech Support provides upgrades for this system.

U.S. Army states they have Intergraph and Ocean Systems and they prefer Intergraph because it is user friendly.

The cost compared to Ocean Systems was cheaper. Intergraph provides for NASA, FBI and even news agencies. They build their system from the ground up and train agencies to operate this system.

Sgt. Smith and Sgt. McGowan have seen Intergraph System perform and have had video enhanced on at least three (3) criminal cases. Of these three (3) cases, two (2) will be cleared by arrest.

I believe based on the performance of the Intergraph Video Analyst, the Oconee Sheriff's Office will benefit with this system because of the variety of uses it will provide to the Narcotics Division, Criminal Investigations Division and other surrounding agencies. The Intergraph System is a turnkey hardware and software package.


Terry Wilson
Chief Deputy

TW/bw



County of Greenville

"... At Your Service"

James Dziedzic
Assistant County Administrator
Department of Public Safety
Detection, Emergency Medical Services,
Forensic and Record Management Services
Phone: (864) 467-2331
E-mail: jdziedzic@greenvillecounty.org

MEMORANDUM

DATE: August 8, 2003
TO: Sgt. McGowan, Oconee County Sheriff's Office
FROM: Lt. Mike Petersen, Greenville County DPS Forensic Division
Re: Bids for Video Analysis/ Enhancement System

Greenville County sought proposals from vendors for a Video Analysis/ Enhancement System. Proposals were to be received no later than May 16, 2003. Greenville County received a total of three proposals, from two vendors:

- Intergraph Solutions Group
- AVID (Ocean Systems) (This vendor submitted two variations of their product)

The proposal was to be evaluated on the following criteria:

- Responsiveness to requirements of bid
- Detailed scope of work
- References
- Cost

An independent review of the proposals was conducted by Forensic staff. The following observations were made:

- Responsiveness to requirements of bid:
 - a) Intergraph Solutions Group: Met all required specifications.
 - b) AVID (Ocean Systems):
 - ♦ defective with AVID Express Pro
 - ♦ defective with AVID Express Meridian (substitute proposal). Both proposals submitted by AVID states all specifications are met or exceeded. An element of specification #1 requires that software comparable to IQ Biometrix Faces be included in the proposal. AVID Express Pro and AVID Express Meridian respond with "Yes"

in this category; however, in the "exceptions to the specifications" both state that they have elected to NOT include a Biometric program.

- Detailed scope of work:
Both vendors appropriately addressed the capabilities of their systems.
- References:
All vendors furnished required references.
- Cost:

The below represents the bids received from most expensive to least expensive:

1. AVID (Ocean Systems)detective with AVID Express Meridian
2. Intergraph Solutions Group
3. AVID (Ocean Systems)detective with AVID Express Pro

Recommendation:

AVID (Ocean Systems) did not provide a demonstration of "detective with AVID Express Pro" to this agency for evaluation purposes and chose only to demonstrate "detective with AVID Express Meridian".

Both AVID products were eliminated for not meeting the required specifications (Biometrix Faces).

Intergraph Solutions Group met all required specifications and submitted a proposal, which meets available funding.

The Department of Public Safety recommended the selection of Intergraph Solutions Group as the provider of the Video Analysis/Enhancement System for the Forensic Division.



Sole Source Justification for a Video Analyst™ System

Video observation has dramatically increased over the past few years. Almost every bank, convenience store, ATM machine, drug stores and other types of businesses use video as a means of security and surveillance. In most cases the recording systems are of poor quality and consist of a recording device (VCR) with poor quality tapes. Most times these systems are "multiplexed" in order to save space on the tape itself (recording of many images in a single frame). These tapes are often used again and again and over time the quality is affected.

In order to complete our mission of solving more crimes in a fast and cost effective manner a video enhancement system is needed to accomplish this. A higher conviction rate will be accomplished by exposing evidence that otherwise may go un-noticed.

The Video Analyst System is a turnkey hardware and software video enhancement and analysis system that performs the following functions:

- Video Enhancement and Analysis System
- Storage of up to 40 hours Digital video
- Accommodation of third-party software
- Intuitive, easy-to-use interface based on Windows XP
- Production-quality tools
- Demultiplex operation up to 128 cameras single pass at a field or frame level
- Analog and digital video input/output support
- Video quick scan for rapid viewing of video clip content
- Edit and real-time playback capability on single monitor
- Frame grab for frame-to-frame analysis
- Frame or timeline switching
- Limited post-production effects
- Sizeable thumbnail gallery
- Image enhancement – Contrast, brightness
- Convolution – predefined and user definable filters
- Tracking and stabilization – Identification by pixel from initial to end frame with annotation and frame centering
- Enhanced slow motion
- NASA's Video Image Stabilization and Registration (VISAR) Technology
- De-interlaces video to enhance detail
- Picture in picture (PIP) – Second picture window for simultaneous viewing
- One-click shuttling and scrubbing
- Stackable "tool set"
- Built in Time Based Corrector (TBC) with input gain adjustment



The Intergraph Corporation is the only source that will meet the exact specifications in terms of technical form and function. Specially the VISAR (Video Image Stabilization And Registration) NASA technology is exclusively licensed to Intergraph and is not available through any other source. This technology is critical to the operation and proper identification of enhanced video images. VISAR (Video Image Stabilization And Registration) an exclusive license to the Intergraph Corporation and stabilizes a sequence of video images such that an object of interest remains fixed to within 0.1 pixels in both the horizontal and vertical; maintains its orientation to within 0.05 degrees of angular rotation; and maintains its magnification to within one part in 1000. This high degree of image registration allows multiple images to be co-coded, reducing video noise and allowing for further image enhancement.

The VISAR technology is critical to the operation and proper identification of enhanced video images. In addition, the Video Analyst System has the ability to demultiplex up to 128 cameras in a single pass allowing the user to view each individual camera output. This technology is mandatory to start the process of further video enhancement of each video frame. Intergraph Corporation is the only source to offer this type of demultiplex technology.

The Intergraph Corporation is the only responsible source to offer an operating software that consists of and capable of: Easy video capture through analog, digital D1, IEEE 1394 Firewire. The system contains NASA's Video Image Stabilization and Registration technology (VISAR) as an integrated part of the software. The system demultiplexes up to 128 cameras at a single pass at a field or frame level and allows the operator to deinterlace individual video frames for the viewing of the separate fields that are contained in each frame. The system is capable of applying multiple enhancement tools simultaneously. The video analysis data processing contains Adobe Premiere 8.5 and Microsoft Windows XP Professional. The system contains Image Enhancements filters, which are user definable and pre-defined.

(Revised 6/17/03)

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

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)
)

INTERGOVERNMENTAL
AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT made and entered into this _____ day of _____, 2003, by and between OCONEE COUNTY, South Carolina, hereinafter called "the County", and the CITY OF _____, hereinafter called "the City", and it is hereby contracted and agreed by and between the parties hereto as follows:

ARTICLE I

FACTUAL BACKGROUND

Section 1.01

1) The CITY is a municipal corporation duly chartered by the State of South Carolina and pursuant to applicable constitutional and statutory provisions relative thereto. The CITY has heretofore established and now operates a municipal water and sewer system, which generally serves the entire area of the CITY and populated areas immediately adjacent to its corporate limits.

2) The COUNTY is a body corporate and politic which is governed by a County Council and which, by virtue of Section 16 of Article VIII of the Constitution of the State of South Carolina, as well as other enabling legislation, is fully empowered to enter into this Intergovernmental Agreement.

3) As a means of setting forth the matters of essential inducement which have resulted in the making of this Intergovernmental Agreement, the parties hereto agree that the pertinent facts with respect thereto are set forth in the remaining sections of this Article.

4) The County and the City agree that it is in the best interest of both the County and the City for there to be controlled industrial and residential growth in the unincorporated areas of Oconee County. The County and the City agree that in order for there to be controlled industrial and residential growth in the unincorporated areas of Oconee County that water and sewer infrastructure will be necessary.

5) The County and City agree that nothing in this Intergovernmental Agreement shall be construed as an impediment to annexation by the City.

6) The County and City agree that the intent of the Agreement is:

(a) To facilitate the working together of the County and the Cities for their mutual benefit and progress through the expansion of sewer systems and water systems.

(b) To protect the Cities from the costs related from system expansions outside of municipal limits, unless the cities decide to expand their systems outside of their municipal limits.

(c) To assure fair treatment for entities wishing to connect to the water and sewer system and receive water and sewer service.

(d) To state that the County, Commission and City understand that a different rate structure should apply for water and/or sewer service outside of a City's municipal limits and that Cities and Commission should receive a return for providing water and/or sewer service, and that this return is essential for maintaining the current system and for expansion of the system.

ARTICLE II

DEFINITIONS

Section 2.01

In this Intergovernmental Agreement, unless a different meaning appears from the context:

- 1) AGREEMENT shall mean this document, duly executed by the parties, and all amendments hereinafter made.
- 2) ARTICLES, SECTIONS and PARAGRAPHS mentioned by number are the respective Articles, Sections and Paragraphs so numbered.
- 3) CITY shall mean the City of _____ as identified in Section 1.01 (1).
- 4) COLLECTION SYSTEM are those whose primary function is the collection of sewage from multiple and individual users in pipes eight (8") inches in diameter or larger with a manhole. Collection systems would normally include areas such as subdivisions, or streets where numbers of users exist, and from where sewage must be collected.
- 5) COMMISSION shall mean the Oconee County Sewer Commission.
- 6) COUNTY shall mean Oconee County.
- 7) DHEC shall mean South Carolina Department of Health and Environmental

Control.

- 8) EPA shall mean the Environmental Protection Agency, an agency of the United States Government.
- 9) FORCE MAINS are the discharge pipes from sewer pump stations that transport sewer under pressure, as contrasted to gravity lines which transport sewer by the natural fall of water in a downhill direction.
- 10) OCSC shall mean the Oconee County Sewer Commission.
- 11) PARTY OR PARTIES shall mean the signatories to this Intergovernmental Agreement and their successors and assigns.
- 12) PIONEER shall mean Pioneer Water District.
- 13) PUBLICLY OWNED TREATMENT WORKS or POTW includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a municipal or regional treatment plant.
- 14) SERVICE CONNECTION is a connection from an individual sewer user to a sewer main. Service connections are primarily mechanical connections of a smaller diameter sewer lateral to the larger diameter sewer main, as compared to connecting the lateral to a manhole.
- 15) SEWAGE TREATMENT PLANT means any arrangement of devices and structures used for treating sewage.
- 16) SEWER MAIN is an eight (8") inch or larger diameter pipe to which service lines may be connected, or through which collected sewage may be transported.
- 17) SINGLE SERVICE LINE shall mean a single line that serves only one customer that is owned by the individual customer and whose line is less than eight (8") inches in diameter.

18) TRANSPORTATION FACILITIES are those whose primary function is the pumping or moving of sewage from the collection system to the treatment plant. This does not mean that there are not individual users added anywhere on the transportation system, only that the primary function is the transport or movement of sewage, not collection.

19) TRUNKLINES are the (usually) larger diameter gravity sewer pipes used for transportation of sewage. Collection systems would normally discharge into trunklines or into pump stations that would discharge into trunklines.

20) DEFINITION OF FEES:

One Time Fees

(a) "Connection Fee" or "Tap Fee" is a fee charged to the user for the cost of physically connecting to the sewer system. This fee shall be set by the OCSC or the City (depending on the utility that owns the sewer main to which the connection is being made) based on the actual cost to the utility for connecting to the sewer system. The City's Connection Fee or Tap Fee shall be uniform throughout the City's sewer system outside of the City's city limits.

(b) "Treatment Impact Fee" is a fee charged for the user's allocation of treatment capacity in the treatment plant. This fee shall be based on a uniform formula throughout the County and City system. This fee shall be set by the OCSC in accordance with DHEC contributory guidelines.

(c) "Municipal Collection System User/Impact Fee" is a fee charged for the user's allocation of transportation capacity in the existing Municipal collection system. This fee shall be set by the City in accordance with DHEC contributory guidelines.

(d) "Oconee County Sewer Commission Collection System Impact Fee" is a fee charged for the user's allocation of capacity in the OCSC collection system. This fee shall be set by the OCSC in accordance with OHEC contributory guidelines.

Monthly Fees

The user will be charged a monthly fee by the City or the OCSC, depending upon the line to which the user connects. The City and/or the OCSC shall set monthly fees based upon zones in which the user exists. The following list are factors the City and/or OCSC will consider in setting monthly fees.

(a) "Billing Fee" is an administrative cost associated with billing by the City.

(b) "Depreciation" is the cost of the declining value and need for future replacement or refurbishment of the facilities, based on the expected life of the facilities. Depreciation shall be based on the actual cost of the new system and shall be funded as in accordance with standard accounting practices. Collection systems shall be depreciated over fifty years and Trunklines, Force Mains, and Pump Stations shall be depreciated over twenty (20) years.

(c) "Collector lines operation and maintenance (O&M)" is the cost of personnel, repairs, chemicals, utilities and other costs associated with the running and upkeep of equipment or facilities associated with the collection system to which the user is connected. (This is the O&M for the system expansion itself.)

(d) "Pumping charge" is the cost of the O&M on the pumps used by the Cities to transport the sewage to the OCSC system.

(e) "Reimbursement fee" would be a portion of the project cost that would be collected and returned to the County (could be part one-time fee and part monthly flow-based fee).

(f) "Transportation fee" is the cost of transporting the sewage through the City system and includes lift charges. This represents the cost of transporting the sewer from a system or project through a City system. This does not include pumping charge.

(g) "Treatment fee" is a fee charged for the cost of the treatment of the sewage by the OCSC. This fee shall be set by the OCSC.

ARTICLE III

AGREEMENT

The COUNTY and the CITY mutually agree, each with the other, as follows:

Section 3.01

The COUNTY, through the COMMISSION, may construct, own and operate a sewer collection and transportation system in the unincorporated areas of Oconee County. The COUNTY and the COMMISSION agree that the CITY shall have the first option to construct and/or own and operate sewer lines in the unincorporated areas of the COUNTY. The COUNTY and the COMMISSION, agrees that the CITY shall have ninety (90) days from the date that the COUNTY determines that a sewer line will be constructed in an area to exercise the option to construct and/or own and operate the sewer line.

Section 3.02

In the event that the CITY wishes to annex property that has sewer lines owned and operated by the COUNTY, through the COMMISSION, the CITY shall have the right to accept said lines based on the following formula:

a. In the event that the County or the OCSC is receiving a Reimbursement Fee as defined herein, the City may collect said fees from the users of the system and remit the fee to the County or OCSC until such time as Reimbursement has been paid in full.

b. The City may pay to the County or OCSC the County's or OCSC's actual cost for the system minus any amount the County or OCSC has been reimbursed for the cost of the system.

c. If the County or OCSC has not expended funds for the system (i.e. the system was paid for by grant money or the owner/developer), the City may accept the system at no cost to the City.

Section 3.03

In the event that the COUNTY, through the COMMISSION, has a customer for City water that connects to the county sewer system, the CITY agrees to bill said customer for sewer services at a rate to be determined by the COUNTY, through the COMMISSION. The CITY shall be entitled to receive an administrative fee for providing the billing service. This fee should be negotiated between the City and the OCSC.

Section 3.04

The CITY agrees to allow the COUNTY, through the COMMISSION, to connect its sewer lines to city sewer lines for transportation to a wastewater treatment plant operated by the COMMISSION.

Section 3.05

The COUNTY, the CITY and the COMMISSION agree that any entity (person, business, corporation, partnership, etc.) who requests to connect to an existing CITY or COUNTY sewer line outside of the municipal city limits shall have the right to connect to the COUNTY or CITY system if said entity satisfies the requirements set forth below:

- a) Entities requesting to connect to a COUNTY or CITY line must have a feasibility study done by an engineer licensed in the State of South Carolina to determine the probable cost of the system, the impact on down stream facilities, and a basic design of the system sufficient to handle the entity's needs, including any desired future flow increases based on growth. The study shall be presented to the COUNTY, COMMISSION, and the CITY (where applicable). A feasibility study shall not be required if the new line is a single residential service line and the maximum sewage output will be less than 400 gallons per day. The necessity of having a feasibility study may be waived by mutual consent of the COUNTY, COMMISSION and/or CITY (where applicable). The CITY'S consent to waive a feasibility study will be necessary when any sewage from the prospective entity will flow through a line owned by the CITY. In the event that a dispute arises between the entity requesting connection to a sewer system and the COUNTY, COMMISSION, and/or CITY (where applicable), the dispute shall be resolved in accordance with the provisions set forth in Clousee County Ordinance 95-7.
- b) Entities requesting to connect to a COUNTY or CITY line must have the new system designed by an engineer licensed in the State of South Carolina. The

design shall be presented to the COUNTY, COMMISSION, and the CITY (where applicable) for approval. The design shall meet Federal, State and local requirements and specifications. The design may be disapproved by the COUNTY, COMMISSION, and CITY (where applicable) if the design does not meet Federal, State and local requirements and specifications. In the event that a dispute arises between the entity requesting connection to a sewer system and the COUNTY, COMMISSION, and/or CITY (where applicable), the dispute shall be resolved in accordance with the provisions set forth in Oconee County Ordinance 95-7.

- c) Entities requesting to connect to existing sewer facilities shall be responsible for (1) All costs associated with the construction of the new system, and (2) All costs of connecting to the existing system. These costs shall include any upgrades necessary to accommodate the increased flow in the existing system. In addition, the sewer customer shall pay a monthly fee to be determined by the CITY or COMMISSION. The monthly fee shall include fees for operation, maintenance, depreciation, treatment, debt service and transportation.
- d) Any entity requesting to connect to an existing sewer system pursuant to this agreement shall be required to obtain all necessary right of ways for the new system.
- e) Any entity requesting to the COUNTY or CITY sewer system shall construct the new system in accordance with the sewer specifications of the COUNTY, COMMISSION, or CITY that will own and operates the sewer system to which

the entity intends to connect. These specifications may be changed, from time to time, by mutual agreement of the COUNTY, COMMISSION, and CITY. The COUNTY, COMMISSION, and CITY (where applicable) shall have the right to inspect and test the new system throughout the construction phase of the project. The COUNTY, COMMISSION, and CITY may deny connection to the system if the new construction is not built to the specifications set forth in this section. The required specifications shall be uniform throughout the COUNTY, COMMISSION, or CITY system.

- f) Notwithstanding any other section in this Intergovernmental Agreement and any rights this Agreement may give to entities as defined herein, connection to the COUNTY or CITY system may be denied for any reason with the mutual consent of the COUNTY, COMMISSION and CITY.

SECTION IV

AGREEMENT CONCERNING WATER

Section 4.01

The parties agree that there will be times that the COUNTY may wish to construct water lines in the unincorporated area of Oconee County or financially assist in the construction of a water line or a water project by the CITY. In the event that the COUNTY decides to construct a water line in the unincorporated areas of the COUNTY and the supply of that water will come from a city water line, the CITY agrees to own, operate and maintain said water line after the construction of the line. The COUNTY agrees to construct said lines in accordance with all city specifications and the CITY agrees to inspect the construction to insure compliance with its specifications.

Section 4.02

In the event the COUNTY seeks to be reimbursed for its financial contribution to a waterline or water project, the CITY agrees to add a reimbursement fee (the amount to be determined by the CITY and the COUNTY on a case by case basis) to the monthly water bills of the CITY's customers who benefit from the water line or water project.

Opportunities for Sewer Expansion in Oconee County

Introduction

In order to stimulate industrial growth, and to provide better service to its citizens, the County seeks to extend sewer service into some of the currently non-sewered areas of the County. Many of these areas are currently undeveloped but, provided with the proper services, could provide excellent sites for industrial, commercial, and corresponding residential growth. Figure 1 shows the extent of sewer service available in Oconee County, and the potential growth areas considered in the Master Plan.

Areas evaluated in the Master Plan were:

- a) Areas that the County may have an interest in providing sewer to enhance growth, or
- b) Areas or entities that may approach the County with an interest in obtaining sewer service.

These areas include:

1. The Interstate-85 corridor and surrounding areas.
2. The Richland Creek area between Seneca and Walhalla.
3. The Martin Creek and Oconee County Airport areas in the eastern portion of the County.
4. The Salem area along Highway 11.
5. The Duke Power / Keowee Key area.

I-85 Corridor

Interstate-85 crosses the southern tip of Oconee County, covering approximately four miles between Anderson County and the Georgia state line. I-85 is one of the most heavily traveled interstates in the country, especially in the area between Atlanta, GA and Charlotte, NC. Industries and other commercial developments prefer to be located near an interstate to ease transportation and accessibility.

Sewer service for this area is proposed in 3 phases as shown in Figure 2 and Table 1.

Table 1. Summary of Capital and Annual Costs for I-85 Sewer by Phase

Phase / Item	Capital Cost
Phase I – Welcome Center and along Highway 59	\$4,669,000
Phase II – Other I-85 exits	\$1,549,000
Phase III – Chickasaw Point and Foxwood Hills	\$1,494,000
Total	\$7,712,000

25% more available along phase

Richland Creek

The Blue Ridge Boulevard (US Highway 28) area north of Seneca is home to multiple industries. To further support these industries and to promote further growth in the area, improvements to the sewer system are essential. The proposed sewer and costs are presented in Table 2 and Figure 3.

Table 2. Summary of Capital and Annual Costs for Richland Creek by Phase

Phase / Item	Capital Cost
Phase I – Along Highway 123	\$1,612,000
Phase II – Along Highway 28	\$1,323,000
Total	\$2,935,000

Martins Creek / Oconee County Airport Area / Shiloh Road

Oconee County has recently acquired funds to lengthen and expand the current airport runway and facilities. It is believed that this expansion will increase the attractiveness of surrounding areas to industries looking for both production and storage space. This area, near Clemson, is already increasing in residential population, yet currently remains unsewered. The addition of sewer services is considered essential for attracting industry and sustaining further residential growth without environmental impacts.

The proposed sewer for this area is presented in Figure 4 and costs \$1,273,000.

Salem

Salem desires to have sewer to attract industry and to encourage development along the Highway 11 corridor above the City, as well as potentially provide sewer for its residents.

The proposed sewer for this area is presented in Figure 5 and costs \$2,496,000.

Duke Power / Keowee Key

Duke Power and Keowee Key may have future interest in tying onto the sewer system.

The proposed sewer for this area is presented in Figure 6 with costs in Table 3.

Table 3. Summary of Capital and Annual Costs for Duke Power/Keowee Key by Phase

Phase / Item	Capital Cost
Phase I - Duke Power to Seneca	\$2,188,000
Phase II - Keowee Key to Duke Power	\$972,000
Total	\$3,160,000

The total for all these projects is \$17,576,000.

Figure 1

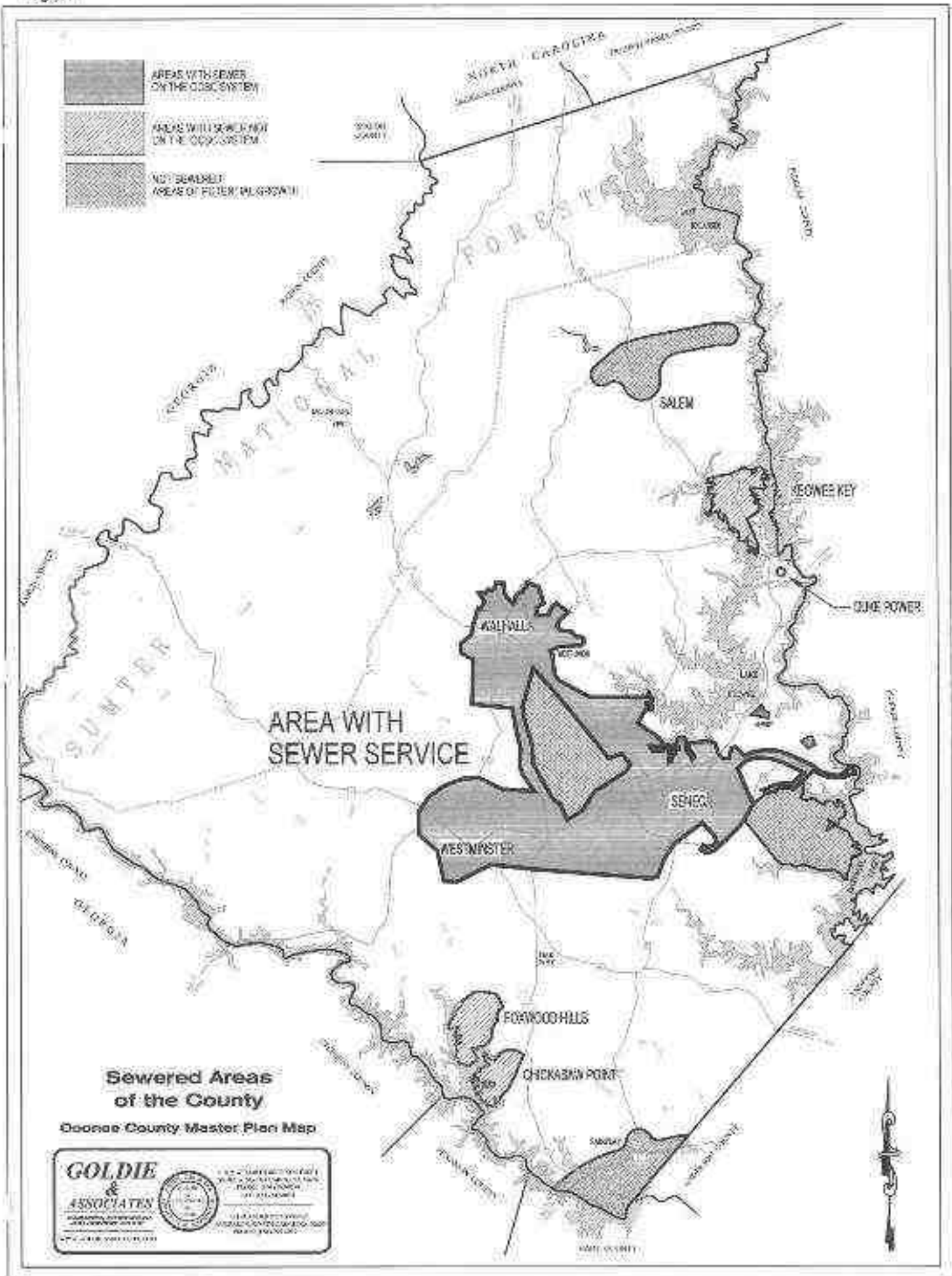
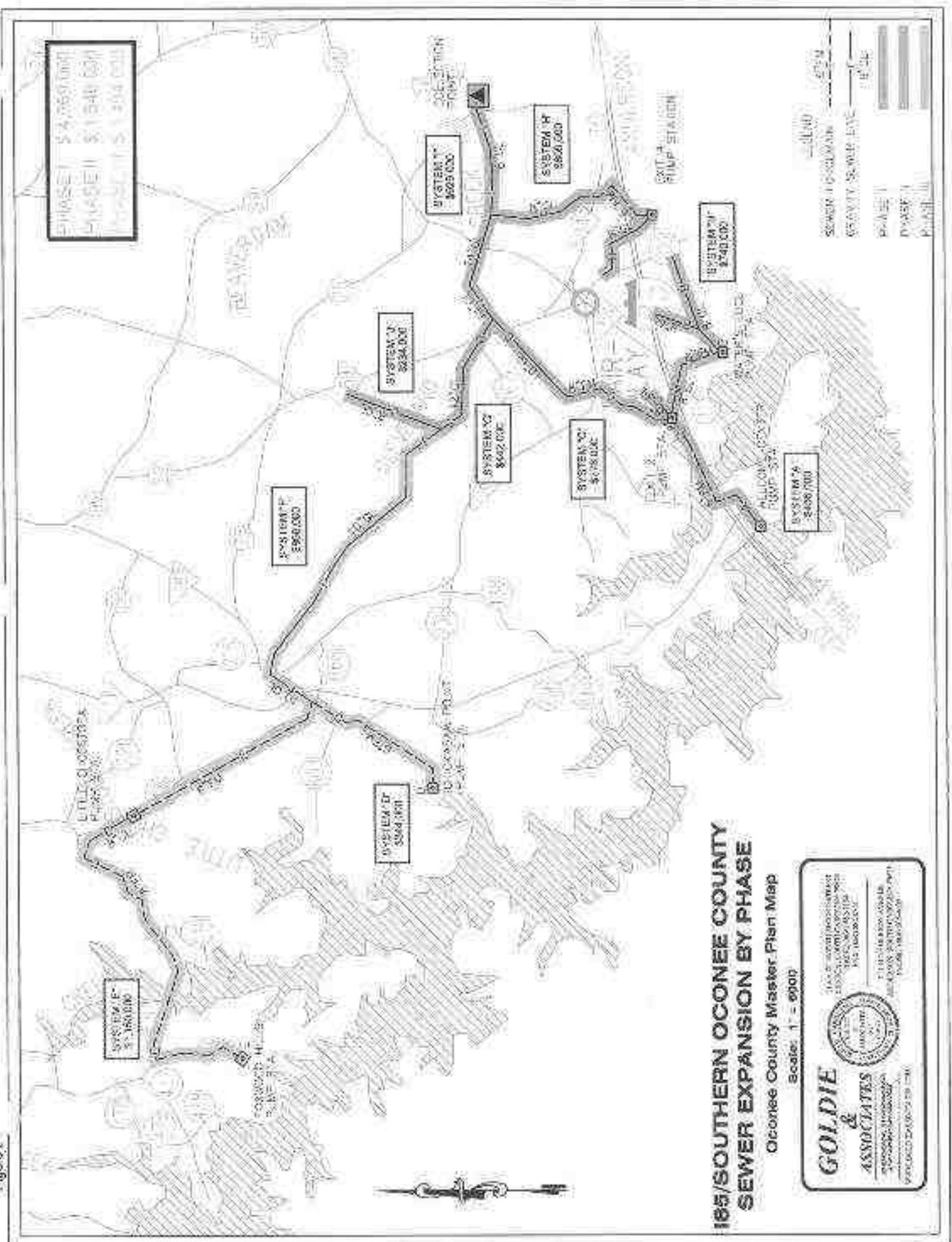
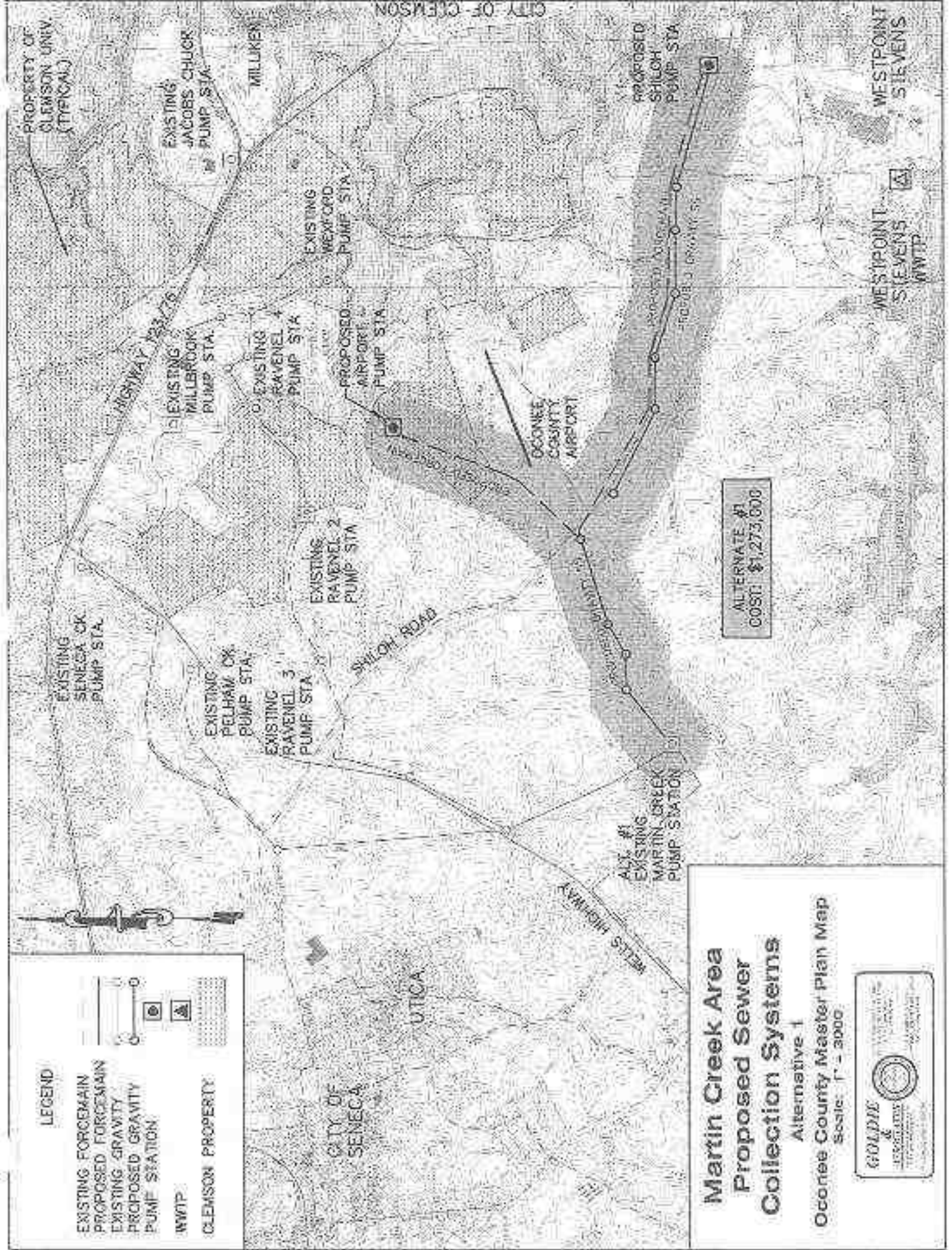


Figure 2



LEGEND

- EXISTING FORCEMAIN
- PROPOSED FORCEMAIN
- EXISTING GRAVITY
- PROPOSED GRAVITY
- PUMP STATION
- NWTP
- CLEMSON PROPERTY



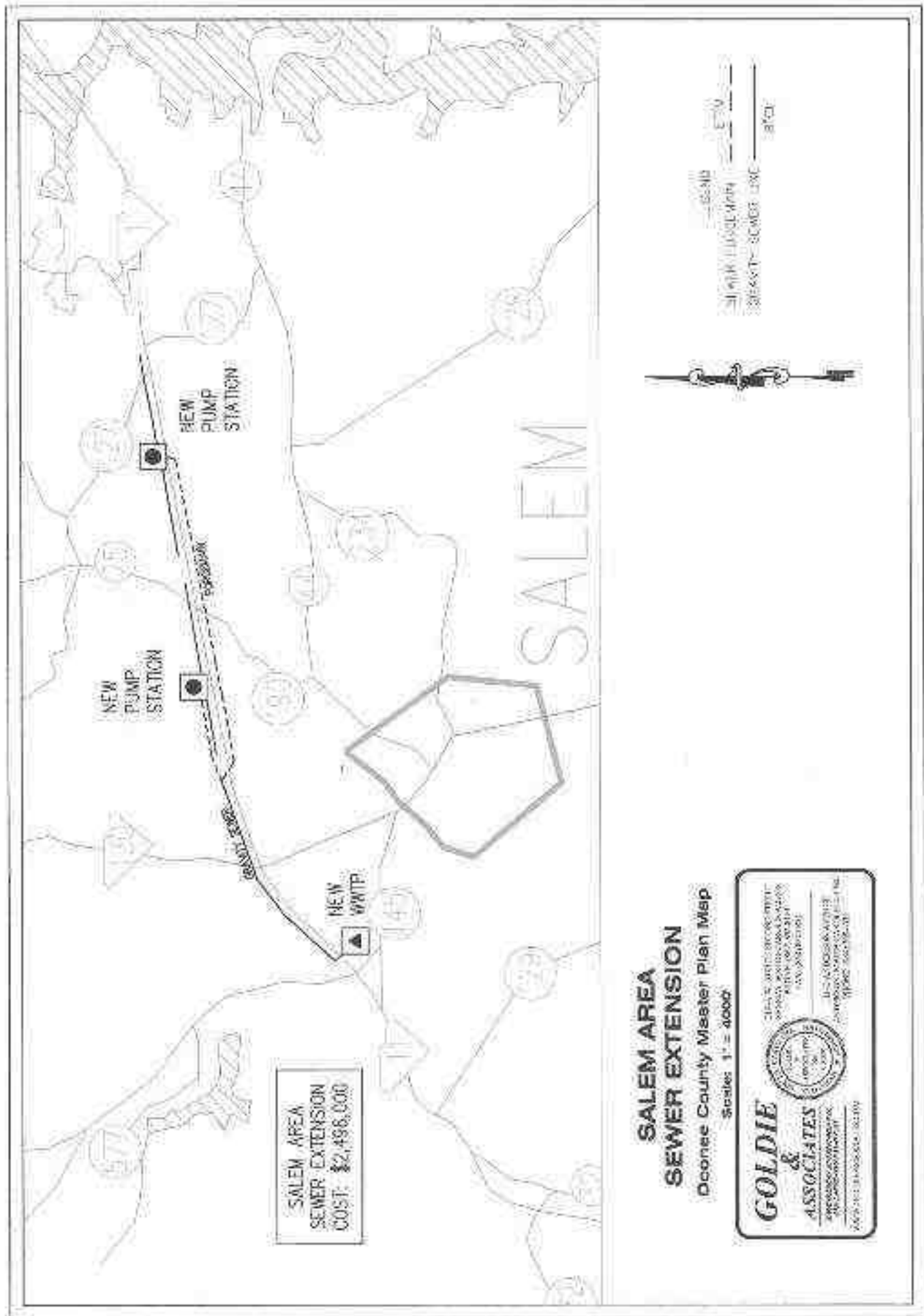
ALTERNATE #1
 COST: \$1,273,000

**Martin Creek Area
 Proposed Sewer
 Collection Systems**

Alternative 1
 Oconee County Master Plan Map
 Scale: 1" = 3000'



Figure 5



SALEM AREA
SEWER EXTENSION
COST: \$2,498,000

**SALEM AREA
SEWER EXTENSION**
Oconee County Master Plan Map
Scale: 1" = 4000'

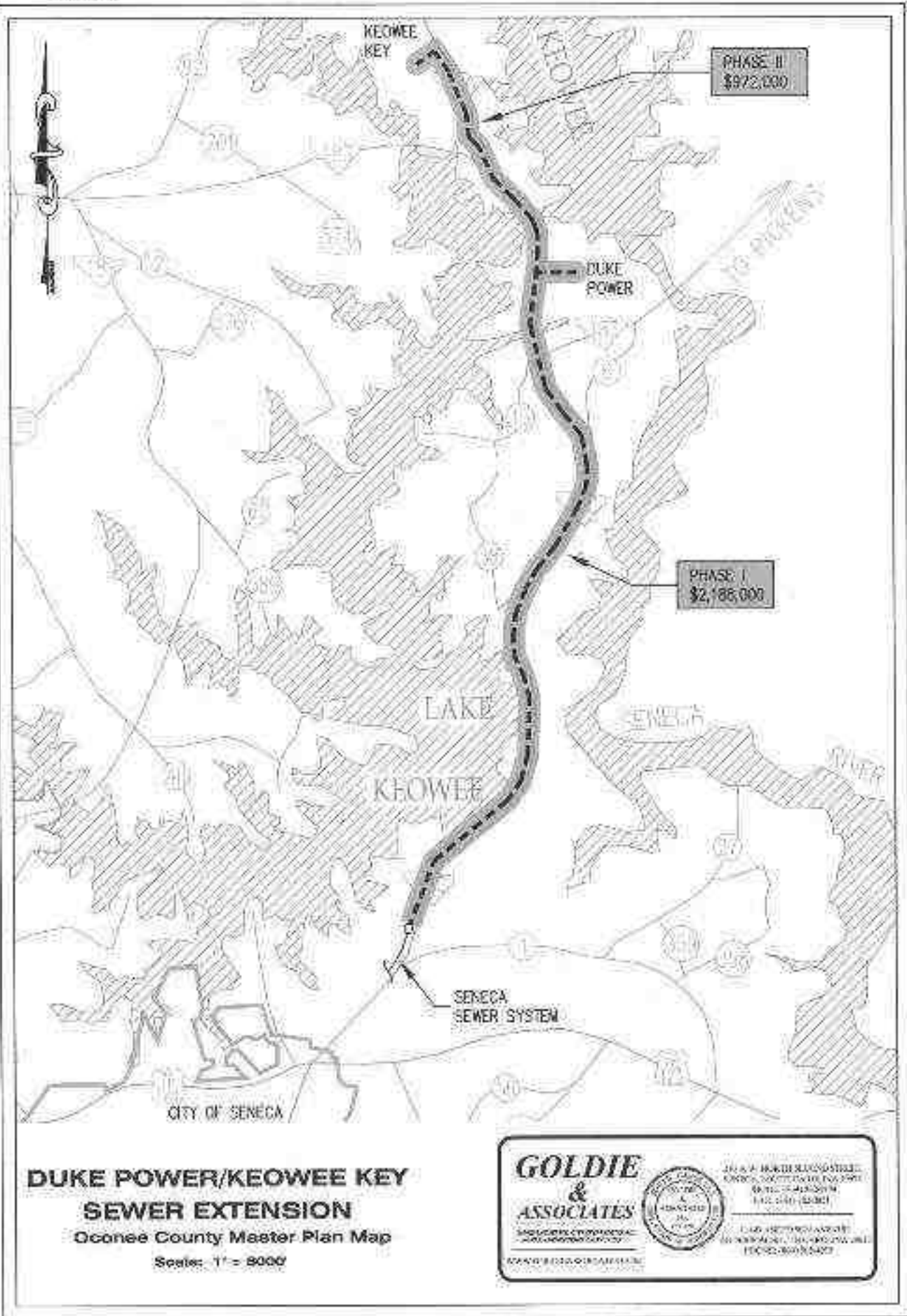
GOLDIE & ASSOCIATES
ENGINEERS, ARCHITECTS, PLANNERS
1000 W. BROADWAY, SUITE 100
SALEM, GA 30083
PHONE: 706-525-1100
FAX: 706-525-1101

Professional Engineer Seal: GOLDIE & ASSOCIATES, INC., No. 10000, State of Georgia, Exp. 12/31/2010



- EXISTING
- NEW PUMP STATION
- NEW WWTAP
- STREET - SCHEDULE 40XC
- RIVER

Figure 3



**DUKE POWER/KEOWEE KEY
SEWER EXTENSION**

Oconee County Master Plan Map

Scale: 1" = 8000'

GOLDIE & ASSOCIATES
INCORPORATED
1000 W. BROAD ST. SUITE 100
COLUMBIA, SC 29201
TEL: 803.733.1111
FAX: 803.733.1112

2000 A. HUNTER BLISS STREET
COLUMBIA, SC 29204
800.777.4444
FAX: 803.733.1112

1000 W. BROAD ST. SUITE 100
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TEL: 803.733.1111
FAX: 803.733.1112

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS)

**PIPELINE RIGHT-OF-WAY
EASEMENT AGREEMENT**

THIS AGREEMENT is made effective as of _____, and by and between Anderson County, Oconee County, and Pickens County (hereinafter "Grantors") and Pickens County, its agents, business invitee, licensees, successors and assigns (hereinafter "Grantee"). The parties herein agree as follows:

WITNESS:

EXPRESS GRANT OF EASEMENT /RIGHT-OF-WAY. Grantor(s) in consideration of the sum of dollars and no cents (\$ _____), and the receipt and sufficiency of which is hereby acknowledged by Grantor(s), expressly grant(s) unto Grantee, its successors and assigns, the perpetual right, privilege and easement, which consists of the following:

An easement appurtenant consisting of Approximately fifty (50) and sixty (60) feet in width until pipeline construction is completed, and consisting of twenty five(25) feet in width thereafter in perpetuity, accommodating underground pipelines and related facilities for transmission of sewage. Said easement shall extend over the land of Grantor(s), with the route of said easement being more particularly shown on an attached Exhibit A, No. 3, and recorded in Plat Book _____ at Page _____ in the Pickens County RMC Office.

PURPOSE OF GRANT: Grantee desires the aforementioned easement for facilitating construction, improvement, operation, maintenance and repair of sewer lines in order to promote the public welfare.

PERMITTED USES. Grantor(s) grants the Grantee the right of ingress and egress from said Right-of-Way over and across the other lands of the Grantor by means of existing roads and lanes thereon, adjacent thereto, or crossing said Right-of-Way. Grantee will repair any actual damage it may do to the Grantor's private roads and lands and will reimburse Grantor for any actual damage not repaired which is caused by the exercise of the right of ingress and egress. Grantee may keep and maintain, as Grantee deems necessary, the Right-of-Way clear of all structures, trees, stumps, roots, shrubbery and undergrowth which in Grantee's judgment may interfere with proper operation of its pipeline facilities. Grantor reserves all other right to said strip of land not inconsistent with the right and easement above set out, except that Grantor agrees not to interfere with Grantee's uses and equipment upon, over, under and through said land.

OWNERSHIP. All timber within the Right-of-Way shall be the property of the Grantor unless otherwise mutually agreed upon and hereinafter set forth in Special Conditions if applicable. Grantor(s) agree(s) that all lines, facilities structures and related apparatuses installed on the aforementioned land by Grantee or its representatives shall be and shall remain the property of Grantee, removable or replaceable at its option; and that the Grantor(s) will not construct any structure, including septic tank, underground tank, or burial ground obstructing said Right-of-Way, except upon prior agreement thereto by Grantee in writing. Existing fences crossing said Right-of-Way will be restored after construction, including gates to permit Grantee access, if necessary. Future fences erected by the Grantor are permissible as long as gated access is made available by the Grantor to the Grantee. The Grantor(s) covenant(s) that he/she/they, is/are the fee simple owner(s) of the above described lands.

QUIET ENJOYMENT. Grantee agrees, in the course of using the aforementioned easement, to endeavor to cause the least interference to Grantor(s) and his/her/their use of said land, and to leave the land as closely resembling its original appearance as possible. The Grantee will endeavor to prohibit unauthorized access to the easement by installation of signs and gates on pre-existing cross-easement fencing.

MAINTENANCE. Grantee shall be responsible for all construction, improvement and maintenance connected with the aforementioned underground pipelines.

SPECIAL CONDITIONS:

ENTIRE AGREEMENT/AMENDMENT. This Agreement contains the entire understanding between the parties and there exist no other promises or conditions in any other agreement, whether oral or written. This Agreement may be modified or amended in writing, so long as the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of South Carolina.

FOR ANDERSON COUNTY

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement/right-of-way unto Grantee herein, its successors and assigns forever.

WITNESS our hands and seals this _____ day of _____

Witness

Grantor

Witness

AFFIDAVIT OF PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw _____ (Grantor), seal and as the grantor (s) he act and deed deliver the within written deed, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Print Witness Name

Signature of Witness

SWORN to before me this _____
day of _____ (seal)

Notary Public for the State of South Carolina
My Commission Expires: _____

FOR OCONEE COUNTY

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement/right-of-way unto Grantee herein, its successors and assigns forever.

WITNESS our hands and seals this _____ day of _____, 20____.

Witness

Grantor

Witness

AFFIDAVIT OF PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw _____ (Grantor), seal and as the grantor's(s') act and deed deliver the within written deed, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Print Witness Name

Signature of Witness

SWORN to before me this _____ day of _____, 20____ (seal)

Notary Public for the State of South Carolina
My Commission Expires: _____

FOR PICKENS COUNTY

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement/right-of-way unto Grantee herein, its successors and assigns forever.

WITNESS our hands and seals this _____ day of _____, 20____.

Witness

Grantor

Witness

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Print Witness Name

Signature of Witness

SWORN to before me this _____
day of _____, 20____ (2008)

Notary Public for the State of South Carolina
My Commission Expires: _____

FOR PICKENS COUNTY AS GRANTEE

Witness

Grantee's Agent

Witness

Agent's Title

AFFIDAVIT OF PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw _____ (Grantee), seal and as the grantee (s') and deed deliver the within written deed, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Print Witness Name

Signature of Witness

SWORN to before me this _____
day of _____, (seal)

Notary Public for the State of South Carolina
My Commission Expires: _____

Opal Green

From: Martha Bally [mailto:jbpdirector@infoAve.Net]
Sent: Monday, August 11, 2003 2:42 PM
To: Green Opal E-mail
Subject: Library Board Members

Here is the information I mentioned to you the other day regarding Library Board Members. At present, we have only 5 members of a 9-member Board who are serving. Of those 5, two members' terms expired on June 30. One of those cannot be re-appointed, since he has finished his second term. Details are as follows:

Current positions vacant:

District I - Teresa Lemman moved out-of-state; her first term expired June 30.
District II - Blake Norton resigned; his first term expires in 2005.
District V - Linda Garwin came out of county; she was filling an unexpired term which expired June 30.

Expired as of June 30, 2003:

District II - Luanna Mayer's first term expired, she can be re-appointed.
District III - Michael Harper's second term expired, he cannot be re-appointed.

We really need these positions filled. This is a very important time for us, and we need each District represented fully. Please ask Council Members to get those appointed as soon as possible. If they would like to talk with me, I will be out of town the rest of this week, but will be happy to talk with them next week (638-4131 (work) or 638-9989 (home)). Or, of course, they could contact our Board Chairperson, Mimi Hunt, at 682 3535.

Thanks,
Martha

Outgoing mail is certified Virus Free.
Checked by AVG anti-virus system (http://www.grisoft.com).
Version: 5.0.525 / Virus Database: 302 - Release Date: 7/30/03

Oconee County Planning Commission



415 S. Pine St. • Walhalla, South Carolina 29691

Phone (864) 638-4218 • Fax (864) 638-4168

MEMORANDUM 9- 04

FROM: PLANNING COMMISSION *JH*

TO: COUNTY COUNCIL

SUBJECT: Capital Improvement Plan

DATE: August 12, 2003

At their meeting of August 11, 2003, the Oconee County Planning Commission began the initial review of the Capital Improvement Plan. Following a briefing by the staff, the Commission made the following recommendations.

1. Oconee County Council should begin the process of accepting bids for the live fire training building.
2. Oconee County Council should immediately provide the funding for Phase I of the Geographic Information System.

The Commission will continue its work on the Capital Improvement Plan and provide Council with periodic reports of its progress.

CC: County Supervisor
Planning Commission
County Attorney
Clerk to Council
Rural Fire
Information Technology

Oconee County Planning Commission



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CC: County Supervisor
Planning Commission
County Attorney
Clerk to Council
Rural Fire
Information Technology

Notice to Oconee County Council as to possible action regarding SWAG Agreement:

This is a demand that no action be taken on any sewer agreement between the Cities and Oconee County through the Sewer Commission until reasonable public process has been satisfied.

This is notice that a final draft of the SWAG Agreement has not been made public. Also, this Agreement as written may not contain a description of a process for deciding placement of future or proposed sewer lines.

Furthermore, the recent meeting concerning the Newry sewer was an illegal meeting and any action taken as a result of that meeting should not be considered. There has been no public information on the process for deciding how depreciation is calculated on the various sewer lines and who pays. This involves tax money. It appears that special provisions are being made for the Newry sewer line and that the rest of the county can be required to follow those rules and guidelines. What's going on?


Susie Cornelius, August 12, 2003