

**A G E N D A**

**OCONEE COUNTY COUNCIL MEETING**

**TUESDAY, NOVEMBER 15, 1994**

**3:00 PM**

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Consideration of PRT Commission Recommendation to Remove Putt-Putt Course at Chau Ram Park - Mr. Alex James, PRT Director
5. First Reading of Ordinance 94-12, "An Ordinance Authorizing An Amendment to the Indenture of Lease Dated June 29, 1959 Between Oconee County, South Carolina and Oconee Memorial Hospital Association Whereby (i) The Lease Term is Extended to June 1, 2025 and (ii) The County Approves the Transfer by the Association of all Right and Interests of the Association to Oconee Memorial Hospital; and (iii) Certain Other Matters in Connection Therewith" in title only
6. Second Reading of Ordinance 94-11, "An Ordinance to Amend Oconee County Ordinance 94-7, Providing for the Development of a Jointly Owned and Operated Industrial/Business Park Geographically Located in Williamsburg and Oconee County, so as to Include Additional Property in that Portion of the Joint County Industrial Park Located in Oconee County, South Carolina and Other Matters Relating Thereto"
7. Consideration of Bids for Uniforms for County Employees for Various Departments - Ms. Marianne Dillard, Purchasing Director
8. Consideration of Bids for Repairing the Roofing System at Lunney Museum - Ms. Marianne Dillard, Purchasing Director
9. Consideration of Request of Magistrate's Office for Temporary Secretary for a Six Week Period of Time

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**AGENDA**

November 15, 1994

10. Old Business

11. New Business

12. Adjourn

\*\*\*2:45 pm\*\*\* Administrative Briefing



Portion of the Joint County Industrial Park Located in Oconee County, South Carolina and Other matters Relating Thereto" be adopted on second reading.

Mrs. Burrell made a motion, seconded by Mr. Harper, approved 4 - 0 (Mr. Williams absent) that the bid for work uniforms for County employees in certain departments be awarded to National Linen Services as delineated on the attached bid sheet.

Uniform Bid

Mr. Strickland made a motion, seconded by Mr. Harper, approved 4 - 0 (Mr. Williams absent) that the request of the Magistrate's Office of up to \$2,543 from contingency for a temporary secretary be approved. (See attached request)

Magistrate  
(Cont'cy)

Mr. Cain informed Council that it would be best to wait until the ordinance is adopted before appointing the land use committee.

Land Use

Mr. Cain informed Council that the proposed agreement and consent order has been presented to court for review and approval. The documents were presented to Judge Ballenger. After reviewing these documents, the Judge indicated to Mr. Cain that he would not sign the proposed consent order as prepared. The Judge had questions and concerns about the proposed order, specifically paragraph eleven of the proposed consent order which states as follows: "The court has reviewed the entire record in this proceeding and finds that the consent order and the agreement of the parties will provide an acceptable level of safety that is equivalent to the level of safety that presently exists in the area involved." Judge Ballenger has indicated that he will not execute the order as written, Counsel for the County believes that the order, if it is to be entered into it must contain this language and finding. Counsel for Eagle Ridge has requested that the Attorneys appear before Judge Hall who is the Chief Administrative Judge for this circuit.

Eagle  
Ridge

Mr. Cain asked that if it were the wishes of Council for him to present the documents to the Chief Administrative Judge for review and approval that he be so directed by motion.

Upon inquiry by Mr. Crain, Mr. Cain replied that he did no think it was appropriate to "judge shop", although he was not saying that this was what was taking place.

Mr. Cain also informed Council that if the County were going to go forward with the agreement it was important that the language regarding safety be included in the agreement.

After further discussion and upon inquiry by Mr. Orr about the necessity of a court order, Mr. Cain informed Council that in his opinion it would be "ludicrous" to enter into this arrangement without the sanction and protection of the court order. Upon further inquiry, Mr. Cain stated that in his opinion if this arrangement was entered into without a court order it would increase the personal liability of the Council Members in the event something bad happened.

Mrs. Burrell made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mr. Williams absent) which directed that Mr. Cain request Judge Ballenger to reduce to writing his reasons for refusing to sign the proposed documents.

At the request of Mr. Alex James, PRT Director, Mr. Strickland made a motion, seconded by Mr. Orr, approved 4 - 0 (Mr. Williams absent) that the recommendation of the Parks, Recreation & Tourism Commission to remove the putt-putt course at Chau Ram Park be adopted.

The Purchasing, Contracting, Real Estate, Building & Grounds Committee scheduled a meeting Tuesday, December 6, 1994 at 6:00 pm in Council Chambers to discuss the lease agreements for High Falls & South Cove Parks.

At the request of Mr. James, PRT Director, Mr. Orr made a motion, seconded by Mr. Strickland, approved 4 - 0 that \$4,500 be taken from contingency and placed in line item 10 018 00150 00022 for the rewiring of camp sites at Chau Ram & South Cove Parks.

Mr. Orr made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mr. Williams absent) that PRT purchase some electronic high pitch noise sensors to drive away the squirrels from High Falls Park.

At this time Council went into executive session.

When open session resumed, Mr. Orr made a motion, seconded by Mrs. Burrell that Ordinance 94-12, "An Ordinance Authorizing An Amendment to the Indenture of Lease Dated June 29, 1959 Between Oconee County, South Carolina and Oconee Memorial Hospital Association Whereby (i) The Lease Term is Extended to June 1, 2025 and (ii) The County Approves the Transfer by the Association to Oconee Memorial Hospital; and (iii) Certain Other Matters in Connection Therewith" be adopted on first reading in title only.

PRT

Committee Meeting

PRT (Cont'cy)

PRT

Executive Session

Open Session Ord. 94-12

November 15, 1994

Mrs. Burrell made a motion, seconded by Mr. Orr, approved 4 - 0 (Mr. Williams absent) that the motion be amended that before second reading of the ordinance that Council be supplied a copy of the current bylaws and proposed amendments.

Mrs. Burrell made a motion, seconded by Mr. Orr, approved 4 - 0 (Mr. Williams absent) that the motion be amended that before second reading of the ordinance that Council have a copy of the hospital's financial statement and debt capacity statement.

Mrs. Burrell made a motion, seconded by Mr. Orr, approved 4 - 0 (Mr. Williams absent) that the motion be amended that before second reading of the ordinance that Council have preliminary construction estimates and supporting documents.

Mrs. Burrell made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mr. Williams absent) that the motion be amended that before second reading of the ordinance that future plans for Lila Doyle be addressed in writing.

Mrs. Burrell made a motion, seconded by Mr. Orr, approved 4 - 0 (Mr. Williams absent) that the motion be amended that before second reading of the ordinance that Council have a copy of the Certificate of Need for Lila Doyle.

Mrs. Burrell made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mr. Williams absent) that the wording in Section 5 of the lease be changed from "Delegation" to "Governing Body of Oconee County".

Mr. Strickland made a motion that some change be made in the method of the selection of Hospital Board Members, however, this motion died for lack of a second.

Mrs. Burrell made a motion, seconded by Mr. Orr, approved 3 - 1 (Mr. Williams absent, Mr. Strickland voting against) that the Certificate of Need for Lila Doyle be changed to Certificate of Need for the Hospital.

Mr. Strickland made a motion, seconded by Mr. Orr, approved 3 - 1 (Mr. Williams absent, Mrs. Burrell voting against) that before second reading of the ordinance that the Hospital also have a Certificate of Need for Lila Doyle.

Mr. Hudson informed Council there would not be a need for additional funds for nine (9) beds at Lila Doyle.

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November 15, 1994

By consensus Council deemed it wise to have the public hearing regarding the hospital during the week of December 18, 1994.

The motion to adopt Ordinance 94-12 on first reading in title only was adopted 3 - 1 (Mr. Williams absent, Mr. Strickland voting against).

The Insurance Committee scheduled a meeting November 30, 1994 at 8:30 am in Council Chambers to review and discuss life insurance proposals for County employees through payroll deductions.

Insurance  
Meeting

Adjourn: 6:15 pm

*Norman D. Crain /og*  
Norman D. Crain  
Supervisor-Chairman  
Oconee County Council

AN ORDINANCE

AUTHORIZING AN AMENDMENT TO THE INDENTURE OF LEASE DATED JUNE 29, 1959 BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND OCONEE MEMORIAL HOSPITAL ASSOCIATION WHEREBY (i) THE LEASE TERM IS EXTENDED TO JUNE 1, 2025 AND (ii) THE COUNTY APPROVES THE TRANSFER BY THE ASSOCIATION OF ALL RIGHTS AND INTERESTS OF THE ASSOCIATION TO OCONEE MEMORIAL HOSPITAL; AND (iii) CERTAIN OTHER MATTERS IN CONNECTION THEREWITH.

**McNAIR & SANFORD, P.A.**  
ATTORNEYS AND COUNSELORS AT LAW

NATIONSBANK PLAZA/SUITE 801  
7 NORTH LAURENS STREET  
GREENVILLE, SOUTH CAROLINA 29601

TELEPHONE 803/271-4940  
FACSIMILE 803/271-4015

CHARLESTON OFFICE  
140 EAST BAY STREET  
POST OFFICE BOX 1431  
CHARLESTON, SC 29402  
TELEPHONE 803/722-7851  
FACSIMILE 803/722-3227

COLUMBIA OFFICE  
NATIONSBANK TOWER  
1301 GERVAIS STREET  
POST OFFICE BOX 11390  
COLUMBIA, SC 29211  
TELEPHONE 803/799-9800  
FACSIMILE 803/799-9804

GEORGETOWN OFFICE  
121 SCREVEN STREET  
POST OFFICE DRAWER 418  
GEORGETOWN, SC 29442  
TELEPHONE 803/546-8102  
FACSIMILE 803/546-0096

RALEIGH OFFICE  
234 FAYETTEVILLE STREET MALL  
SUITE 100  
POST OFFICE BOX 2447  
RALEIGH, NC 27802  
TELEPHONE 919/755-1800  
FACSIMILE 919/890-4190

SPARTANBURG OFFICE  
SPARTAN CENTRE/SUITE 208  
101 WEST ST. JOHN STREET  
POST OFFICE BOX 6137  
SPARTANBURG, SC 29304  
TELEPHONE 803/548-1300  
FACSIMILE 803/842-0706

WASHINGTON OFFICE  
MADISON OFFICE BUILDING  
SUITE 400  
1165 FIFTEENTH STREET, NORTHWEST  
WASHINGTON, DC 20005  
TELEPHONE 202/688-3800  
FACSIMILE 202/659-5763

November 10, 1994

VIA FACSIMILE 803-882-7182

Timothy M. Cain, Esquire  
Fedder & Cain  
Post Office Box 698  
Seneca, South Carolina 29679

Re: Amendment to Indenture of Lease - Oconee Memorial Hospital

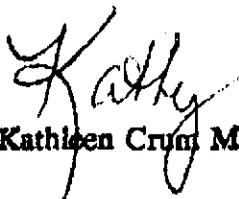
Dear Tim:

Attached is the title of the ordinance for first reading on November 15, 1994. In order for the interest on the hospital bonds to be tax-exempt, all interests in the project must be held by a governmental entity such as Oconee County or a 501(c)(3) organization. Oconee Memorial Hospital Association is not a 501(c)(3) organization. I am proposing that the lease be structured to be between the County and Oconee Memorial Hospital. If conditions are to be placed by the County on the Association, these provisions would need to be included in the lease or addressed in a separate agreement.

I will call you on Friday to see if you have any questions.

Sincerely,

McNAIR & SANFORD, P.A.

  
Kathleen Crum McKinsey

KCM/pkf  
Attachment

cc: Ham Hudson  
Paul Trouche

**OCONEE MEMORIAL HOSPITAL  
HOSPITAL REVENUE AND REFUNDING BONDS  
SERIES 1995**

**Wheat First  
Butcher Singer**

**PRELIMINARY FINANCING SCHEDULE**

NOVEMBER 1994							DECEMBER 1994							JANUARY 1995						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	29	30	31	29	30	31				

**PARTICIPANTS**

OMH	Oconee Memorial Hospital
BC	Bond Counsel
UW	Underwriter
UC	Underwriter's Counsel
HC	Hospital Counsel
IDA	Oconee County Council
A	Auditor
T	Trustee

DATE	KEY EVENT	PARTICIPANTS INVOLVED
Week of Oct. 17	<ul style="list-style-type: none"> <li>o Produce Initial Drafts of Appendix A of the Official Statement, Official Statement and Legal Documents</li> <li>o Prepare South Carolina Jobs-Economic Development Authority (JEDA) application</li> <li>o Mail Request for Proposal for Trustee</li> </ul>	OMH, UC, BC  BC, OMH  OMH
<b>Tues. Oct. 25 10 a.m.</b>	<ul style="list-style-type: none"> <li>o <b>Meeting to Discuss First Draft of Legal Documents, Appendix A, and Official Statement</b></li> </ul>	<b>OMH, UW BC, HC, UC</b>
Wed., Oct. 26	<ul style="list-style-type: none"> <li>o JEDA passes Inducement Resolution</li> </ul>	BC
Week of Oct. 31	<ul style="list-style-type: none"> <li>o Select Trustee</li> </ul>	OMH

**PRELIMINARY FINANCING SCHEDULE (CONT.)**

<u>DATE</u>	<u>KEY EVENT</u>	<u>PARTICIPANTS INVOLVED</u>
Tues., Nov. 15	o First Reading by Oconee County Council and County Agrees to Extend Lease to 2025	BC, OMH, HC
<b>Week of Nov. 21</b>	o <b>Mail second draft of Legal Documents, Appendix A, and Official Statement</b>	<b>BC, UC</b>
Week of Nov. 28	o Publish Notice of TEFRA Hearing	BC
<b>Mon., Nov. 28</b>	o <b>Receive Certificate of Need Approval</b>	<b>OMH</b>
<i>Tues., Nov. 29</i>	o <i>Information Package to be Received by Budget and Control Board for Agenda for Dec. 13th Meeting</i>	<i>BC</i>
Week of Dec. 5	o Meeting to Discuss Second Draft of Legal Documents, Appendix A, and Official Statement	OMH, BC HC, UC, UW
Tues., Dec. 6	o Second Reading by Oconee County Council	BC, OMH, HC
Tues., Dec. 13	o State Budget and Control Board Approval	BC, OMH, HC
Week of Dec. 19	o Mail Third draft of Legal Documents, Official Statement and Appendix A	BC, UC
Tues., Dec. 20	o Third Reading by Oconee County Council and TEFRA Public Hearing	BC, OMH, HC
Week of Jan. 2	o Meeting to Discuss Official Statement	All Parties
	o Credit Presentation Rehearsal for Rating Agencies and Bond Insurers	OMH, UW
	o Mail Credit Package to Rating Agencies	UW

## PRELIMINARY FINANCING SCHEDULE (CONT.)

**Wheat First  
Butcher Singer**

DATE	KEY EVENT	PARTICIPANTS INVOLVED
Week of Jan. 9	o Credit Presentation to Rating Agencies and Bond Insurers	OMH, UW
Week of Jan. 16	o Sign off on Audited Financials	OMH, A
Week of Jan. 23	o Receive Rating from Rating Agencies	UW
	o Finalize Preliminary Official Statement	UC
<b>Wed., Jan 25</b>	o <b>JEDA Passes Final Bond Resolution</b>	<b>BC</b>
Friday, Jan. 27	o Mail Preliminary Official Statement	UC
Week of Feb. 6	o Price the Bond Issue & Sign BPA	UW, OMH, JEDA
Week of Feb. 13	o Mail Final Official Statement	UC
Week of Feb. 20	o Closing of the Bond Issue	All Parties

OCONEE COUNTY BID TABULATION

BID FOR: Work Uniforms for County Employees DATE: November 10, 1994

BID NO: 94-13 LOCATION: Walhalla, SC TIME: 2:00 p.m.

BIDDERS	National Linen Service	Cintas	R & R Uniforms, Inc.		
109 - Shirts - short sleeve	* 8.40/ea 1024.60	*10.50/ea 1389.75	11.15/ea 1215.35		
84 - Shirts - long sleeve	* 9.80/ea 946.40	*11.50/ea 1178.50	12.90/ea 1109.40		
193 - Pants	12.60/ea 2548.35	15.00/ea 2932.50	12.50/ea 2443.75		
3 - Jackets	*24.75/ea 77.25	*26.00/ea 84.75	25.50/ea 76.50		
3 - Coveralls ' 1 Regular 2 Insulated	23.00/ea 87.00 32.00/ea	26.00/ea 106.00 40.00/ea	24.20/ea 103.20 39.50/ea		
Options:					
American flag on sleeve -Solid Waste	1.50/ea 112.50	1.25/ea 93.75	1.00/ea 75.00		
Additional cost on oversized uniforms	Pants 44-50 20% 52-54 50%/56-60 75% 62-66 100%	10% more	10% on XLL & over		
	Shirts 2XL-4XL 20% 5XL 75% *Add .50 for ea name & dept emblem	*Emblems Name - .75/ea Company - 1.50/ea			
TOTAL	4796.10 239.81 5035.91	5785.25 289.26 6074.51	5023.20 251.16 5274.36		

**ATTENDING OPENING:**  
Marianne Dillard, Jenny Peay - Purchasing; Walt Purcell

BID NO. 94-13  
 (Use this number on envelopes & all related correspondence)

BID FORM  
 OCONEE COUNTY PURCHASING DEPARTMENT  
 201 WEST MAIN STREET  
 WALHALLA, S.C. 29691

The National Linen Service submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for work uniforms for County employees

QUANTITY	DESCRIPTION	Unit Price
109	Shirts - short sleeve.....	8.40
84	Shirts - long sleeve.....	9.80
193	Pants.....	12.60
3	Jackets.....	24.75
3	Coveralls.....	23.00
	Add \$0.50 for each Name and Company emblem to unit price	
	Options:	
	American flag on sleeve.....	1.50
	Additional cost on oversized uniforms.....	
	Pants: Waist Size 44-50 Add 20% to Unit Price	
	52-54 Add 50%	
	56-60 Add 75%	
	62-66 Add 100%	
	Shirts 2XL-4XL Add 20%	
	SXL Add 75%	

-Back pockets zipp are not available see

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: Allow 3 weeks with emblems 2 weeks without emblems  
 BIDDING ORGANIZATION National Linen Service  
 ADDRESS: P.O. BOX 5694, Ste B  
 CITY, STATE, ZIP CODE Greenville SC 29607

SIGNATURE OF BIDDERS REPRESENTATIVE Joseph J. Hayler  
 TITLE Sales Rep  
 DATE NOV 1, 1994  
 TELEPHONE (800) 291-0657  
Home office (803) 654-0642 - Clemson

BID SUPPLEMENTAL FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 West Main Street  
WALHALLA, SOUTH CAROLINA 29691

DATE

Nov 1, 1994

BID NO.

94-13

Dear Ms. Dillard:

The items requested by Oconee Co appear to be standard industrial products carried by our company. The only deviation that I noted from your specifications is the zipped back pockets on the coveralls. Zipped back pockets are not available from our regular suppliers. If this is an absolute requirement for your business, I will search for the appropriate vendor and get back with you. Please let me know how I may be of further assistance.

BID NO. 94-13  
 (Use this number on envelopes & all related correspondence)

BID FORM  
 OCONEE COUNTY PURCHASING DEPARTMENT  
 301 WEST MAIN STREET  
 WALHALLA, S.C. 29691

The Cintas Corporation submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for work uniforms for County employees

QUANTITY	DESCRIPTION	Unit Price
109	Shirts - short sleeve.....	\$10.50
84	Shirts - long sleeve.....	\$11.50
193	Pants.....	\$15.00
3	Jackets.....	\$26.00
3	Coveralls.....	\$26.00
	Insulated Coveralls. . . . .	\$40.00
	Options:	
	American flag on sleeve.....	\$ 1.25
	Additional cost on oversized uniforms.....	
	Anything over XXL Shirt and 44+ Pant. . . . .	10% More
	Emblems	
	Name. . . . .	\$ .75
	Company . . . . .	\$1.50

Bid shall include delivery to location stated on Bid Notices. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: Two (2) Weeks After Order is Received  
 BIDDING ORGANIZATION CINTAS CORPORATION  
 ADDRESS: P.O. BOX 5207  
 CITY, STATE, ZIP CODE Greenville, SC 29606

SIGNATURE OF BIDDERS REPRESENTATIVE Larry Brown  
 TITLE Sales Representative  
 DATE October 25, 1994  
 TELEPHONE 803-242-5680

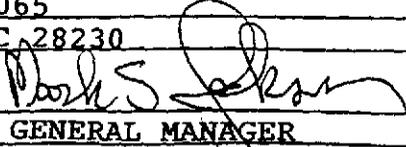
BID NO. 94-13  
 (Use this number on envelopes & all related correspondence)

BID FORM  
 JOONEE COUNTY PURCHASING DEPARTMENT  
 201 WEST MAIN STREET  
 WALHALLA, S.C. 29691

The R & R UNIFORMS, INC. submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for work uniforms for County employees

QUANTITY	DESCRIPTION	Unit Price
109	Shirts - short sleeve.....	\$ 11.15
84	Shirts - long sleeve.....	12.90
193	Pants.....	12.50
3	Jackets.....	25.50
3	Coveralls.....	24.20
Options:		
	American flag on sleeve.....	1.00
	Additional cost on oversized uniforms.....	10% ON ANY SIZE XXL AND OVER
PLEASE SEND A COPY OF THE DETAILED BID TABULATION. A STAMPED REPLY ENVELOPE IS ENCLOSED. THANK YOU		

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 30 - 45 DAYS AFTER RECEIPT OF ORDER  
 BIDDING ORGANIZATION R & R UNIFORMS, INC.  
 ADDRESS: P.O. BOX P. O. BOX 30065  
 CITY, STATE, ZIP CODE CHARLOTTE, NC 28230  
 SIGNATURE OF BIDDERS REPRESENTATIVE   
 TITLE GENERAL MANAGER  
 DATE 11/9/94  
 TELEPHONE 704-333-6681 / 800-486-2468

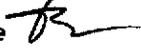
# OCONEE COUNTY SUMMARY COURT

300 S. CHURCH STREET  
OCONEE LAW ENFORCEMENT CENTER  
WALHALLA, SOUTH CAROLINA 29691

TELEPHONE  
(803) 638-4125

FAX  
(803) 638-4229

## M E M O R A N D U M

TO : Norman D. Crain, Supervisor, Oconee County  
FROM: Dillard E. Medford, Chief Magistrate   
DATE: November 2, 1994  
RE : Hiring a Temporary Secretary for a Period of Six  
(6) Weeks, Maternity Leave of Permanent Employee

A secretary for the Magistrate's Office will be going on maternity leave during the last of November. The doctor has estimated a delivery date of November 29, 1994.

I hereby request consideration be granted to hire a temporary secretary for the period of November 21, 1994, which will be the beginning of the six (6) week absence. This will provide a one (1) week training session prior to the estimated date as mentioned above.

Attached is an estimation of funds needed as prepared by Ms. Merle P. Orr, Personnel Coordinator.

DEM/dsj

# OCONEE COUNTY PERSONNEL OFFICE

PUBLIC SERVICE BUILDING, 208 BOOKER DRIVE

WALHALLA, S.C. 29691

Telephone (803) 638-4240

*An Equal Opportunity/Affirmative Action Employer*

Merle P. Orr  
PERSONNEL COORDINATOR

Kay C. Oibon  
ASST. PERSONNEL COORDINATOR

FOR: Judge Medford  
CHIEF MAGISTRATE

FROM: Merle  
PERSONNEL

RE: HIRING A TEMPORARY SECRETARY FOR A PERIOD OF SIX (6) WEEKS

DATE: OCTOBER 26, 1994

Title: Secretary Magistrate's Office

Salary: \$15,083.00 - 6-A (\$7.26 per hour)

Salary for the 6 week period:	\$1,742.40	
Plus	133.29	Matching FICA Contribution
Plus	8.89	Workers' Compensation
Plus	<u>539.00</u>	Health Coverage (2 months)
	\$2,423.58	Total

NOTE: If you hire an applicant that has an active account with The South Carolina Retirement System - Add \$119.35 for the benefit of Retirement

Call me if you have any questions.

C: Ned Hunnicutt  
FINANCE OFFICE





(c) Disclaimer of Warranties of Condition: Lessee accepts the Leased Premises "as is". Lessor makes no warranties or representations as to the condition of the Leased Premises or any improvements thereon, whether open and obvious or concealed.

(d) Warranty of Quiet Enjoyment: Lessor warrants to Lessee the quiet enjoyment of the Leased Premises, safe from the lawful claim or disturbances of any person claiming by, through or under Lessor for the full term of this Lease, so long as Lessee is not in default of its performance of any covenant contained herein, except, however, Duke may cancel this Lease on thirty (30) days prior written notice if directed to do so by The Federal Energy Regulatory Commission.

4. Rent: The consideration flowing to Lessor for this Lease is the Lessee's assuming responsibility for maintenance and operation of the recreational facilities required of Lessor under the terms of Lessor's license issued to it by The Federal Energy Regulatory Commission (FERC) pursuant to the Federal Power Act. Failure by Lessee to maintain and operate the FERC required facilities and the areas of the Leased Premises subject to FERC regulatory oversight to the standards reasonably required by the FERC, shall constitute a default under the terms of this Lease.

5. Permitted Uses: The Lease Premises may be used by Lessee for development, maintenance and operation as a public park and/or recreational area and for no other purposes. Other uses may be permitted only by written authority of Lessor. Lessee shall allow free public boat launching at the existing boat ramp designated on Exhibit A.

6. User Fees: A schedule of user fees is attached hereto as Exhibit B. Such fees shall not be increased in greater proportion than the increase from the time of the commencement of this Lease in the Consumer Price Index, All Urban Consumers, All Items, published by The Bureau of Labor Statistics. Any increase in excess thereof must be submitted to and approved by Lessor in writing prior to being placed in effect or increased. Contracts or agreements with third parties regarding the sale of goods or services must be submitted to and approved by Lessor prior to execution thereof by Lessee. Lessee and its contractors selling goods and services may establish pricing free of Lessor's control.

7. Improvements:

(a) Improvements by Lessee: Subject to written approval of Lessor, which approval shall not be unreasonably withheld, and, when required, the prior approval of FERC, Lessee shall have the right at its expense to make additions or modifications to those facilities and improvements existing upon the Leased Premises at the commencement of the lease term and to develop additional park facilities and improvements in the future not inconsistent with the

permitted uses stated herein. Lessee shall submit to Lessor for Lessor's review detailed construction plans and elevation drawings for all proposed alterations or improvements.

(b) End of Lease: Upon the termination or expiration of the Lease, all buildings, improvements, fixtures and other items of real property shall become the property of the Lessor, except however if Lessee shall make any capital improvement during the final ten years of this Lease which shall cost in excess of ten thousand dollars (\$10,000.00), then at the expiration of this Lease, Lessor shall reimburse Lessee for the cost thereof reduced by 3 1/3% for each year or portion thereof from the date of completion of such improvement to the date of expiration of this Lease. For example, if Lessee shall construct a cost of fifty thousand dollars (\$50,000.00) an improvement at a time that is eight years prior to the expiration of this Lease, then at the expiration of this Lease, Lessor shall pay the Lessee the sum of thirty six thousand six hundred sixty-six dollars and 67/100 cents (\$36,666.67). Lessee shall remove all personal property of Lessee located upon the Leased Premises to include all piers and boat slips provided by Lessee. If Lessee shall not have removed its personal property within 30 days of the termination or expiration of the Lease, Lessor may at its option retain and use any portion of same or remove and dispose of any portion of same without liability to Lessee and shall be reimbursed by Lessee for its cost thereof.

(c) Waiver: Lessee hereby waives all claims against Lessor for damages to the buildings and improvements that are now or hereafter placed or built on the Leased Premises and to the property of Lessee in, on or about the Leased Premises, resulting from fluctuation in the water level of Lake Keowee.

(d) Hazard Insurance: Lessee shall also, at all times during the term of this Lease, keep all improvements which are now or hereafter a part of the Leased Premises insured against loss or damage by fire and the extended coverage hazards for eighty percent (80%) of the full replacement value of such improvements. Any loss adjustment shall require the written consent of both Lessor and Lessee. In the event any improvements upon the Leased Premises shall be damaged or destroyed by fire or other casualty, then Lessor shall promptly restore same to the condition existing before such loss or damage.

8. Power Line Easement: Lessor reserves for itself, its successors and assigns, an easement to build, construct, maintain and operate electric distribution/transmission lines on, over, along and above the Leased Premises, together with the right, privilege and easement to erect, construct, reconstruct, replace, maintain and use towers, poles, wires, crossarms and other appliances and fixtures (excluding substations) for the purpose of transmitting or distributing electric power and for Lessor's

communication purposes, with all other rights in land normally acquired by Lessor in connection therewith. If the construction of electric line shall require relocation of an improvement of the Lessee, Lessor shall bear the cost thereof.

9. Entry by Lessor: Lessor, its agents and representatives, at all reasonable times may enter said property to examine same and any such entry by or on behalf of Lessor shall not be or constitute an eviction, partial eviction or deprivation of any right of Lessee and shall not alter the obligations of the Lessee hereunder or create any right in Lessee adverse to the interest of Lessor. Lessor and Lessee will perform a joint physical inspection of the Leased Premises in April of each year during the term of this Lease.

10. Transfer or Assignment: The Lessee may not transfer or assign this Lease or let or sublet the whole or any part of the Leased Premises to anyone without the prior written consent of the Lessor.

11. Illegal Uses: Lessee will not make or permit to be made any illegal use of the Leased Premises or any use thereof constituting a public nuisance, and shall keep the Leased Premises in a neat and orderly manner and shall comply with all applicable building codes and health regulations and with the rules and regulations of any governmental authority. All water and sanitary sewer facilities shall be designed, installed, constructed, maintained and operated only with the approval of the applicable governmental authority.

12. Continuing Obligation of Compliance with Regulations: Lessee shall be responsible for compliance with any federal, state or local law, ordinance or regulation applicable to the Leased Premises or the activities and uses of Lessee thereof, and pertaining to health, safety, environment (air, water or land), or aesthetics which have been adopted or enacted as of the termination date of this Lease. Upon request by Lessor, Lessee shall re-enter the Leased Premises at any time after the termination or expiration of this Lease and perform such operations necessary for compliance with then applicable law, ordinances or regulations at the termination date. Lessee shall be relieved of any responsibility for compliance under this Article 12 if, during the lease term or after the termination or expiration date of this Lease, Lessor causes noncompliance by changing conditions upon the Leased Premises, including but not limited to land use patterns, or causing or allowing any third party to do so.

13. Maintenance: Lessee is to maintain all buildings and improvements on the site in a sound condition and in neat appearance and pay all costs for said maintenance. In the event Lessee fails to properly maintain all buildings and improvements, then Lessor may, as its only remedy, terminate this Lease and

retake possession of the Leased Premises.

14. Hazardous Materials:

(a) Lessee shall not bring to or handle, store, dispense, transport or locate on or about the Leased Premises any chemical substances, asbestos, oil, gasoline, other petroleum products, formaldehyde, PCB's, or any toxic, carcinogenic, radioactive or hazardous wastes, materials, substances or contaminants (collectively "Hazardous Materials"), without Lessor's prior written consent, which consent shall not be unreasonably withheld.

(b) While handling, transporting or storing any Hazardous Materials on or about the Leased Premises, Lessee shall act in full compliance with all applicable federal, state and local laws, ordinances and regulations.

(c) Lessee shall give Lessor immediate written notice of any problem, spill, discharge or threatened discharge of or relating to Hazardous Materials on or about the Leased Premises, and of any private or governmental investigation relating to Hazardous Materials on or about the Leased Premises. Lessor shall have the right to participate in and approve any environmental assessment or environmental clean-up plan for the Leased Premises. Lessee, its employees, agents and contractors, shall fully cooperate with any and all federal, state and local governmental officials having jurisdiction over the Leased Premises in resolving any environmental problem.

(d) Lessee's failure to comply strictly with the provisions and mandates of this Article 14 shall constitute a breach in this Lease, entitling Lessor to terminate this Lease and to exercise any other rights and remedies available to Lessor hereunder or otherwise.

15. Taxes and Assessments: Lessee shall be responsible for all ad valorem property taxes (real or personal) or payments in lieu thereof as may be due during the lease term on the Leased Premises, any buildings or improvements thereon and for personal property of Lessee.

16. Insurance by Lessee: Lessee agrees that, at its own cost and expense, it shall obtain and maintain in force during the term of this Lease, providing satisfactory evidence thereof to Lessor, one or more policies of general public liability insurance from the State Insurance Reserve Fund or, where applicable and authorized, from a reputable insurance company authorized to do business in South Carolina, providing coverage for any and all risks of liability associated with Lessee's occupancy and use of the Leased Premises and the activities authorized hereunder, to the full extent and limit of Lessee's liability, as now or hereinafter

provided for by law. Additionally, it is agreed by and between the parties hereto that Lessor is and shall be considered to be a "volunteer" within the meaning of Sections 8-25-10, et seq., Code of Laws of South Carolina (1976) by reason of its provision of the lands and improvements which constitute the Leased Premises, without any financial gain, to Lessee herein, an agency of the State of South Carolina, and that is the intent of the parties that Lessor thereby enjoy the protection of the sovereign immunity of this State to the same extent as employees hereof as provided for in Section 8-25-40. Accordingly, Lessee agrees to obtain in writing from the State's Insurance Reserve Fund a certification of Lessor's status as a "volunteer" herein and an agreement that such Fund will, throughout the lease term, adjust, appear and defend, and provide insurance coverage in favor of Lessor, to the same extent and manner as is provided to employees of the State, for and against claims, demands, actions and causes of action for personal injury, death or property damage caused by, arising from or relating to the Leased Premises and the parties' activities thereon.

17. Surrender of Lease: The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may at the option of Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

18. Event of Default:

(a) The following events ("Events of Default") shall be deemed to be events of default by Lessee under this Lease:

(i) If Lessee shall fail to pay any sum of money payable hereunder on the date the same is due and such failure shall continue for a period of forty-five (45) days after due written notice thereof to Lessor; or

(ii) If Lessee fails to comply with any term, provision or covenant of this Lease other than the payment of any sum of money, and shall not cure such failure within forty-five (45) days after due written notice thereof to Lessee; provided, however, if Lessor, in its sole discretion, determines that such failure cannot be cured within forty-five (45) days, Lessee shall be in default under the Lease if Lessee fails to commence to cure such failure within the same forty-five (45) day period or thereafter fails to act to diligently and promptly cure such failure; or

(iii) If Lessee voluntarily discontinues or voluntarily ceases to use the Premises and the Improvements for the Permitted Use or closes its operations on the Premises for any period greater than ninety (90) days.

(b) Upon the occurrence of an Event of Default hereunder, Lessor shall be entitled to pursue any one or more of the following remedies without notice or demand.

(i) Terminate this Lease and Lessee's right of possession of the Premises in which event Lessee shall immediately surrender the Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to or any other remedy which it may have for such Event of Default, enter upon and take possession of the Premises in a manner as provided by laws.

(ii) Bring suit for the collection of any amounts for which Lessee is then in default, or for the performance of any other covenant or agreement by which Lessee is bound, with or without entering into possession or terminating this Lease.

(c) In the event Lessor elects to terminate this Lease by reason of the occurrence of an Event of Default, this Lease shall terminate and come to an end as if that were the date originally fixed herein for the expiration of the term hereof. Notwithstanding such termination, Lessee shall be liable for and shall pay to Lessor all indebtedness accrued hereunder to the date of such termination.

(d) In case of any Event of Default or breach by Lessee, Lessee shall also be liable for (i) the costs of removing and storing Lessee's or any other occupant's personal property; and (ii) all expenses incurred by Lessor in enforcing or defending Lessor's rights and/or remedies, including reasonable attorney's fees.

19. Condemnation: If the whole or any part of the Leased Premises is taken or condemned by any competent authority for any public use or purpose, then this Lease shall automatically terminate as to the portion taken as of the date said title shall be taken. If a portion of the Leased Premises shall be taken so as to render the remainder thereof unusable for the purposes for which the Premises were leased, then this Lease shall terminate as of the date said title shall be taken. In the event that any portion of the Leased Premises shall be taken or this Lease shall be terminated as a result of taking of the whole or a portion of the Leased Premises, Lessee shall have no claim against Lessor for the value of any unexpired portion of the lease term. Lessor shall be entitled to the entire award given, including any special damages, except that, as to any portion of payment received by way of just compensation which is attributable to the value, if any, of any capital improvements, taken or damaged, Lessee shall be entitled to receive a pro-rata share thereof based on the percentage that is funding contribution therein bears to the total capital costs thereof. In the event that either party should disagree with the valuation given within any award to any improvement taken or damaged, or be unable to agree between themselves as to such value,

the parties shall jointly petition the jury, commission or other trier-of-fact, by way of appeal or otherwise, to apportion their award so as to separately set forth the contributing value, if any, of each improvement taken or damaged.

20. Severability: The provisions hereof are independent covenants and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain at Lessor's option in full force and effect.

21. Leased Premises Subject to FERC Oversight: The Leased Premises is designated as public areas under the terms of Lessor's license for the Keowee-Toxaway Hydroelectric Project, Lessee agrees that the following additional terms and conditions shall apply:

(a) Compliance with State, Federal and Local Laws: Lessee agrees that in its use of the Leased Premises as herein provided, Lessee will comply with Order No. 313 of the FERC, all regulations or directives issued by the FERC and all other applicable state, federal and local laws as well as all ordinances, rules, regulations and sanctions of any regulatory body or governmental agency (state, federal or local) having jurisdiction in the premises, and Lessee's use of the aforesaid lands will not endanger health, create a nuisance or otherwise be incompatible with the overall recreational use of the Keowee-Toxaway Development, FERC Project No. 2503.

(b) Approval by FERC: This Lease is subject to the prior written approval of the FERC, provided, however, that if said FERC declines to approve this instrument, then and in that event, it shall become void and of no legal force and effect whatsoever.

(c) Reservation of Use: The right to use the land which is the subject of this Lease for project purposes (not inconsistent with the activities and purposes of this lease) is hereby reserved to the FERC project licensee, its successors and assigns.

(d) Protection of Environment: All necessary precautions shall be taken during construction and subsequent operation and maintenance of the activity to protect and enhance the environmental values of any affected lands and waters of Project No. 2503.

(e) Archaeological Resources: If any archaeological resources are discovered during construction, construction shall be halted and the State Historic Preservation Officer shall be contacted to determine what measures, if any, are needed to protect or salvage the resources.

22. Parties Bound: The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto.

23. Notice: Wherever in this Lease it shall be required or permitted that notice be given by either part to this Lease to the other, such notices must be in writing and must be given personally or forwarded by certified mail addressed as follows:

To Lessor: Duke Power Company  
ATTN:Mgr. Hydro Production & Lake  
Management  
P. O. Box 1006  
Charlotte, NC 28201-1006

To Lessee: Chairman, Oconee County Commission

Such addresses may be changed from time to time by notice given hereunder.

24. Time of the Essence: Time is of the essence of this Lease and all of its provisions.

25. Governing Law: This Agreement shall be governed by the laws of the State of South Carolina.

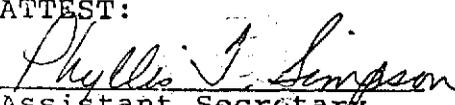
IN WITNESS WHEREOF, the parties hereinabove have executed this Lease on or as of the day and year first above written.

LESSOR:

DUKE POWER COMPANY

By:   
Vice President

ATTEST:

  
Assistant Secretary

LESSEE:

OCONEE COUNTY

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