

**A G E N D A**

**OCONEE COUNTY COUNCIL MEETING**

**TUESDAY, DECEMBER 20, 1994**

**3:00 PM**

1. Call to Order
2. Invocation
3. Approval of Minutes of Regular Meeting Held December 6, 1994
4. Approval of Minutes of Special Meeting Held December 12, 1994
5. Third & Final Reading of Ordinance 94-12, "An Ordinance Authorizing An Amendment to the Indenture of Lease Date 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 Approved 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" as Amended
6. Discussion Regarding Services Offered by the Rosa Clark Clinic - Ms. Sundie Stone
7. Consideration of ATAX Recommendation - Mr. Ernst Hesterberg, Vice Chairman
8. Discussion Regarding County Garbage Collection Day - Mr. Richard Hart
9. Request for Temporary Personnel - Mr. Roger Williams, Assessor
10. Request for Contingency Funds for Temporary Personnel for Employee Out on Sick Leave - Mr. Bob Busch, LEC Director
11. Consideration of Proposed Revision to PRT Fee Schedule - Mr. Alex James, PRT Director
12. Consideration of Request to Dispose of Fifteen (15) Pine Trees at South Cove Park - Mr. Alex James, PRT Director

13. Third & Final Reading of Ordinance 94-2, "An Ordinance Regulating Vehicular Traffic on or Near Coneross Water Shed Dam 1-A Commonly Known as 'Poor Farm Lake'"
14. Third & Final Reading of Ordinance 94-8, "An Ordinance Amending Ordinance 91-6 & 91-7 So as to Amend Section 9(b) Thereof Relating to the Required Office Hours to be Maintained by the Grantee Names in Said Ordinance and Amending Oconee County Ordinance 91-7 so as to Amend Section 9 (b) Thereof Relating to the Required Office Hours to be Maintained by the Grantee Names in Said Ordinance"
15. Third & Final Reading of Ordinance 94-10, "An Ordinance Amending Ordinance 79-19 to Change the Name of the Oconee County City-County Sanitation Commission to the Oconee County Solid Waste Commission"
16. Consideration of Proposed Contract for Purchase of Sludge Drying Machine for the Sewer Commission - Mr. Howard Adams, Chairman, Mr. Lamar Bailes, Finance Director & Mr. Robert Winchester, Director
17. Discussion of Matters Relating to Industrial Recruitment - Mr. Robert Gaillard Planning Commission Director & Mr. Timothy M. Cain, County Attorney
18. Old Business
19. New Business
20. Adjourn

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



is the duly constituted and authorized successor in interest to Oconee Memorial Hospital Association; and" to "WHEREAS, the Lessee designated in said Indenture of Lease as Oconee Memorial Hospital Association, has changed its name to Oconee Memorial Hospital, Inc.; and"

Also on recommendation of Mr. Cain, Mr. Harper made a motion, seconded by Mr. Williams, approved 5 - 0 that the second sentence of paragraph Number 11 of the Amendment to the Indenture of Lease attached as Exhibit "B" which reads "Lessee shall promptly repair and replace any damage to the premises occasioned by the negligence of the Lessor, its employees, agents, users, invitees or customers." be amended to provide as follows: "Lessee shall promptly repair and replace any damage to premises occasioned by the negligence of the Lessee, its employees, agents, users, invitees or customers."

Upon recommendation of Ms. Kathy McKinney, Bond Counsel, Mr. Williams made a motion, seconded by Mrs. Burrell, approved 5 - 0 that following amendments be made to the ordinance:

1. That Section (ii) of the Title which states that the Association of all Rights and Interests of the Association to Oconee Memorial; be deleted from the title of the ordinance.

2. Finding (b) be amended to state: Oconee Memorial Hospital, Inc. as successor to Oconee Memorial Hospital Association (the Hospital") has determined that it is in the best interests of the residents of the County to undertake certain additions and improvements to the hospital facilities more fully described on Exhibit A attached hereto (the "Project").

3. Section 9 of the Amendment to Indenture Lease attached as Exhibit "B" be amended to add the following sentence:

If proceeds of insurance are not used to replace or restore the improvements, such proceeds of insurance shall be used to prepay any outstanding bonds issued to finance such improvements.

4. Section 17 of the Amendment to Indenture of Lease be amended to add the following sentence:

If any condemnation award is not used to restore the facilities or part thereof, bond proceeds shall be applied to prepay any outstanding bonds issued to finance such facility or part thereof.

Prior to the vote on these amendments, upon inquiry by Mr. Cain, Ms. McKinney, Bond Counsel stated that the proposed language to be added to Section 9 and 17 of the Amendment to Indenture of Lease would apply only to the improvements constructed in association with this bond issue. Upon inquiry by Mr. Cain, Mr. James L. Williams, Legal Counsel for Oconee Memorial Hospital, Inc. concurred, on behalf of his client, with this intent and interpretation. Mr. Cain stated that this was his interpretation of the effect of these proposed amendments, but that he wanted to confirm for the record that this was also Bond Counsel's and the Hospital's interpretation and understanding of the intent and effect of these proposed additional sentences.

After further discussion, Mr. Williams made a motion, seconded by Mr. Harper, approved 4 - 1 (Mr. Orr voting against) that Section 18 of the Amendment to Indenture of Lease as attached as Exhibit "B" to the ordinance be amended to include: "and provided Oconee County assumes full liability for the repayment of the bonds approved by County Council in December, 1994.

Prior to the vote on this amendment, upon inquiry by Mr. Cain, Ms. McKinney stated that this amendment, if approved, would be constitutionally and legally permissible.

Mr. Orr made a motion, seconded by Mrs. Burrell that the ordinance be amended that Section 2 of the lease indenture be deleted and replaced with Section 5 of the original lease which reads: "As a further consideration for this Agreement, the Lessee agrees that no change in the By-laws and constitution of the Oconee Memorial Hospital Association shall be made without the written permission of the majority of the Oconee County Legislative Delegation".

Mr. Williams made a motion, seconded by Mr. Strickland, approved 3 - 2 (Mr. Orr & Mrs. Burrell voting against) that the amendment be amended to provide for dual permission of the Oconee County Governing Body and the Oconee County Legislative Delegation.

The amendment as amended was then adopted 4 - 1 (Mr. Orr voting against).

In addition to Ms. McKinney, Bond Counsel for the project, also present was Mr. John R. Franklin of Wheat First Butcher Singer, the underwriter of the project.

During the discussion concerning this project, and upon inquiry by several Council Members, Council was advised by the Underwriter and Bond Counsel, that under the terms of the Loan Agreements in the event that the Hospital defaults on the payment of the Bonds, the Bond Trustee will have

the right to take over the management and operation of the hospital facility. Further, that under the terms of the lease agreement, if the facility ever fails to be operated or used as a hospital facility, the property and improvements would revert to the County because there will be no mortgage of the property given in consideration with the bond issue as only the revenues from the operation of the facility are being pledged.

Ordinance 94-12 as amended on first reading and second reading and as further amended on third reading as delineated above was then adopted 4 - 1 (Mr. Strickland voting against).

Mr. Williams made a motion, seconded by Mr. Harper, approved 4 - 1 (Mr. Strickland voting against) that Resolution 94-13, "A Resolution of the Issuance by the South Carolina Jobs-Economic Development Authority of its Hospital Revenue Bonds (Oconee Memorial Hospital, Inc.) Series 1995, Pursuant to the Provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina, 1976, as Amended, in the Aggregate Principal Amount of Not Exceeding \$17,500,000" be adopted on first and final reading.

Dr. Julius R. Earle and Ms. Sundie Stone of the Rosa Clark Clinic, addressed Council informing them of the services offered by the clinic. Dr. Earle informed Council that the clinic hoped to sustain itself within a couple of years. He further informed Council the clinic does presently take medicare and eligible medicaid patients but receive no reimbursements.

Rosa Clark

Ms. Stone informed Council that 1,532 patients had been seen at the clinic since they moved into their new building in August, 1994, they have twenty (20) doctors who volunteer their time at the clinic. (See attached listing of services offered at the clinic.

Upon recommendation of Mr. Ernst Hesterberg, Vice Chairman, ATAX Committee, Mr. Strickland made a motion, seconded by Mr. Orr, approved 5 - 0 that the Oconee County State Park be given an ATAX Grant in the amount of \$6,543.46. (See attachment)

ATAX Grant

Mr. Richard Hart addressed Council requesting the County have a Voluntary Trash Program on a semi-annual basis where the County trucks and personnel would be made available to collect discarded items from the sides of the roadway. Council accepted this request as information.

Request for  
Trash  
Collection

Upon request of Mr. Roger Williams, Assessor, Assessor  
Mr. Strickland made a motion, seconded by Mr. Harper, approved (Cont'cy)  
4 - 1 (Mrs. Burrell voting against) that \$36,281 be taken from  
contingency to hire four (4) property listers on a temporary  
basis to check and measure building permits for the 1994 tax  
year.

Upon request of Mr. Bob Busch, LEC Director, LEC  
Mr. Williams made a motion, seconded by Mr. Strickland, approved (Cont'cy)  
4 - 1 (Mrs. Burrell voting against) that \$5,237 be taken from  
contingency to hire a Correctional Officer I for a twelve (12)  
week period.

Upon request of Mr. Alex James, PRT Director, PRT  
Mr. Harper made a motion, seconded by Mr. Strickland, approved  
5 - 0 that the following fee schedule be adopted for the parks:

	From:	To:	
Rec. Bldg.			
101 - 150 people	\$100.00	\$105.00	\$50.00 Deposit
151 - 500 people	\$150.00	\$150.00	\$50.00 Deposit
500 - 1000 people	\$200.00	\$150.00	\$100.00 Deposit
1000+ people	\$250.00	\$150.00	\$100.00 Deposit
201 - 300 people		\$250.00	All Day with \$100.00 Deposit
300+ people		\$400.00	All Day with \$100.00 Deposit
Putt-Putt	Remain the same		
Volleyball	\$1.00 per hour to reserve		\$2.00 per hour to reserve
Horseshoes	Remain free		
Softball	\$1.00 per hour to reserve		\$2.00 per hour to reserve
Tennis	\$1.00 per hour to reserve		\$2.00 per hour to reserve

(See attachment, other fees remain the same)

Before the vote was taken, Supervisor-  
Chairman Crain went on record as opposing the increase in the  
rates.

Also, upon request of Mr. James, Mr. Williams made a motion, seconded by Mr. Strickland, approved 5 - 0 that the bid to dispose of trees at the parks be revised and re-bid to include the fifteen (15) trees that have already been cut and if there is no response to the bid, dispose of the trees that are causing the problems at the park.

Mr. Williams made a motion, seconded by Mr. Strickland, approved 5 - 0 that Ordinance 94-2, "An Ordinance Regulating Vehicular Traffic on or Near Coneross Water Shed Dam 1-A Commonly Known as 'Poor Farm Lake'" be adopted on third and final reading.

Ord.94-2

Mr. Orr made a motion, seconded by Mr. Strickland, approved 5 - 0 that Ordinance 94-8, "An Ordinance Amending Ordinance 91-6 & 91-7 so as to Amend Section 9 (b) Thereof Relating to the Required Office Hours to be Maintained by the Grantee Named in Said Ordinance and Amending Oconee County Ordinance 91-7 so as to Amend Section 9 (b) Thereof Relating to the Required Office Hours to be Maintained by the Grantee Named in Said Ordinance" be adopted on third and final reading.

Ord.94-8

Mr. Williams made a motion, seconded by Mr. Harper, approved 5 - 0 that Ordinance 94-10, "An Ordinance Amending Oconee County Ordinance 79-19 So As to Change the Name of the Oconee County City-County Sanitation Commission to the Oconee County Solid Waste Commission" be adopted on third and final reading.

Ord.94-10

The proposed contract to the purchase of a sludge drying machine for the Sewer Commission was not complete, therefore Council scheduled a special meeting Thursday, December 29, 1994 at 8:30 am in Council Chambers to discuss this proposed contract.

Sewer  
Commission

Mr. Cain, County Attorney, informed Council that SC DHEC had reviewed the proposed consent order by and between Oconee County and Beacon Mfg. Co. and has requested some changes be made in this consent order.

Beacon  
Mfg. Co.

Upon request of Mr. Robert Winchester, Sewer Commission Director & Mr. Howard Adams, Chairman, Mr. Harper made a motion, seconded by Mrs. Burrell, approved 4 - 0 (Mr. Strickland out of room) that Mr. Mark Harber of JJ&G be approved to sign draw down requests on the State Revolving Loan Fund and Mr. Tommy Grant be designated as backup signature for Mr. Adams. (See attached request)

Sewer  
Commission

In answer to Mr. Strickland's inquiry as to why the County had to have a contract for the life insurance to be offered to the County employees, Mr. Cain stated he was not trying to hide anything from the Council Members but took the contract sent by Cincinnati Life and changed it to better protect the County. Mr. Cain further informed Council that the State Insolvency Fund would not prevent an employee from bringing action against the County if they employee could show the County was acting in some fiduciary capacity other than being a conduit for the payment of premiums.

Insurance

Mr. Harper made a motion, seconded by Mr. Orr, approved 4 - 0 (Mr. Williams out of room) that Mr. David Land's resignation from the PRT Commission be accepted and he be sent a letter of appreciation.

PRT

Mr. Cain, County Attorney, informed Council that one of the attorneys for Eagle Ridge wrote a letter to the Chief Administrative Judge requesting a meeting be scheduled to advise him regarding the documents on Eagle Ridge, the Judge was out of town and Mr. Cain will let Council know when the meeting is to be held.

Eagle  
Ridge

Secondly Mr. Cain asked if any action had been taken regarding his recommendation that the insurance for the airport be reviewed. This was referred to the Personnel & Intergovernmental Committee September 21, 1994.

Airport

To Mr. Strickland's inquiry if Council would meet with the Chief Administrative Judge regarding Eagle Ridge, (formerly known as Hidden Glen) and whether Mr. Saleeby would be attending the meeting, Mr. Cain replied that he anticipated the Judge meeting with the Attorneys initially. He also stated he did not know if Mr. Saleeby would be at the meeting, he further stated if Council would like to be present, he would make that request. He anticipated the Attorneys would meet with the Judge and find out how he wanted to proceed, whether the Judge wanted to have an on the record hearing. He also stated he felt it would be appropriate to let everyone state their position regarding Eagle Ridge.

Eagle  
Ridge

Mr. Cain also assured Council he would keep them advised of any scheduled meetings and anyone would be welcome to ride with him.

Mr. Strickland referred to an article in the newspaper which stated that Oconee County had lost a grant for the airport due to the closure of Eagle Ridge and it is the SC Aeronautics Commission who closed Eagle Ridge.

Mr. Cain stated that Mr. Saleeby had previously indicated to him that he (Mr. Saleeby) was concerned that his agency would be sued because his agency was the agency that closed Eagle Ridge. No one from the County was ever advised that any funding for the County was in jeopardy to his knowledge.

Mr. Cain further stated he did not know the funding for Oconee County and the closing of Eagle Ridge were in any way related.

Mr. Strickland made a motion, seconded by Mrs. Burrell, approved 5 - 0 that Council go into executive session to discuss matters relating to industrial recruitment, legal and personnel matters.

Executive  
Session

When open session resumed, Mr. Crain informed those present that Mr. Robert Gaillard, Planning Director had briefed Council regarding an industry who had made inquiry regarding Oconee County, however, it was determined that the County did not have the legal or fiscal authority to meet the incentives requested so the company, whose name shall be kept in confidence at their request, would not be pursued further.

Open  
Session

Mr. Crain recommended that the option on the three hundred, twelve (312) acres of land for a possible land-fill site be renewed for a six (6) month period with the option payment going toward the purchase price.

Option on  
Land

Mr. Harper made a motion, seconded by Mr. Strickland, defeated 3- 2 (Mr. Harper & Mr. Strickland voting for, Mr. Orr, Mr. Williams & Mrs. Burrell voting against) to renew the option.

Adjourn: 8:15 pm

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

OCONEE COUNTY COUNCIL

RESOLUTION 94-12

WHEREAS, THE HONORABLE MICHAEL E. HARPER was elected by the voters of District Three of Oconee County to serve commencing on the twenty-sixth day of May, 1981; and

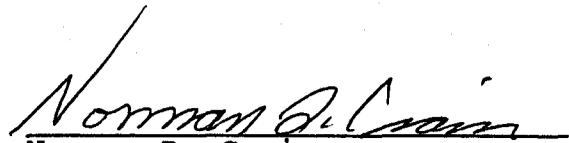
WHEREAS, Mr. Harper chose not to seek re-election; and his term expires January 1, 1995; and

WHEREAS, the present members of the Oconee County Council, for themselves and the citizens of Oconee County, desire to express to Mr. Harper their heartfelt thanks and appreciation for the many hours of service and effort he gave the county and the citizens thereof;

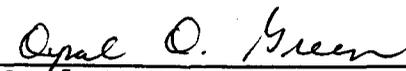
NOW THEREFORE, BE IT RESOLVED, in Council duly assembled this date that the official Records and Minutes of the Oconee County Council contain the following:

"OCONEE COUNTY RECOGNIZES THE MANY HOURS OF SERVICE AND SACRIFICE MADE BY THE HONORABLE MICHAEL E. HARPER AS A MEMBER OF THE OCONEE COUNTY COUNCIL ON BEHALF OF THE COUNTY AND ITS CITIZENS: THAT OCONEE COUNTY WILL, FOR MANY YEARS, BE A BETTER PLACE IN WHICH TO LIVE AND WORK, AND THE CITIZENS OF THE COUNTY HAVE AND WILL IN THE FUTURE RECEIVE UNTOLD BENEFITS AS A RESULT AND BY REASON OF HIS ALTRUISTIC SERVICE"

AND IT IS SO RESOLVED AND ADOPTED, on first and final reading in Council duly assembled this twentieth day of December, 1994.

  
Norman D. Crain  
Supervisor-Chairman  
Oconee County Council

Attest:

  
\_\_\_\_\_  
Opal O. Green  
Council Clerk

ORDINANCE NO. 94-12

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; (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.

THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, makes the following findings and determinations:

(a) Oconee County entered into an Indenture of Lease dated June 29, 1959, between Oconee County, South Carolina (the "County"), and Oconee Memorial Hospital Association (the "Association"), whereby the County leased to the Association certain real property on which was constructed certain hospital facilities.

(b) Oconee Memorial Hospital (the "Hospital") has determined that it is in the best interests of the residents of the County to undertake certain additions and improvements to the hospital facilities more fully described on *Exhibit A* attached hereto (the "Project").

(c) The Hospital has further determined that the most economical means of financing the Project is through the issuance of tax-exempt revenue bonds (the "Bonds") in the principal amount of not exceeding \$17,500,000.

(d) The South Carolina Jobs-Economic Development Authority (the "Authority") is authorized to issue revenue bonds to defray the cost of medical facilities where such assistance will help relieve a shortage of doctors, specialists or medical services in the area in which a project is to be located.

(e) The Authority has determined that the issuance of the Bonds is permitted under its Act.

(f) Wheat First, Butcher Singer has informed the Hospital that the term of the Lease must be extended until June 1, 2025, in order to underwrite the Bonds and obtain a rating on the Bonds.

(g) The Internal Revenue Code of 1986 provides that the owner, operator and manager of a facility must be a governmental entity or a 501(c)(3) organization.

(h) The Internal Revenue Service has issued its confirmation letter that the Hospital is a 501(c)(3) organization.

(i) Before second reading of the ordinance Council shall be supplied a copy of the current bylaws and proposed amendments.

(j) Before second reading of the ordinance Council shall have a copy of the Hospital's financial statement and debt capacity statement.

(k) Before second reading of the ordinance Council shall have preliminary construction estimates and supporting documents.

(l) Before second reading of the ordinance future plans for Lila Doyle shall be addressed in writing.

(m) Before second reading of the ordinance Council shall have a copy of the Certificate of Need for Lila Doyle.

(n) Before second reading the wording in Section 5 of the lease be changed from "Delegation" to "Governing Body of Oconee County".

(o) Item (m) above is amended to read:  
Before second reading of the ordinance Council shall have the Certificate of Need for the Hospital.

(p) Before second reading of the ordinance Council should have a certificate of need from Lila Doyle.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, AS FOLLOWS:

Section 1. The County Council approves the execution of an Amendment to Indenture of Lease whereby the term of the Lease is extended to June 1, 2025.

Section 2. The Amendment to Indenture of Lease shall be in substantially the form attached hereto as *Exhibit B* with such changes, insertions and omissions as may be approved by the Supervisor/Chairman, upon advice of counsel, the execution being conclusive evidence of such approval; and the Clerk of the County Council is hereby authorized and directed to affix the corporate seal of the County to the Amendment to Indenture of Lease and to attest the same.

Section 3. Item (p) of the findings and determinations above is deleted.

Section 4. The Indenture of Lease shall include the following:

"Notwithstanding any of the above provisions, the County reserves the right to terminate this Indenture of Lease when it deems that such action is in the best interest of the citizens of Oconee County. Such termination shall become effective only after a one year notice.

Section 5. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 6. This Ordinance shall become effective and be in full force immediately.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Supervisor/Chairman

ATTEST:

\_\_\_\_\_  
Clerk to County Council

Dated: December \_\_\_\_, 1994

**THE PROJECT**

The Project consists of (i) an approximately 75,000 square foot new facility attached to the existing hospital which will house the Hospital's Laboratory, Radiology, Emergency, Labor and Delivery, Ambulatory Surgery and General Surgery departments, and (ii) renovation of approximately 4,000 square feet of the existing hospital building.

[Form of Amendment to Indenture of Lease]

EXHIBIT "B"

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
AMENDMENT TO INDENTURE OF LEASE

This Amendment to Indenture of Lease is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, by and between the COUNTY OF OCONEE, SOUTH CAROLINA (hereinafter referred to as "Lessor") and OCONEE MEMORIAL HOSPITAL, INC. (hereinafter referred to as "Lessee").

WHEREAS, by that Indenture of Lease, dated June 29, 1959, a copy of which is attached hereto and identified as "Exhibit 1" and incorporated herein by this reference, Lessor did demise and lease unto the Oconee Memorial Hospital Association, those certain premises described more particularly therein located near the Town of Seneca, Oconee County, South Carolina, for an initial full term of fifteen (15) years; and

WHEREAS, said Lease was extended for two (2) additional terms of fifteen (15) years each pursuant to the provisions thereof; and

WHEREAS, Oconee Memorial Hospital, Inc. is the duly constituted and authorized successor in interest to Oconee Memorial Hospital Association; and

WHEREAS, the term of said Lease will expire on or before the

29th day of June, 2004; and

**WHEREAS**, the parties desire to amend the Indenture of Lease as provided herein;

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual and reciprocal covenants and agreements set forth herein, the adequacy and sufficiency of which are hereby accepted and acknowledged, the parties agree mutually and collectively to the following terms, covenants, agreements and amendments:

1. That the term of the Lease shall be and hereby is extended until June 1, 2025, and shall expire on said date, if not terminated sooner as provided herein.

2. Item 5 of the original Indenture of Lease is hereby amended to provide that no change in the ByLaws or Constitution of Oconee Memorial Hospital, Inc. shall be made without the prior written permission and approval of the majority of the Oconee County Council given in session, duly assembled, or any successor body politic to the Oconee County Council which shall operate as the governing body of Oconee County, South Carolina.

3. Lessee shall at all times during the term of this Lease use the premises in a careful and prudent manner and in compliance with all laws, ordinances and regulations relating to the use, possession or maintenance of the subject property.

4. The subject property is and shall at all times remain the property of the Lessor and the Lessee shall have no right, title or interest therein except as expressly set forth in the Lease and this Amendment thereto.

5. The Lessee shall not sub-let the premises nor assign or

pledge or encumber this Lease or any interest therein to any other person, firm or corporation without the prior written consent of the Lessor.

6. Lessee shall, during the term of this Agreement, keep and maintain on the leased premises public liability insurance which names the Lessor as an additional insured, in such amounts as shall be required by the Lessor, and in such form as to protect the Lessor and the leased premises from any type of claim for injury to person or property upon the premises or arising out of any activity conducted on the premises or in connection with the Lessee's operation of the Hospital or its facilities, and shall furnish to the Lessor a copy of the policy or policies providing such coverages, together with evidence of prompt payment of all premiums due thereon. Lessee further agrees to indemnify, hold harmless and defend the Lessor, its agents, servants, employees, representatives, successors and assigns, from any and all claims, demands, actions, or causes of action of any type or nature arising out of the use or occupancy of the subject premises or the operation of the Lessee's business or facilities thereon.

7. Lessee shall be responsible for any alterations or improvements made on the premises, and shall cause to be paid all costs and expenses in connection therewith in a prompt and businesslike manner so as to protect and save harmless the Lessor and the leased premises from any claims of materialmen or mechanics. Lessee shall have no authority, expressed or implied, to create any lien, charge or encumbrance upon the demised premises or improvements thereon or upon the estate or interest of the

Lessor in the same without the prior written consent of the Lessor, and Lessor hereby gives notice that Lessor shall not be responsible for any labor or materials furnished for the erection, alteration or repair of any building, structure or improvement on the premises. The erection, construction, installation or making of any improvements shall be accomplished in a workmanlike manner and in compliance with all applicable federal, state and local laws and regulations. All additions, changes and improvements located on the demised premises shall remain thereon and shall not be removed therefrom, and at the expiration or termination of this Lease, and such improvements shall be the property of Lessor.

8. Item 4 of the original Indenture of Lease is amended to provide that the Lessee will keep and maintain fire and hazard insurance on the premises throughout the term hereof and any extensions, which names the Lessor as an additional insured, in an amount representing the full and insurable value of the premises and any improvements, and will provide to the Lessor proof evidencing such coverages, together with evidence of prompt payment of all premiums due thereon.

Lessee covenants and agrees to keep the premises and improvements thereon in a good state of repair and to operate therein and thereon a capable and efficient hospital facility or like institution for the preservation of the public health and in order to provide hospital and clientele services to the general public and in all other respects to carry out and perform the object for which the hospital was incorporated.

9. If or in the event the buildings and improvements now

existing or hereafter constructed on the leased premises be destroyed by fire or other unavoidable casualty, the Lessee agrees that the improvements shall be restored at the expense of the Lessee to their original condition or in better condition, free of debris, that the proceeds received from the casualty insurance required to be maintained by the Lessee shall be irrevocably dedicated and applied to this purpose.

10. That as an additional consideration for this Lease and Amendment, the Lessee shall timely pay any taxes or assessments which may become due and owing on the premises.

11. Lessee shall, at the expiration of this Lease or any extension thereof, return the leased premises to the Lessor in as good condition as when received, excepting only reasonable wear and tear occasioned by everyday use and occupancy. Lessee shall promptly repair and replace any damage to the premises occasioned by the negligence of the Lessor, its employees, agents, users, invitees or customers. All maintenance upon the premises and improvements shall be the sole responsibility of the Lessee.

12. Lessor agrees to allow Lessee quiet and peaceful possession of the leased premises so long as the same not be inconsistent with the terms hereof.

13. Lessor agrees to allow Lessee to remove any professional equipment and trade fixtures of Lessee from the premises upon expiration or termination of this Lease, provided that any damage to the premises occasioned by such removal shall be repaired and replaced by Lessee within thirty (30) days of such removal.

14. (A) Lessee represents and warrants that Lessee has not,

and to the best of Lessee's knowledge, no other party has, disposed of hazardous materials on, under, or about the premises in such a manner as would give rise to a liability which would have a material adverse effect on Lessee, and that to the best of the Lessee's knowledge, to the extent that hazardous materials were generated on, stored on, or transported from the premises, such activities were done in such a manner as would not give rise to any liability for failure to comply with any applicable federal, state and local laws, ordinances and regulations which would have a material adverse effect on the Lessee. For purposes hereof, "hazardous materials" shall be defined as and include "hazardous substances" or "toxic substances" under the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, or the Hazardous Materials Transportation Act, as amended, and those substances defined as "hazardous wastes" in any state or local laws, rules or regulations applicable to the Lessee.

(B) The Lessee covenants that with regard to the premises, it will comply with or contest in good faith all statutes and governmental regulations, specifically including, without limitation, all federal, state and local environmental laws, rules and regulations, the noncompliance of which would have a material adverse affect on the financial conditions of the Lessee.

(C) The Lessee covenants and agrees that with regard to the premises, it will conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to cleanup and remove all hazardous materials on, from, or affecting the premises in accordance with all applicable

federal, state, and local laws, regulations, rules and policies, to the satisfaction of the Lessor and in accordance with the orders and directives of all federal, state, and local governmental authorities, and defend, indemnify, and hold harmless the Lessor, its employees, agents, officers and representatives from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limit, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses) of whatever kind or nature known or unknown, contingent or otherwise, arising out of or in any way related to the presence, disposal, release, or threatened release of any hazardous materials which are on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise, and any personal injury (including, but not limited to, wrongful death) or property damage, real or personal, arising out of or related to such hazardous materials as well as any lawsuit brought or threatened, settlement reached, or government order relating to such hazardous materials and/or any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the Lessor, which are based upon or in any way related to such hazardous materials.

15. Should the Lessee fail or refuse to faithfully keep or perform any of the terms or conditions of this Agreement, the Lessor shall have the right, at its option, to terminate this Lease on sixty (60) days notice, and/or to seek all remedies available at law or in equity, to include, but not limited to, the remedy of

specific performance. Lessor shall provide Lessee sixty (60) days written notice of any default or breach by Lessee of the terms hereof as well as a right to cure such default or breach within sixty (60) days of the date such notice is given. The following shall, at the option of the Lessor, constitute events of default by the Lessee:

(A) Non-performance by Lessee of any of the terms or conditions of this Lease;

(B) An affirmative act of insolvency by the Lessee, including, but not limited to, the filing of any petition for bankruptcy, reorganization, assignment for the benefit of creditors, or any other action for relief of or relating to debtors;

(C) The filing of any involuntary petition under the bankruptcy statutes of the United States or of the State in which Lessee has a principal place of business or doing business;

(D) The attachment of Lessee's property by levy, seizure, assignment, claim and delivery, replevin or for sale by any creditor of the Lessee or governmental agency; and

(E) Loss of Lessee's license to or Certificate of Need for operation of a hospital facility as contemplated by this Agreement.

16. Waiver by any party hereto of any breach of any term, covenant or condition contained herein shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

17. This Lease Agreement shall terminate in the event of a condemnation of the premises or a substantial portion thereof by an

authorized governmental agency which prevents the use of the premises or facilities as a hospital or like medical care facility. In the event a taking of a portion of the premises which does not prevent the use of the premises or facilities as a hospital or like medical care facility, this Lease shall terminate as to the part taken and shall continue as to the remainder of the premises for the balance of the term or until terminated hereunder. Lessor shall be entitled to any consequential damages as a result of any eminent domain proceedings.

18. Notwithstanding any of the above provisions, the Lessor reserves the right to terminate this Lease when it deems that such action is in the best interest of the citizens of Oconee County. Such termination shall become effective only after a one year notice.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

20. Each of the parties acknowledge receipt of one (1) copy of this Agreement duly executed, which shall constitute an original.

21. This Agreement shall be binding upon the parties hereto, their respective successors and/or assigns.

22. By the execution hereof, each party acknowledges that it has the lawful authority to enter into this Agreement and to bind itself and its successors and assigns.

23. If any provision hereof is for any reason held invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining provisions.

24. All remaining terms and provisions of the Indenture of Lease contained in "Exhibit 1" hereto not inconsistent with the terms of this Amendment and Agreement are hereby ratified and shall remain in force and effect.

IN WITNESS WHEREOF, the COUNTY OF OCONEE, SOUTH CAROLINA and OCONEE MEMORIAL HOSPITAL, INC. have hereunto set their Hands and affixed their Seals the day and date first above written.

Signed, Sealed and Delivered  
in the Presence of:

**OCONEE COUNTY**

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

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

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

Address: 208 Booker Drive  
Walhalla, SC 29691

**OCONEE MEMORIAL HOSPITAL, INC.**

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

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

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

Address: Post Office Box 878  
Seneca, SC 29679

\_\_\_\_\_  
\_\_\_\_\_  
(As to Oconee County)

\_\_\_\_\_  
\_\_\_\_\_  
(As to Oconee Memorial  
Hospital, Inc.)

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF OCONEE)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named OCONEE COUNTY, by its Duly Authorized Officer, sign the within Deed, and the said Oconee County, by said Officer, seal said Deed, and, as its act and deed, deliver the same for the uses and purposes therein mentioned, and (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this \_\_\_\_\_ )  
day of \_\_\_\_\_, 19\_\_\_\_.)

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
Notary Public for South Carolina)

My Commission Expires:\_\_\_\_\_

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF OCONEE)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named OCONEE MEMORIAL HOSPITAL, INC., by its Duly Authorized Officer, sign the within Deed, and the said Corporation, by said Officer, seal said Deed, and, as its act and deed, deliver the same for the uses and purposes therein mentioned, and (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this \_\_\_\_\_ )  
day of \_\_\_\_\_, 19\_\_\_\_.)

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
Notary Public for South Carolina)

My Commission Expires:\_\_\_\_\_

179  
 STATE OF SOUTH CAROLINA )  
 COUNTY OF OCONEE )

## AGREEMENT

This Indenture of Lease made and entered into this 29th day of June, 1959, between the County of Oconee, South Carolina, hereinafter called Lessor, and Oconee Memorial Hospital Association, an eleemosynary corporation under the laws of the State of South Carolina, hereinafter called the Lessee,

## WITNESSETH:

(1) That the Lessor does hereby demise and lease to the Lessee for a full term of fifteen (15) years, beginning the 29th day of June, 1959, all of the real estate with the buildings and improvements, fixtures and equipment now situate thereon and those to be hereafter added and affixed thereto by the Lessor under its authority and direction, situate in Oconee County, South Carolina, and lying between the intersection of State Highway No. 28 and U. S. Highway No. 76, about one mile west of the town of Seneca.

(2) Giving and granting unto the Lessee the option of renewal of said lease on the same terms for an additional term of fifteen (15) years upon the Lessee giving notice in writing to the Supervisor of Oconee County on or before January 1, 1973.

(3) In the event the option of renewal of said lease is exercised by the Lessee, the said Lessee shall have the option of renewal of said lease on the same terms for an additional term of fifteen (15) years upon the Lessee giving notice in writing to the Supervisor of Oconee County on or before January 1st, 1988.

(4) As a part of the consideration of this lease, the Lessee agrees to carry comprehensive fire and windstorm insurance on the permanent improvements located on said property, payable to the Lessor, to keep the same in a good state of repairs and to maintain and operate therein and thereon a capable and efficient hospital facilities for the preservation of the public health and in order to provide hospital and clientele services to the

general public and in all other respects to carry out and perform the object for which the hospital was incorporated. Provided, however, that in the event of the loss or destruction of the original hospital facilities located on Tract No 2 as designated on the plat of Julian L. Murph dated June 10, 1959, that the proceeds of insurance shall be used in the restoration of the permanent improvements located thereon or in other facilities herein leased to the Oconee Memorial Hospital Association.

(5) As a further consideration for this Agreement, the Lessee agree that no change in the By-laws and constitution of the Oconee Memorial Hospita Association shall be made without the written permission of the majority of the Oconee County legislative delegation.

(6) Should the Lessee fail or refuse faithfully to keep or perform any of this Agreement herein contained on its part, the Lessor shall have the right at its option to terminate this Lease on sixty (60) days notice, or to invoke the remedy of specific performance.

(7) It is understood and agreed, however, that any and all property purchased by the Lessee with funds donated by the Ford Foundation, or any other funds or charitable corporation or organization shall be and remain the property of the Lessee, and the Lessor shall in no event and under no circumstances acquire any title or interest therein.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in duplicate in their name and behalf by their duly authorized officers as of the day and year first above mentioned.

Signed, Sealed and Delivered  
in the Presence of:

Jewel D. Price

Edward M. Muntz  
As to Lessor

Jewel D. Price

COUNTY OF OCONEE (SEAL)

By J. J. Wiley  
Its County Supervisor  
LESSOR

OCONEE MEMORIAL HOSPITAL  
ASSOCIATION (SEAL)

By [Signature]

STATE OF SOUTH CAROLINA )

COUNTY OF OCONEE )

PERSONALLY appeared before me Jewel D. Price who

on oath says that she saw the within named County of Oconee, by T. J. Shirley, its County Supervisor, Lessor, sign, seal and as the act and deed of said party deliver the within written instrument, and that she with Edward H. Ninestein witnessed the execution thereof.

SWORN to before me this 8th )

day of July, 1959. )

Jewel D. Price

Edward H. Ninestein (SEAL)  
Notary Public for S. C.

STATE OF SOUTH CAROLINA )

COUNTY OF OCONEE )

PERSONALLY appeared before me Jewel D. Price who

on oath says that she saw the within named Oconee Memorial Hospital Association, by W. R. Ballenger, its President, Lessee, sign, seal and as the act and deed of said party deliver the within written instrument, and that she with Edward H. Ninestein witnessed the execution thereof.

SWORN to before me this 9th )

day of July, 1959. )

Jewel D. Price

Edward H. Ninestein (Seal)  
Notary Public of S. C.

1. THAT THE FOURTH PARAGRAPH ON THE FIRST PAGE OF THE AMENDMENT TO INDENTURE OF LEASE ATTACHED AS EXHIBIT "B", WHICH NOW READS AS:

"WHEREAS, Oconee Memorial Hospital, Inc. is the duly constituted and authorized successor in interest to Oconee Memorial Hospital Association; and"

BE AMENDED SO THAT SUCH PARAGRAPH SHALL READ AS FOLLOWS:

"WHEREAS, the Lessee, designated in said Indenture of Lease as Oconee Memorial Hospital Association, has changed its name to Oconee Memorial Hospital, Inc.; and"

2. THAT THE SECOND SENTENCE OF PARAGRAPH NUMBER II OF THE AMENDMENT TO INDENTURE OF LEASE ATTACHED AS EXHIBIT "B", WHICH NOW READS:

"Lessee shall promptly repair and replace any damage to the premises occasioned by the negligence of the Lessor, its employees, agents, users, invitees or customers."

BE AMENDED SO THAT SUCH PARAGRAPH SHALL READ AS FOLLOWS:

"Lessee shall promptly repair and replace any damage to the premises occasioned by the negligence of the Lessee, its employees, agents, users, invitees or customers."

The following amendments are proposed to Ordinance No. 94-12

1. (ii) of the Title of the Ordinance is deleted.
2. Finding (b) is amended to state:

Oconee Memorial Hospital, Inc. as successor to Oconee Memorial Hospital Association (the "Hospital") has determined that it is in the best interests of the residents of the County to undertake certain additions and improvements to the hospital facilities more fully described on Exhibit A attached hereto (the "Project").

3. Section 9 of the Amendment to Indenture of Lease attached as Exhibit B shall be amended to add the following additional sentence:

If proceeds of insurance are not used to replace or restore the improvements, such proceeds of insurance shall be used to prepay any outstanding bonds issued to finance such improvements.

4. Section 17 of the Amendment to Indenture of Lease shall be amended to add the following additional sentence.

If any condemnation award is not used to restore the facilities or part thereof, bond proceeds shall be applied to prepay any outstanding bonds issued to finance such facility or part thereof.

## RESOLUTION

*Purchase thru  
Gail's Office*

**IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS HOSPITAL REVENUE BONDS (OCONEE MEMORIAL HOSPITAL, INC.) SERIES 1995, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$17,500,000.**

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

**WHEREAS**, the Authority is further authorized by Section 41-43-110 of the Act to issue revenue bonds payable by the Authority solely from a revenue producing source and secured by a pledge of said revenues to defray the cost of medical facilities where such assistance will help relieve a shortage of doctors, specialists or medical services in the area where the project is located; and

**WHEREAS**, the Authority and Oconee Memorial Hospital, Inc. (the "Institution"), entered into an Inducement Agreement (the "Inducement Agreement"), pursuant to which and in order to implement the public purposes enumerated in the Act, and in furtherance thereof to comply with the undertakings of the Authority pursuant to the Inducement Agreement, the Authority proposes, subject to such approval of the State Budget and Control Board of South Carolina and Oconee County as may be required by law, to issue not exceeding \$17,500,000 aggregate principal amount of its Hospital Revenue Bonds (Oconee Memorial Hospital, Inc.) Series 1995 (the "Bonds"), under and pursuant to Section 41-43-110 of the Act, the proceeds of which will be used to finance, refinance or reimburse a portion of the costs of certain facilities (the "Hospital Facilities") of the Institution consisting of (i) an approximately 75,000 square foot new facility attached to the existing hospital which will house the Institution's Laboratory, Radiology, Emergency, Labor and Delivery, Ambulatory Surgery and General Surgery departments, and (ii) renovation of approximately 4,000 square feet of the existing hospital building (the "Project"); a portion of the proceeds will be used to reimburse the Institution for certain prior capital expenditures related to the Hospital Facilities and to defray costs of issuance of the Bonds, and a portion of the proceeds of the Bonds will also be used to refinance a Note outstanding in the principal amount of approximately \$573,333, dated September 7, 1993, which was used to finance the construction of additions to and renovations to the existing facilities of the Institution; and

**WHEREAS**, the Institution is projecting that the assistance of the Authority by the issuance of the Bonds will result in the creation or maintenance of employment of those engaged in the construction of the Project, and by maintaining employment for the equivalent of up to 631 people and providing additional employment for approximately 14 people from Oconee County and surrounding areas when the Project is placed in full operation and will stimulate the economy of Oconee County and surrounding areas by increased payrolls, capital investment and tax revenues; and

**WHEREAS**, the County Council of Oconee County and the Authority have on <sup>Dec 19</sup> ~~this date~~ jointly held a public hearing, duly noticed by publication in newspapers having general circulation in Oconee County, not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views;

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

**SECTION 1.** It is hereby found, determined and declared that the Project is anticipated to benefit the general public welfare of Oconee County by providing services, employment, or other public benefits not otherwise provided locally.

**SECTION 2.** The County Council of Oconee County supports the Authority in its determination to issue the Bonds to defray the costs related to the Project.

**SECTION 3.** All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its adoption.

Adopted this <sup>20</sup>~~19~~th day of December, 1994.

**OCONEE COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
Chairman, County Council

ATTEST:

\_\_\_\_\_  
Clerk to County Council

# Oconee State Park

624 State Park Rd. • Mountain Rest, SC 29664 • 803/638-5353

TO: Members  
Oconee County ATAX Committee

FROM: Andy Davis  
Oconee State Park

DATE: 15 September 1994

I would like to apply for funding to install an archery range and the purchase of (39) thirty-nine 3D targets for archery tournaments for the park. The dollars shown are materials only, with labor being done mostly by volunteers coordinated by park staff. Having shot tournaments for the past five years, I believe this would add to the overall experience at Oconee State Park, as well as entice new visitors.

Oconee State Park had total revenues of \$432,081.06 for fiscal year '94, with ATAX contributions of approximately \$6,500.00. Two tournaments per year in off season should increase our overnight usage and create additional revenues of \$2,000.00-\$4,000.00 per tournament.

Your consideration is greatly appreciated.



AD/rjs

16. How will these funds be used? Construct 20 permanent targets in a natural setting. Approximately one mile of trail the archers can safely use. Purchase of 39 3D targets for tournaments.
17. Is this a matching grant? no 18. Source: \_\_\_\_\_
19. Funds furnished by your group: Labor and roofing material.
20. Description of project: Erect 20 targets made of three excelsior bales for arrow stops with plywood covers over each. This will allow for daily use with paper targets. Purchase of 39 3D targets that will be used for tournaments twice a year.
- (You may provide additional material, etc. on a separate sheet if necessary.)
21. Provide appropriate demographic data: Estimated usage to be 1,000 to 2,000 people per year. Each tournament should have 100 to 300 participants and their families. 75% staying overnight.
- (Please provide estimates or actual attendance figures showing % of local, out of state, and over night guests will be attending the event.)
22. Who will benefit from this project? The park and local and out of county archery enthusiasts.
23. How will this project influence tourism in Oconee County? Oconee State Park attracts 125,000 visitors per year with 53% of these staying overnight, either in the cabins or the campground. This would attract a different clientele as well as provide an interesting event for non-archers.
24. If possible, please provide material from a previous function. Balance sheets, flyers, promotional material would be appreciated.

I have read the attached guidelines for the Oconee County Accommodations Tax Fund, and do hereby agree to comply with all rules and regulations. I understand failure to comply may result in loss of funds for the project(s).

Signature: Allen A. Davis Date: 9/15/94  
 (Project Director)

Signature: Clark W. Harris Date: 11/19/94  
 (Administrative Official)

-----  
 (FOR OFFICE USE ONLY)

application received by: \_\_\_\_\_ date: \_\_\_\_\_  
 review by ATAXIA Committee: date: \_\_\_\_\_ approved for  
 submission to County Council: \_\_\_\_\_ date: \_\_\_\_\_ approved by  
 County Council: \_\_\_\_\_ date: \_\_\_\_\_ funds forwarded: \_\_\_\_\_

39-3D TARGETS.....	\$3,518.90
TARGET COVER.....	\$ 694.43
BANDING MACHINE.....	\$ 375.00
EXCELSIOR BALES.....	<u>\$1,077.00</u>
	\$5,665.33
SALES TAX	<u>\$ 283.27</u>
	\$5,948.60
10% CONTINGENCY	<u>\$ 594.86</u>
TOTAL	\$6,543.46

AWARD SHEET # \_\_\_\_\_

BID SHEET

DATE 9/15/94  
 PURCHASE ORDER # \_\_\_\_\_  
 PARK Ocala

FIRM NAME Jai County Jones Builders  
 PERSON QUOTING Albie Regs Truma

Commodity Code	Quantity	Item			
	40	4X4X10' treated	8.92	8.90	10.45
	20	5/8 CDX plywood	15.50	12.35	15.90
	60	2X4X8' treated	2.76	2.45	3.40
			832.40	694.43	901.60

\* Comments:

SIGNATURE Andy Davis



AWARD SHEET # \_\_\_\_\_

BID SHEET

DATE 9/15/94

PURCHASE ORDER # \_\_\_\_\_

PARK O'Connell

FIRM NAME Leaves Ole Noems Sheriff's

PERSON QUOTING Roger Herchel Landscape  
Michele

Commodity Code	Quantity	Item			
	60	excelsior bales	no bid	17.95	no bid

\* Comments:

SIGNED: Andy Davis

AWARD SHEET # \_\_\_\_\_

BID SHEET

DATE 9-14-94

FIRM NAME R&W McKinnie Grady

PURCHASE ORDER # \_\_\_\_\_

PERSON QUOTING Catalog Catalog Grady

PARK Oconee

Commodity Code	Quantity	Item			
	33	3D foam deer	103.95	94.20	105.22
	2	wild boar	48.95	57.10	64.16
	2	turkey	64.95	52.25	99.92
	2	black bear	<del>135.00</del>	<del>95.80</del>	<del>137.65</del>
			3928.15	3518.90	4,075.7

\* Comments:

SIGNED: Andy Davis



# THE ROSA CLARK MEDICAL CLINIC

210 SOUTH OAK STREET  
SENECA, SC 29678

Telephone: (803) 882-4664

FAX (803) 882-4478

MEMO: RE: Clinic Schedules

Date: October 21, 1994

Rosa Clark Medical Clinic  
Hours: 9am to 5pm

Clinic Hours vary each day and week.  
Clinic Hours 9am-12 noon  
2pm - 5pm  
7pm - 9pm

Appointments are required.

Work-ins: Depending upon Circumstances/Diagnosis

## Different type Clinics:

- \* STD (Sexual Transmitted Disease) Twice Monthly
- \* GYN Clinic- Cervical Biopsies- Twice Monthly
- \* Salem Lions Club- Eye Exams
- \* WIC/Immunization Clinic (Sponsored by DEHEC) <sup>twice</sup> ~~once~~ a month
- \* WIC patients Contact 882-0164
- \* Pediatrician- Once a <sup>week</sup> ~~month~~ - Thursday AM
- \* Family Practitioners- Different Clinics
- \* Internist- Adult Internal Medicine- Twice a Month
- \* Dental Referrals- Patient is referred.
- \* Flu Shots- Annual flu shots-(DEHEC)
- \* Hearing Tests- Adult and Children at the Rosa Clark Medical Clinic.

Home Health Ext. Service (Diets) Mondays  
Please call the clinic for any additional information pertaining  
to the dates and times.

Working in magnets  
Assisting in Veterans  
Upstate Aids

Thank you,

*Sundie Stone*  
Sundie Stone  
Administrative Director

## FEE SCHEDULE

### CURRENT

### PROPOSED

Camping	\$10.00 (\$7.00)	Same
Picnic Shelters	\$15.00 - half day \$30.00 - all day	\$20.00 - half day \$40.00 - all day All point shelters & #2 Chau Ram must be reserved for use (Max. 75 people at High Falls point shelter & max. 50 people at Shelter #2 at Chau Ram)
Rec. Bldg.	* \$30.00 (49 or less) * 50.00 (51-75) * 75.00 (76-100) * 100.00 (101-150) * 150.00 (151-500) * 200.00 (500-1000) * 250.00 (1000+) All with \$50.00 deposit	* 35.00 (49 or less) * 55.00 (51-75) * 80.00 (76-100) * 105.00 (101-150) These have \$50.00 deposit * 150.00 (151-200) \$100.00 deposit 250.00 (201-300) \$100.00 deposit. (\$400.00 all day & includes patio deck at High Falls.) **400.00 (301+) \$100.00 dep. (All day charge of \$400.00 only.) **Must take all day, includes patio deck at High Falls
	*Indicates for all day use double above rates.	
Putt-Putt	\$1.00 per game 100.00 flat rate	\$1.00 per game 100.00 flat rate
Volleyball	\$1.00 per hour to reserve	\$2.00 per hour to reserve
Horeshoes	Free	Free
Softball	\$1.00 per hour to reserve	\$2.00 per hour to reserve
Tennis	\$1.00 per hour per court to reserve 2.00 per hour for lights	\$2.00 per hour per court to reserve 2.00 per hour for lights
Drinks	\$.50	\$.60
Parking fee (Boat ramps)	Free	Free



# Oconee County Sewer Commission

623 Return Church Road • Seneca, South Carolina 29678  
803-972-3900

December 19, 1994

Mr. Norman Crain  
Oconee County Supervisor  
208 Booker Drive  
Walhalla, S.C. 29691

Post-it® Fax Note	7671	Date	12-19-94	# of pages	▶
To	Norman Crain	From	Bob Winchester		
Co./Dept.	Supervision	Co.	Sewer Comm.		
Phone #	638-4242	Phone #	972-3900		
Fax #	638-4241	Fax #	972-3917		

Re: SRLF Designation and Signature Forms

Dear Mr. Crain:

Attached find a copy of the State Revolving Fund official designation and signature form for Loan #SRF36615.

There has been a change at JJ&G, and Michael Rachelson is no longer with the firm.

Also, the Sewer Commission voted at its November meeting to recommend Mr. Tommy D. Grant as a backup signature for Mr. Adams.

We will address County Council on the 20th of December and request that Mr. Mark Harber of JJ&G be approved to sign draw requests and that Tommy Grant be designated as a backup signature for Mr. Adams.

If you need further information, please call.

Sincerely,

Robert C. Winchester  
General Superintendent

RCW/kh

Attachment

cc: Oconee County Council  
Commission

**STATE REVOLVING FUND**

**OFFICIAL DESIGNATION AND SIGNATURE FORM**

Loan Recipient: Oconee County

Loan No. SRF-36615

Project Name: Coneross Creek WWTF Expansion

Date: 5-26-94

**DESIGNATION OF SPONSOR REPRESENTATIVE**

Pursuant to Section 1.3.2 of the Loan Agreement, the official or employee of the Project Sponsor whose name, title and signature appear below is designated for purposes of submitting disbursement/draw requests, making payments on the loan and representing the Project Sponsor in all administrative matters pertaining to administration of the Loan Agreement.

Howard S. Adams, Chairman  
 Typed Name and Title

Howard S Adams  
 Signature

**INDIVIDUALS AUTHORIZED TO SIGN DRAW REQUESTS**

The officials whose names, titles and signatures appear below are designated and empowered to execute all documents concerning the preparation and submission of Draw Requests for loan proceeds from the State Water Pollution Control Revolving Fund to the South Carolina Budget and Control Board and the South Carolina Department of Health and Environmental Control, pursuant to the terms and conditions of the Loan Agreement.

Michael L. Rachelson, Project Mgr.  
 Project Engineer: Typed Name and Title

Michael L Rachelson  
 Signature

Howard S. Adams, Chairman  
 Sponsor Representative: Typed Name and Title

Howard S Adams  
 Signature

**AUTHORITY FOR DESIGNATIONS**

I certify that the above identified individuals have been authorized to carry out the designated responsibilities and I further certify that the above signatures are of the individuals so authorized.

Norman D. Crain, County Supervisor  
 Name and Title of Authorizing Official

Norman D. Crain  
 Official's Signature

**Return an original to the Department of Health and Environmental Control  
 and the Budget and Control Board**