# AGENDA

# OCONEE COUNTY COUNCIL MEETING

# TUESDAY, OCTOBER 17, 1995

## 3:00 PM

- 1. Call to Order
- 2. Invocation
- 3. Approval of Minutes
- 4. Consideration of Request for Temporary Personnel in the Auditor's Office - Mr. Kenneth F. Williams, Auditor
- 5. Consideration of Transferring Monies for Tax Sale for Forfeit Land Commission Mr. Kenneth F. Williams, Auditor
- 6. Consideration of Request for Dedicated Phone Line for Investigators - Sheriff James Singleton
- 7. Consideration of Request to Purchase Vehicle from DEA Funds Sheriff James Singleton
- 8. Consideration of Request to Purchase Video Camera from DEA Funds - Sheriff James Singleton
- 9. Consideration of Bids for Surveillance System for Sheriff's Department - Sheriff James Singleton & Ms. Marianne Dillard, Purchasing Agent
- 10. Consideration of Approval of Hangar Lease Document Mr. Marion Lyles, Airport Manager
- 11. Consideration of Request For Contingency Funds in the Amount of \$2,795 for Safety Equipment - Mrs. Kay Olbon, Personnel Coordinator
- 12. Consideration of Bids for Disposal of Portable Rock Crusher - Mr. Tommy Crumpton, Rock Crusher Director & Ms. Marianne Dillard, Purchasing Agent
- 13. Consideration of Bids for Disposal of Cone Crusher Mr. Tommy Crumpton, Rock Crusher Director & Ms. Marianne Dillard, Purchasing Agent
- Consideration of Bids for Submersible Pump for Rock Crusher - Mr. Tommy Crumpton, Rock Crusher Director & Ms. Marianne Dillard, Purchasing Agent

# AGENDA October 17 Page 2

- 15. Second Reading of Ordinance 95-9, "An Ordinance To Amend Oconee County Ordinance 89-5 To Provide For The Assignment Of Cable Television Franchise From Friendship Cable, Of South Carolina, Inc. To Galaxy Telecom, L. P. d/b/a Galaxy Cablevision"
- 16. Old Business
- 17. New Business
- 18. Adjourn

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

# MEMBERS, OCONEE COUNTY COUNCIL

Ms. M. Fran Burrell, District I Mr. Harrison E. Orr, District II Mr. Harry R. Hamilton, District III Mr. Roy B. Strickland, District IV Mr. Alton K. Williams, District V

# MINUTES, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held Tuesday, October 17, 1995 at 3:00 pm in Council Chambers with all Council Members except Ms. Burrell present. Mr. Cain, County Attorney, was also present.

Members of the press notified (by mail): Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WBFM Radio, WCCP Radio, WYFF TV, WLOS TV & SC Black Media Group. Press

Members of the press present: Ashton Hester - Keowee Courier, Jennifer Barnett - Anderson Independent, Dick Mangrum - WGOG Radio & Terry Cregar - Greenville News.

The meeting was called to order by Supervisor Call to -Chairman Crain who welcomed the guests and media. Order

The invocation was given by Mr. Strickland.

Invocation

Mr. Orr made a motion, seconded by Mr. Williams, approved 4 - 0 (Ms. Burrell absent) that the minutes of the October 3, 1995 meeting be adopted as printed.

Minutes

Upon request of Mr. Kenneth F. Williams, Auditor, Mr. Hamilton made a motion, seconded by Mr. Williams, approved 4 - 0 (Ms. Burrell absent) that the Auditor's Office hire a temporary employee for six (6) weeks at a cost of \$1,866 including fringe.

Auditor Temporary Employee

Upon request of Mr. Kenneth F. Williams, Chairman, Forfeit Land Commission, Mr. Orr made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Ms. Burrell absent) that \$4,723.55 be taken from contingency and placed in line item number 10 021 00150 02103 to cover the cost of the property acquired by the commission at the October 2, 1995 tax sale. (see attached request)

Forfeit Land Commission (Cont'cy)

Upon request of Sheriff Singleton, Mr. Strickland made a motion, seconded by Mr. Williams, approved 4 - 0 (Ms. Burrell absent) that a dedicated phone line for the investigators be approved at a cost of \$264.

Sheriff Phone Line

Also, upon request of Sheriff Singleton, Mr. Strickland made a motion, seconded by Mr. Williams, approved 4 - 0 (Ms. Burrell absent) that the Sheriff's Department be allowed to purchase a vehicle using DEA Funds at a cost not to exceed \$20,100.

Sheriff Vehicle Minutes, Oconee County Council Meeting October 17, 1995 Page 2

Consideration of a request to purchase a video camera from DEA Funds and consideration of bids for a surveillance system for the Sheriff's Department was postponed until a later date.

Sheriff Video & Surv. System

Upon request of Mr. Marion Lyles, Airport Manager, Mr. Orr made a motion, seconded by Mr. Williams, approved 4 - 0 (Ms. Burrell absent) that the attached hangar lease document be adopted.

Airport Hangar Lease

Mr. Williams made a motion, seconded by Mr. Strickland, approved 4 - 0 (Ms. Burrell absent) that \$2,795 be taken from contingency and placed in line item 10 028 00150 00027 for safety equipment for the county employees. (See attached request)

Personnel (Cont'cy)

Upon recommendation of Mr. Tommy Crumpton, Rock Crusher Director, & Ms. Marianne Dillard, Purchasing Agent, Mr. Strickland made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Ms. Burrell absent) that the bid of F & R Asphalt Construction Co. who was high bidder at \$42,501 for a portable rock crusher no longer used by the county be accepted. (See attached bid)

Rock Crusher

Also, upon recommendation of Mr. Crumpton & Ms. Dillard, Mr. Orr made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Ms. Burrell absent) that the bid of Rok-Co, Inc. who was high bidder at \$3,500 for a cone crusher no longer used by the county be accepted. (See attached bid)

Further, upon recommendation of Mr. Crumpton & Ms. Dillard, Mr. Strickland made a motion, seconded by Mr. Orr, approved 4 - 0 (Ms. Burrell absent) that the bid for a submersible pump for the Rock Crusher be awarded to Interstate Equipment who was low bidder at \$13,975. (See attached bid)

Mr. Orr made a motion, seconded by Mr. Williams, approved 4 - 0 (Ms. Burrell absent) that Ordinance 95-9, "AN ORDINANCE TO AMEND ORDINANCE 89-5 TO PROVIDE FOR THE ASSIGNMENT OF CABLE TELEVISION FRANCHISE FROM FRIENDSHIP CABLE, OF SOUTH CAROLINA, INC. TO GALAXY TELECOM, L. P. d/b/a GALAXY CABLEVISION" be adopted on second reading as presented by Mr.

Cain, County Attorney.

Ord. 95-9

Upon recommendation of Mr. Jack Hirst, Solid Waste Director & Ms. Marianne Dillard, Purchasing Agent, Mr. Williams made a motion, seconded by Mr. Strickland, approved 4 - 0 (Ms. Burrell absent) that a change order be issued to delete the pulverizer originally scheduled to be purchased for the Materials Recovery Facility (MRF) and a glass crusher and used can baler be purchased. Mr. Hirst & Ms. Dillard are negotiating

Solid Waste (MRF)

Minutes, Oconee County Council Meeting October 17, 1995 Page 3

the cost, but preliminary figures show a deduction of \$2,700 from the purchase order.

Mr. Orr made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Ms. Burrell absent) that Mr. Alan D. Boggs, 103 Letson Circle, Walhalla, SC be appointed to represent District II on the Planning Commission.

Planning Commission

Mr. Orr made a motion, seconded by Mr. Williams, approved 4 - 0 (Ms. Burrell absent) that Mr. Michael D. Wright, 130 Quail Haven Dr., Walhalla, SC be appointed to represent District II on the Emergency Preparedness Commission.

Emergency Preparedness

Mr. Strickland made a motion, seconded by Mr. Economic Williams, approved 4 - 0 (Ms. Burrell absent) that Mrs. Dot Abbott's resignation from the Economic Development Commission be accepted, regretfully, and she be sent a letter of appreciation.

Dev.

Mr. Hamilton made a motion, seconded by Mr. Strickland, approved 4 - 0 (Ms. Burrell absent) not to accept Razorback Lane (S-397) into the county road maintenance system, but, if it is legal, to assist the school district in the maintenance of the roadway should the district accept it from the state. (See attached request)

School District Request (S-397)

Upon recommendation of Ms. Marianne Dillard, Purchasing Agent, Mr. Orr made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Ms. Burrell absent) that the bid process be waived and three (3) roadways damaged by the heavy rains from Hurricane Opal be repaired by Tipton & Young at \$23 per ton as per Section C, Subsection 2: "When it is to the advantage of Oconee County to acquire goods and/or services on the basis of a previously awarded bid or contract." as follows:

Roadway Repair

Install 125 tons of rip-rap on Mud Creek Road at a cost of \$2,875.

Install 500 tons of rip-rap at a cost of \$11,500, install one ten (10') foot by fifty (50') foot culvert at a cost of \$3,500 and straighten the curve at a cost of \$2,500 on Cedar Lane Road.

Install a seventy-two (72") inch by forty (40') foot culvert at a cost of \$2,000 and install 225 tons of rip-rap at a cost of \$5,175.

The total cost to repair the roadways is \$27,550.00 and to come from line item 10 022 00150 22881. attached recommendation)

Minutes, Oconee County Council Meeting October 17, 1995 Page 4

Council accepted the request to change the annual salary for the Rural Fire Commission Members from \$100 per year to \$300 per year as information. (See attachment)

Rural Fire

Mr. Hamilton informed Council he had given the SC Appalachian Council of Governments representative names of three (3) persons to serve on the Highway 11 Advisory Committee at the October 3, 1995 Council Meeting.

Hwy. 11 Advisory Committee

Mr. Williams made a motion, seconded by Mr. Strickland, approved 4 - 0 (Ms. Burrell absent) that Council go into executive session to discuss legal matters.

Executive Session

When open session resumed, Mr. Strickland made a motion, seconded by Mr. Orr, approved 4 - 0 (Ms. Burrell absent) to present Lakeview Rest Home a grant in the amount of \$2,000 to offset additional expenses they will incur as the county honors their request to no longer act as their payroll agent.

Open Session

Adjourn: 4:10 pm

Adjourn

Norman D. Crain

Supervisor-Chairman

Oconee County Council

# Oconee County Auditor

# KENNETH F. WILLIAMS

208 Booker Drive County Court House Walhalla, South Carolina 29691 Telephone (803) 638-4158

October 17, 1995

To: Honorable Norman D. Crain, Supervisor-Chairman and County Council

From: Kenneth F. Williams, Chairman Forfeited Land Commission

Subject: Request for Contingency Funds to cover cost derived at from the Property Tax Sale on property acquired by the Forfeited Land Commission held October 2, 1995.

Total request to be transferred from Contingency to Account 10-021-00150-21032. 55 Parcels = \$4,723.55

TOTAL REQUEST: \$ 4,723.55

# OCONEE COUNT BID TABULATION

BID FOR: Surveillance system for patrol car DATE: 10/12/95

BID NO: 95-08 LOCATION: Walhalla, SC TIME: 2:00p.m.

BIDDERS	Kustom Signals, Inc.	MVS, Inc. d/b/a CMI/MPH	W.H. Platts Co.		
Surveillance system	11,070.00	5,400.00	∕ no bid		
SC sales tax	553.50	270.00			
TOTAL	11,623.50	5,670.00			
	·				
					1

ATTENDING OPENING: Jenny Peay, Ann Albertson, Lee davis, Donnie Fricks

BID NO.	<u> </u>
(Use this	number on envelopes
and all r	elated correspondense)

# BID FORM OCONEE COUNTY PURCHASING DEPARTMENT 201 WEST MAIN STREET WALHALLA, SOUTH CAROLINA 29691

The <u>Kustom</u>	Signals, Inc.	
submits herewith our Bid in re	esponse to bid reque	est number shown above, and in
compliance with the description	on(s) and/or specific	cation(s) numbered 2
and attached hereto for sur	veillance syste	em for patrol car
Base Bid		\$ 11,070.00
S. C. Sales Tax		553.50
TOTAL		<b>\$</b> 11,623.50
BASE BID COST REDUCTION	N OPTIONS:	
1) Deduct for Vault	-Type Locker Recor	der Enclosure \$(1050.00)
		nter \$ (360.00)
		only at time of initial system purchase
Bid shall include delivery to le		
		or information on Bid Supplemental
Form attached hereto.	, extra composition,	
Delivery Date: 45 to 75 [	Days ARO	
BIDDING ORGANIZATION	Kustom Signals,	Inc.
ADDRESS: P.O. BOX	9325 Pflumm	
CITY, STATE, ZIP CODE	Lenexa, Kansas	66215-3347
SIGNATURE OF BIDDERS RE	PRESENTATIVE:	Len Zody Len Toll
	TITLE:	Bids & Proposals Specialist
	DATE:	10/10/95
	TELEPHONE:	800/458-7866

BID	NO.	<u>995-</u>	-08	<del></del>
(Use	this	number	on	envelopes
and	all r	elated	corr	espondense)

# BID FORM OCONEE COUNTY PURCHASING DEPARTMENT 201 WEST MAIN STREET WALHALLA, SOUTH CAROLINA 29691

The	
submits herewith our Bid in response to bid rec	uest number shown above, and in
compliance with the description(s) and/or specif	fication(s) numbered2
and attached hereto for surveillance sys	tem for patrol car
Base Bid	\$ 5,400.00
S. C. Sales Tax	270,00
TOTAL	\$ 5,670.00
attached specifications).	ferred to as "SYSTEM THREE" in the
Bid shall include delivery to location stated on	
Show any exception, deviation, extra computation	n, or information on Bid Supplemental
Form attached hereto.	
Delivery Date: 30 days ARO	<del></del>
BIDDING ORGANIZATION MVS, Inc. d.b.a. CM	
ADDRESS: P.O. BOX 316 East Ninth Stre	
CITY, STATE, ZIP OODE Owensboro, Kentucky	42303
SIGNATURE OF BIDDERS REPRESENTATIVE:	(Roosevelt Rogers)
TITLE:	Product Manager
DATE:	10-10-95
TELEPHONE:	1-800-835-0690

## STATE OF SOUTH CAROLINA

## COUNTY OF OCONEE

## HANGAR LEASE

	AGREEMENT MADE AND ENTERED into this day of, 19, by and between OCONEE COUNTY, SOUTH LINA, hereinafter referred to as "THE COUNTY" and
"THE	LESSEE". hereinafter referred to as
Coun foll	The County hereby leases to Lessee and Lessee leases from the ty "T" Hanger No, more fully described as ows:
for	Lessee's aircraft more fully described as:

# The County and Lessee agree as follows:

- 1. Term: Rental of the hangar shall be on a month to month basis beginning on the \_\_\_\_\_ day of \_\_\_\_\_ at a monthly rental of \_\_\_\_ dollars per month to be paid in advance. PROVIDED HOWEVER, that either party may terminate such rental at any time upon giving thirty (30) days written notice to the other party hereto.
- 2. Lessee will pay the rental payments in advance and shall make payments not later than the first day of the lease and thereafter on the first day of each month. PROVIDED HOWEVER, that it is mutually understood and agreed that subject to the termination provisions contained herein, Lessee may make payment of the rental for up to one twelve months in advance, but such payment shall not prevent the County from terminating the lease as provided in paragraph 1 or upon default or non compliance with the remaining terms and provisions hereof.
- 3. Lessee shall not perform any construction or maintenance in the leased space except minor maintenance. Such minor repairs shall be confined to an individual's personal airplane, and none other, and must be accomplished in accordance with FAA regulations, as well as all applicable State, Federal and local laws or regulations.
- 4. The space shall not be sub-leased without the prior written permission of the County.

- 5. Designees of the Oconee County Aeronautics Commission (Commission) and the County shall have the right to enter and inspect the leased area at any reasonable time. Prior to taking possession of the leased space, Lessee shall provide the Airport Manager with a key and/or combination to to any locks and locking devices to the leased hangar.
- 6. Lessee will save the Oconee County Aeronautics Commission and the County harmless and will indemnify the same on account of any injury, claim, demand, suit, or demand by any person on account of injury or damage sustained to persons or property on account of any activity of the Lessee or on account of the use of the space by Lessee in any manner whatsoever.
- The County shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by the Lessee or by any person whosoever may at any time be using or occupying or visiting the demised premises or be in, on, or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of the Lessee or of any occupant, visitor or user of any portion of the premises, or shall result from or be caused by any other matter or thing, whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall indemnify the County against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death or damage. Lessee hereby waives all claims against the County for damages or injury to the aircraft or property of the Lessee stored in or upon the leased premises or from any cause arising at any time during the term hereof, to include damage resulting from wind, collapse of building, lightening, fire, vandalism, war, theft, or the negligence of any The two preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of the County or its employees.
- 8. Lessee shall keep the area clean and shall not store in the leased area any material or objects, except items or objects which are used in connection with the aircraft while it is in flight.
- 9. Lessee shall not install or allow the use of telephones or two-way radios in the leased space.
- 10. Lessee stipulates that (s)he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and in a safe, clean and tenable condition. At the expiration of the lease term, or upon termination of the lease as provided herein, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof excepted.

- 11. The hangars shall be used as a storage facility for the Lessee's own aircraft and no other aircraft, vehicle or material. The demised premises shall be used and occupied by Lessee exclusively for the purposes of aircraft storage. Lessee shall comply with all sanitary laws, ordinances, rules, and orders of appropriate governmental authorities effecting the cleanliness, occupancy, and preservation of the demised premises, and the curtilage connected thereto, during the term of this lease, to include but not limited to all rules and regulations established by the County for use of hangars and/or the County airport and facilities.
- 12. No dispensing, transfer or storage of flammable or combustible liquids shall be permitted inside of the hangars.
- 13. No person shall use any flammable liquids (with a flash-point lower than 100 degrees F) to wash parts or to clean any section of an aircraft engine. Lessee shall not keep or have on the leased premises any article or thing of a dangerous or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra-hazardous by any responsible insurance company or regulatory authority.
- 14. No person shall operate a welding machine or torch of any type in the hangars.
- 15. No person shall operate grinding equipment in the hangars.
- 16. No person shall perform any activity that could endanger the safety of the hangars or personnel.
- 17. No hangar shall be used as a business location, or in any way to generate revenues or reimbursement to the Lessee incident to the sale of parts, maintenance for hire, fuel, sales, instruction for hire, or other activities of a commercial or business nature.
- 18. No structural changes shall be made to the hangars by the Lessee without prior permission from the County.
- 19. If the Lessee removes personal aircraft from hangar for a period of more than thirty (30) days without written permission from the County, the Lessee will forfeit said lease. In such event, the Lessee will be given fourteen (14) days to vacate the hangar.
- 20. Conviction of any felony, by the Lessee, will result in termination the lease. In such event, the Lessee will be given fourteen (14) days to vacate the hangar.

- 21. If the premises are destroyed substantially by fire or taken by eminent domain, either party may terminate this lease without liability for the remainder of the term. Any condemnation award shall belong exclusively to the County.
- 22. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of the County shall terminate and be forfeited, and the County may re-enter the premises and remove all persons and property therefrom. Lessee shall be given fourteen (14) days notice of any default or breach, and termination and forfeiture of the lease shall not result if, within five (5) days of receipt of such notice, Lessee has corrected the default or breach.
- 23. Waiver by the County of any breach of any covenant or duty of Lessee under this lease is not a waiver of a breach of any other covenant or duty of the Lessee, or of any subsequent breach of the same covenant or duty.
- 24. If suit is brought by the County for an unlawful detainer of the demised premises, for the recovery of any rent due the provisions of this agreement, or for any obligation of the Lessee arising under this agreement or by law, then Lessee hereby agrees to pay the County all of the costs in connection therewith, including, but not limited to, reasonable attorneys fees, whether or not the action or actions proceed to judgment.
- 25. This agreement is contingent upon the approval and acceptance by the Federal Aviation Administration, South Carolina Aeronautics Commission and any other appropriate Regulatory Authorities and will be modified upon request of the county if such modification is necessary for compliance with any law or regulation.
- 26. Invalidation of any part of this agreement by Court Order shall not affect the validity of the remaining terms hereof which shall remain in full force and effect. This agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- 27. This agreement shall be binding upon the parties and their heirs, successors and assigns and may not be assigned without the prior written consent of the other party hereto.

- 28. Lessee acknowledges that there is limited hangar space at the County Airport and that rental of available hangars is made based upon a waiting list of persons who desire to lease such space. In this regard, should Lessee convey his/her interest or any portion thereof in the aircraft assigned to the leased spaced, then in such event, this lease shall immediately terminate and Lessee shall be required to immediately vacate the space and remove all personal property of Lessee so that the space may be leased to another person. Upon notification by Lessee to the County of such transfer, any remaining rental shall prorated and refunded to Lessee within thirty (30) days. In the event that Lessee fails to notify County of such transfer any advance rental paid shall be forfeited to the County as liquidated damages, which shall be in addition to and not in lieu of any other damages to which the County may be entitled by reason of this agreement or as provided by law.
- 29. Lessee shall keep and maintain insurance on Lessee's aircraft and other personal property.

IN WITNESS WHEREOF, the said parties have hereunto set their Hands and Seals the day and year first above written.

IN the presence of:	OCONEE COUNTY (SEAL)
	BY: ITS DULY AUTHORIZED REPRESENTATIVE
In the presence of:	
	LESSEE (SEAL)

# OCONEE COUNTY PERSONNEL OFFICE

PUBLIC SERVICE BUILDING, 208 BOOKER DRIVE WALHALLA, S.C. 29691

Telephone (803) 638-4240

An Equal Opportunity/Affirmative Action Employer

October 6, 1995

Mr. Norman D. Crain Supervisor Chairman Oconee County Council 208 Booker Drive Walhalla, SC 29691

Reference: Line item 10-28-00150-00027 Safety Equipment

Dear Mr. Crain,

I am requesting additional funds from contingency for the above referenced line item. Due to under budgeting, this line item has only \$231.26 remaining. I have estimated that we will need to purchase 28 pairs of boots at \$65.00 each and have allowed for 15 extra due to new hires. The total amount of my request is \$2795.00.

Thank you for your consideration in this matter.

Respectfully,

Kay C. Olbon

Kay C. Olbon

Personnel Coordinator

c: file

# OCONEE COUNTY BID TABULATION

BID FOR:	Crushers for Sale			DATE:	October 10, 1995
BID NO:	95-07	LOCATION:	Walhalla, SC	TIME:	2:00 p.m.

BIDDERS	Power Screen of Florida	Walter Griffin	Radford Quarry	Rok-Co. Inc.	Rose Kent 00 35,050.00	
Item 1 - Portable Crushing Plant	35,150.00	32,500.00	No bid	30,000.00		
Item 2 - Cone Grusher	100.00	50.00	3,000.00	3,500.00	No bid	
				44.		

ATTENDING OPENING: David Genery - F & R Const.; R. D. Kent, Jr., Rose Kent, Thomas Crumpton, Marianne Dillard, Ann Albertson - Oconee County

# OCONEE COUNTY BID TABULATION

BID FOR: Crushers					 _DATE: _	October 10, 1995	
BID NO: 95-07		_LOCATION: _	Wa	lhalla,	SC	 _TIME: _	2:00 p.m.
					<del></del>	 <del></del>	
BIDDERS	F & R Const. Co.					·	
Item 1 - Portable Crushing Plant	42,501.00						
Item 2 - Cone Crusher	No bid						
						:	
					er -		
, Nen	1						

ATTENDING OPENING:

# BID NO. <u>95-07</u>

(Use this number on envelopes & all related correspondence.)

The Towerscreen of Flori	da, Inc.
submits herewith our bid in respon	se to bid request number shown above, and in
compliance with the description an	d specifications listed below:
	Cedar Rapids, 35 ton, 2 unit diesel powered, crushing ailer mounted, Model 2A-2B, Serial number 01F12967
\$ 35,150.00 (Thirty	write amount) (write amount)
Item 2. <u>Cone crusher -</u> Telesmith number 8997, good for par	"E" Series, Model 1100 Gyrasphere crusher, Serial ts.
<b>\$</b> 100.00	one hundred and 00/100 Dollars
	(write amount)
successful purchaser, I will have 45 Oconee County reserves the right t	offered for sale as is and where is, and if I am the 5 days after Notice of Award to move machine(s).  to reject any or all hids, to waive any technicalities and deemed most advantageous to this County.
BIDDING ORGANIZATION:	Powerscreen of Florida, Inc.
ADDRESS:	P.O. Box 5802
CITY, STATE, ZIP CODE:	Lakeland, FL 33807
- de	n' Grant Denis Grant
SIGNATŪRE C	OF BIDDER'S REPRESENTATIVE
TTLE: President	DATE: October 6, 1995
ELEPHONE:	941-687-7153

BID NO. <u>95-07</u> (Use this number on envelopes & all related correspondence.)

The Walter Griffin and Sons Construction Co.
submits herewith our bid in response to bid request number shown above, and in compliance with the description and specifications listed below:
Item 1. Portable crushing plant - Cedar Rapids, 35 ton, 2 unit diesel powered, crushing and screening plant, semitrailer mounted, Model 2A-2B, Serial number 01F12967 **Minimum bid \$25,000.00**
\$ 32,500.00 (Phirty two thousand five hundred dollars) (write amount)
Item 2. Cone crusher - Telesmith "E" Series, Model 1100 Gyrasphere crusher, Serial number 8997, good for parts.
\$ 50.00 (Fifty dollars) (write amount)
I understand that this equipment is offered for sale as is and where is, and if I am the successful purchaser, I will have 45 days after Notice of Award to move machine(s).
Oconee County reserves the right to reject any or all bids, to waive any technicalities and informalities, and to accept the bid deemed most advantageous to this County.
BIDDING ORGANIZATION: Walter Griffin
ADDRESS: 1104 Troy Medlin Rd.
CITY, STATE, ZIP CODE: MONYSE, N.C. 28112  SIGNATURE OF BIDDER'S REPRESENTATIVE
SIGNATURE OF BIDDER'S REPRESENTATIVE
TITLE: <u>Owner</u> <u>Date: 9-28-95</u>
TELEPHONE: 704-764-7391 er 704-591-3372

**☎**803 638 4142

# BID NO. <u>95-07</u>

(Use this number on envelopes & all related correspondence.)

# BID NO. 95-07

(Use this number on envelopes & all related correspondence.)

The ROK-CO., INC. of MORGANTON, NORTH CAROLINA
submits herewith our bid in response to bid request number shown above, and in compliance with the description and specifications listed below:
Item 1. Portable crushing plant - Cedar Rapids, 35 ton, 2 unit diesel powered, crushing and screening plant, semitrailer mounted, Model 2A-2B, Serial number 01F12967 **Minimum bid \$25,000.00**
\$ 30.000.00 ( THIRTY THOUSAND DOLLARS & NO/100********  (write amount)
Item 2. <u>Cone crusher - Telesmith "E" Series, Model 1100 Gyrasphere crusher, Serial number 8997, good for parts.</u>
\$ 3,500.00 (THREE THOUSAND FIVE HUNDRED & NO/100****  (write amount)
I understand that this equipment is offered for sale as is and where is, and if I am the successful purchaser, I will have 45 days after Notice of Award to move machine(s).
Oconee County reserves the right to reject any or all bids, to waive any technicalities and informalities, and to accept the bid deemed most advantageous to this County.
BIDDING ORGANIZATION: ROK-CO., INC.
ADDRESS: P.O. BOX 3462 805 EAST UNION STREET
CITY, STATE, ZIP CODE: MORGANTON, NORTH CAROLINA 28680
PH: (704) 433-0547 FAX (704) 433-0572
SIGNATURE OF BIDDER'S REPRESENTATIVE
TITLE: PRESIDENT DATE: 10-7-95
TELEPHONE: (704) 433-0547



SEP 28 1995

Interstate Equipment Co. w. COLUMBIA, SC 29172

# BID NO. <u>95-07</u>

(Use this number on envelopes & all related correspondence.)

The
submits herewith our bid in response to bid request number shown above, and in compliance with the description and specifications listed below:
Item 1. Portable crushing plant - Cedar Rapids, 35 ton, 2 unit diesel powered, crushing and screening plant, semitrailer mounted, Model 2A-2B, Serial number 01F12967 **Minimum bid \$25,000.00**
\$ 35,050 (Thirty fine thousand, Tifty dollars)
Item 2. <u>Cone crusher - Telesmith "E" Series, Model 1100 Gyrasphere crusher, Serial number 8997, good for parts.</u>
\$ (
(write amount)
I understand that this equipment is offered for sale as is and where is, and if I am the successful purchaser, I will have 45 days after Notice of Award to move machine(s).  Oconee County reserves the right to reject any or all bids, to waive any technicalities and informalities, and to accept the bid deemed most advantageous to this County.
BIDDING ORGANIZATION:
ADDRESS: 600/ S. Kings Hury, #215  CITY, STATE, ZIP CODE: Mystle Black S.C. 29575  Rose Kent.  SIGNATURE OF BIDDER'S REPRESENTATIVE
CITY, STATE, ZIP CODE: Mystle Beach S.C. 29575
Rose Kunt
SIGNATURE OF BIDDER'S REPRESENTATIVE
TITLE: DATE:
TELEPHONE:

# BID NO. <u>95-07</u>

(Use this number on envelopes & all related correspondence.)

The			
Item 1. Portable crushing plant - Cedar Rapids, 35 ton, 2 unit diesel powered, crushing and screening plant, semitrailer mounted, Model 2A-2B, Serial number 01F12967 **Minimum bid \$25,000.00**			
\$ 42,501.00 ( Forty Two Thousand Five hundred One + 300. (write amount)			
Item 2. <u>Cone crusher - Telesmith "E" Series, Model 1100 Gyrasphere crusher, Serial number 8997, good for parts.</u>			
\$			
I understand that this equipment is offered for sale as is and where is, and if I am the successful purchaser, I will have 45 days after Notice of Award to move machine(s).			
Oconee County reserves the right to reject any or all bids, to waive any technicalities and informalities, and to accept the bid deemed most advantageous to this County.			
BIDDING ORGANIZATION: F+K /- Soha/+			
Address: $90.80x528$			
CITY, STATE, ZIP CODE: FASley S.C. 29641			
KANDY KEENES SIGNATURE OF BIDDER'S REPRESENTATIVE			
SIGNATURE OF BIDDER'S REPRESENTATIVE			
TITLE: 10/10/95			
TELEPHONE: 803 / 859 - 0407			

BID FOR: Submersible Pump for the Oconee County Rock Quarry

BID NO: 95-04 LOCATION: Walhalla, SC October 11, 1995 2:00p.m.

BIDDERS	Interstate Equipment	Southern Pump & Tank	
Submersible Pump	13,975.00	15,615.00	
Freight	incl.	300.00	
TOTAL	13,975.00	15,915.00	
		·	
			·
		•	

Attending Opening: Jenny Peay, Ann Albertson, Gayle Fitzgerald

BID NO.	95-04
(Use this	number on envelopes
and all i	related correspondense)

# BID FORM OCONEE COUNTY PURCHASING DEPARTMENT 201 WEST MAIN STREET WALHALLA, SOUTH CAROLINA 29691

The <u>INTERSTATE EQUIPMENT COMPANY</u>			
submits herewith our Bid in response to bid request number shown above, and in			
compliance with the description(s) and/or specification(s) numbered			
and attached hereto for <u>submersible pump for the Oconee County</u> Rock Quarry			
Base Bid - GORMAN RUPP S4J1-E6 \$ 13,975.00			
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 Determine the			
Delivery Date: 6 - 8 UFFKS ARO  BIDDING ORGANIZATION INTERSTATE FOULTPMENT COMPANY			
BIDDING ORGANIZATION INTERSTATE EQUIPMENT COMPANY			
ADDRESS: P.O. BOX 122 GARDNERS TERRACE ROAD			
BIDDING ORGANIZATION INTERSTATE EQUIPMENT COMPANY			
ADDRESS: P.O. BOX 122 GARDNERS TERRACE ROAD			
ADDRESS: P.O. BOX 122 GARDNERS TERRACE ROAD  CITY, STATE, ZIP OODE WEST COLUMBIA, SOUTH CAROLINA 99172			
ADDRESS: P.O. BOX 122 GARDNERS TERRACE ROAD  CITY, STATE, ZIP OODE WEST COLUMBIA, SOUTH CAROLINA 99172  SIGNATURE OF BIDDERS REPRESENTATIVE: G. MARK DANTZLER			

# **SOUTHERN PUMP & TANK COMPANY**

TO:

OCONEE COUNTY

201 WEST MAIN STREET

WALHALLA, SC 29691

ATTN:

**MARIANNE DILLARD 95-04** 

Quotation No. RA279A

Date

October 6, 1995

In response to your request we are pleased to quote as follows:

Quantity	SPATCO No.	Description	Unit Price	Extension
1		S4J1-E60 Gorman Rupp Submersible pump with 60 HP 3450 RPM, 3/60/460 motor with 150' cable 6AWG 3 conductor with NEMA 3R control box with float actuate switch and 150' cable, - 730 GPM @ 175' TDH.	15,615.	00 - 1
		Estimated freight	300.00	
		See enclosed literature for specs and performance		

TOTAL INVESTMENT

Unless otherwise stated, prices quoted are firm, subject to acceptance of the above proposal within 30 days, and acceptance of shipment at our earliest convenience thereafter.

State, federal or municipal taxes are not included

Delivery:

Appx. 8 weeks

Terms:

Net 30

FOB:

Ohionian anima

Shipping point

We appreciate the opportunity of quoting on this requirement and hope we may be savored with this order

For SPATCC Ray Allen

BID NO		
(Use this	number on envelopes	
and all r	elated correspondense)	

# BID FORM OCONEE COUNTY PURCHASING DEPARTMENT 201 WEST MAIN STREET WALHALLA, SOUTH CAROLINA 29691

The SOUTHERN PUMP AND TANK COMPANY				
submits herewith our Bid in response to bid request number shown above, and in				
compliance with the description(s) and/or specification(s) numbered				
and attached hereto for submersible pump for the Oconee County				
Rock Quarry.				
Base Bid \$ 15,915.00				
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: Appx. 6 weeks				
BIDDING ORGANIZATION SCUTHERN PUMP AND TANK COMPANY				
ADDRESS: P.O. BOX P.O. BOX 369				
CITY, STATE, ZIP CODE CANDLER, NC 28715				
SIGNATURE OF BIDDERS REPRESENTATIVE:				
TITLE: SALES COORDINATOR				
DATE:10/6/95				
TELEPHONE: 704-667-4536				

# STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

ORDINANCE 95 - 9

AN ORDINANCE TO AMEND OCONEE COUNTY ORDINANCE 89-5 TO PROVIDE FOR THE CONDITIONAL CONSENT BY OCONEE COUNTY FOR THE ASSIGNMENT OF CABLE TELEVISION FRANCHISE FROM FRIENDSHIP CABLE OF SOUTH CAROLINA, INC. TO GALAXY TELECOM, L.P. D/B/A GALAXY CABLEVISION

WHEREAS, the County of Oconee (hereinafter referred to as the "County") approved and enacted on the third day of October, 1989, Oconee County Ordinance 89-5 which granted a franchise to Friendship Cable of South Carolina, Inc. (hereinafter referred to as "Friendship") to operate and maintain a cable television system within Oconee County outside the corporate limits of any municipalities therein; and

WHEREAS, Friendship has requested that the County consent to the proposed assignment by Friendship of said franchise to Galaxy Telecom, L.P. d/b/a Galaxy Cablevision (hereinafter referred to as "Galaxy"):

NOW THEREFORE, be it ordained by the County Council of the County of Occnee, State of South Carolina, in session, duly assembled, that:

SECTION 1. TITLE. This Ordinance shall be known and may be cited, in addition to the number, as "AN ORDINANCE TO AMEND OCONEE COUNTY ORDINANCE 89-5 TO PROVIDE FOR THE CONDITIONAL CONSENT BY OCONEE COUNTY FOR THE ASSIGNMENT OF CABLE TELEVISION FRANCHISE BY FRIENDSHIP CABLE OF SOUTH CAROLINA, INC. TO GALAXY TELECOM, L.P. D/B/A GALAXY CABLEVISION".

SECTION 2. CONDITIONAL CONSENT BY THE COUNTY. The County hereby approves and consents to the transfer and assignment by Friendship of that franchise granted under Oconee County Ordinance 89-5 to Galaxy, PROVIDED HOWEVER, that such approval and consent is without recourse in any manner against Oconee County and is expressly conditioned and conditioned upon the following:

- A. That written notice of the transfer and/or assignment of the franchise by Friendship to Galaxy be given to the Supervisor and Council Clerk within ten (10) calendar days of the completion of such assignment; and
- B. That Galaxy expressly assume all of the obligations and responsibilities of Friendship under the franchise and Ordinance 89-5; and
- C. Approval of the proposed transfer and assignment by all Federal and State agencies, to include but not limited to the Federal Communications Commission, having regulatory authority or jurisdiction over such transactions; and
- D. Retention by Oconee County, its successors and assigns, of any and all rights and authority as provided by Federal, State or local law now existing or hereinafter enacted; and
- E. That within ten (10) calendar days of the enactment of this Ordinance, Galaxy file with the Supervisor and Council Clerk its unconditional acceptance of this Ordinance and its agreement to be bound by its provisions, terms and conditions as well as those contained in Oconee County Ordinance 89-5. Such acceptance and agreement shall be in writing, duly executed by or behalf of Galaxy before a Notary Public or other officer authorized to administer oaths; provided however, that should Galaxy fail to comply with such filing requirement, Galaxy shall acquire no right, privileges or authority under this Ordinance or the franchise whatsoever.
- SECTION 3. CONSENT SHALL NOT CONSTITUTE WAIVER. The consent by the County to the assignment by Friendship to Galaxy shall include consent to Galaxy's grant of a security interest in its interest in the franchise or in income derived from the operation of the cable television system to lenders to the extent that such grant or pledge is necessary to finance the acquisition of the franchise by Galaxy, PROVIDED HOWEVER, that any such pledge or grant shall be subordinate to the rights and authority of the County as provided in this Ordinance, Ordinance 89-5 and any other provision of law or regulation now existing or hereinafter enacted, it being expressly understood and agreed that nothing contained herein shall constitute a waiver or subordination of any powers, remedies, rights, or authority of the County as contained in this Ordinance, Ordinance 89-5 or any other provision of law now existing or hereinafter enacted.

SECTION 4. TRANSFER OF FRANCHISE. Galaxy shall not transfer this franchise to any other person or entity without the prior approval of the Oconee County Council given in session, duly assembled.

SECTION 5. ORDINANCE AFFIRMED. All terms, conditions, provisions and requirements of Oconee County Ordinance 89-5 are

ATTEST:

Opal O. Green Council Clerk

hereby affirmed and shall continue in full force and effect.

SECTION 6. PUBLICATION AND COSTS. Galaxy shall assume the costs of publication of notice of this transfer of franchise to the extent required by law and the costs thereof is payable upon Galaxy's filing of acceptance as provided in Section 2 hereof.

SEPARABILITY. If any Section, subsection, SECTION 7. sentence, clause or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate and apart and such holding shall not affect the validity of any remaining portion hereof.

EFFECTIVE DATE. This Ordinance shall become SECTION 8. effective upon third and final reading.

APPROVED on first reading on the a vote ofNo.	day of October, 1995 by
	Norman D. Crain Supervisor-Chairman Oconee County Council
APPROVED on second reading on the 1995 by a vote ofYes to	
	Norman D. Crain Supervisor-Chairman Oconee County Council
APPROVED AND ADOPTED on thirdday of, 1995,	and final reading on the by a vote ofYes to
	Norman D. Crain Supervisor-Chairman Oconee County Council

Hear Mr. Haillard,

It is with regret that I must review my position with the Oconee County Economic Development Commission. I have genuinely enjoyed my experiences with all the Thembers, but feel that at this time, I must concentrate my efforts on the challenges before me. Rest asslired that I will be thinking of you and that you, Mr. Haillard, are a powere of inspiration and hope.

Sept. 24, 1995

Sept. 24, 1995



School District of Oconee County Administrative Offices

North College and East North Broad Streets, P.O. Box 649, Walhalla, SC 29691 • (803) 638-4000 • FAX (803) 638-4031

October 6, 1995

Mr. Norman Crain, Supervisor/Chairman Oconee County Council 208 Booker Drive Walhalla, SC 29691

Dear Norman:

The attached drawing showing Razorback Lane (S-397) is marked in red to indicate where the two new curb cuts are needed. Any assistance you can give us on the county accepting ownership of the road would be appreciated.

Sincerely,

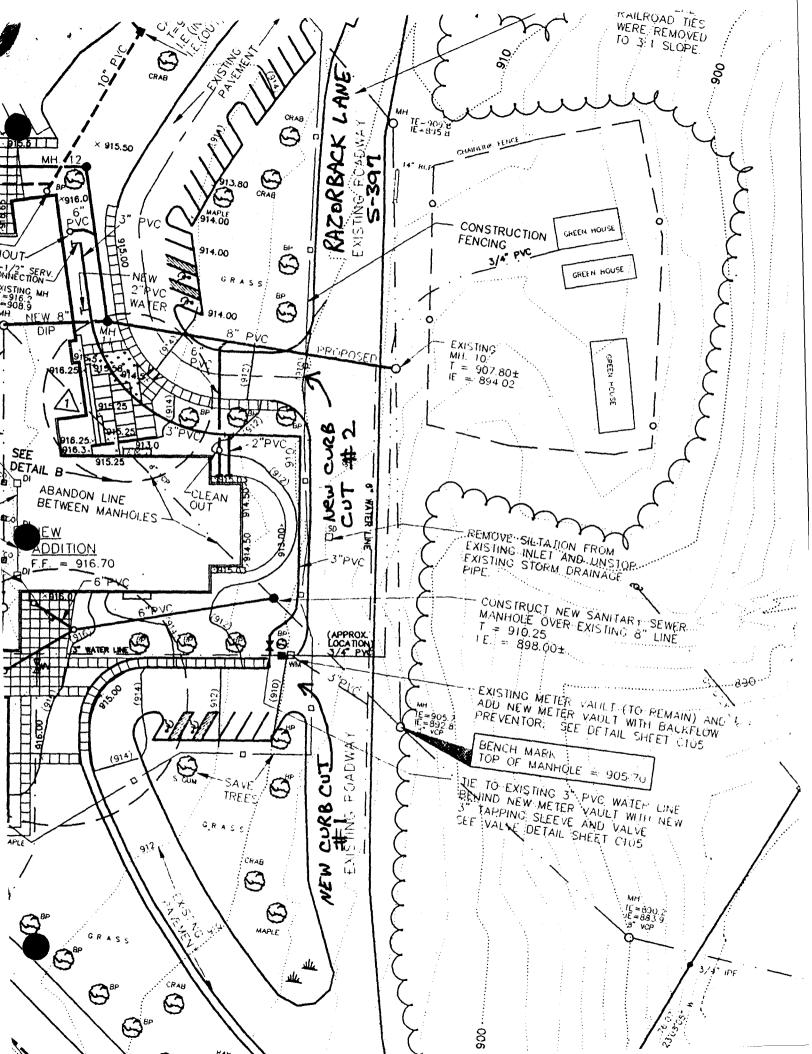
L. Clarence Towe

Assistant Superintendent/Operations

Attachment

cc: Buddy Herring, Superintendent

John Hostetler, Principal, Walhalla High School



# **Oconee County Council**

Mary Frances Burrell District One Post Office Box 53 Tamassee, SC 29686

> Harrison E. Orr District Two Post Office Box 1068 Walhalla, SC 29691

Harry R. Hamilton District Three 702 Quincy Road Seneca, SC 29678 Public Service Building 208 Booker Drive Walhalla. SC 29691 (803) 638-4244

Norman D. Crain Supervisor, Chairman 208 Booker Drive Walhalla, SC 29691 (803) 638-4242

Roy B. Strickland District Four 203 Isundega Street Westminster, SC 29693

Alton K. Williams District Five 901 Pine Grove Road Seneca, SC 29678

Timothy M. Cain County Attorney Post Office Box 698 October 18, 1995 Seneca, SC 29679

Mr. L. Clarence Towe, Assistant Superintendent/Operations School District of Oconee County Post Office Box 649 Walhalla, S.C.

Dear Mr. Towe:

On October 17, 1995 I presented your request concerning the County accepting ownership of Razorback Lane (S-397) to the Oconee County Council.

The County Council expressed a desire to assist the school with this matter but was reluctant because of potential safety and liability problems, to accept a road and allow curb cuts for new roads after the state highway had denied a similar request.

Therefore, the County Council voted unanimously to not accept the road into the county road system, but, if it is legal, to assist the school district in the maintenance of the roadway should the district accept it from the state.

If I can be of any further assistance in this matter or any other please do not hesitate to contact me.

With warm regards, I am

Norman D. Crain Supervisor-Chairman

Oconee County Council

NDC/bjs

County Council Members and Clerk Buddy Herring, Superintendent John Hostetler, Principal, Walhalla High School

# OCONEE COUNTY PURCHASING DEPARTMENT

Mailing: 208 Booker Drive Walhalla, S.C., 29691

201 West Main Street Walhalla, SC 29691

Punchasing Agent Manianne A. Dilland TO: Norman Crain

FROM: Marianne Dillard

DATE: October 24, 1995

On Monday, October 16th, Buddy Hawk brought me another list of roads that have experienced damaged pipes or shoulder damage from more recent heavy rains. He had originally reported only one pipe damaged back on September 13th, and had brought me a copy of the bid from Soil and Water where Tipton and Young Construction has been awarded placing rip rap at \$23.00 per ton (TS Jerry 01 contract). I issued a purchase order to Tipton and Young for \$1,250 based on the \$23/ton price they had successfully bid to Soil and Water.

On September 18th, Mr. Hawk informed me of a bad wash at the airport and another on Fawn Drive that urgently needed repairs. It was my recommendation to County Council that this work be awarded to Tipton and Young Construction and the formal bid procedure be waived based on previously awarded contracts. This was approved and a change order was issued in the amount of \$21,950.

The list of roads Mr. Hawk submitted on October 16 was from damage sustained during Hurricane Opal; however, there was not enough wide-spread damage in Oconee County from "Opal" to qualify Soil and Water for another contract. I understand that there is also an urgency in getting these roads repaired, and that Tipton and Young has again agreed to offer the County the same price of \$23/ton. In view of the circumstances, I again will make the recommendation that the formal bid procedure be waived in accordance with the Purchasing Manual, number 2 on page 8.

Hopefully, this will be the last of the pipe repairs and replacements.

Telephone (803)638-4141 /mad

Fax (803)638-4142

# OCONEE COUNTY RURAL FIRE CONTROL

208 Booker Drive Walhalla, South Carolina 29691 Telephone: (803) 638-4220

nk Broach District 3

James McMahan District 2

Billy Lee



Dewitt D. Mize County Fire Marshall Home: 972-3989 Charles Chalmers
District 1

Bobby Williams District 4

Harry Tollison District 5

# MEMORANDUM

TO: Norman D. Crain, Supervisor

**County Council** 

FROM: Rural Fire Commission Board

**DATE: October 12, 1995** 

SUBJECT: COMMISSIONERS SALARY

We, the members of the Oconee Rural Fire Commission Board, respectfully request the salaries of commission members be raised from \$100.00 per year to \$300.00 a year.

Thank you for your consideration of this matter.

a Oppos wilkens

Charles y Cholmen

