

A G E N D A

OCONEE COUNTY COUNCIL MEETING

TUESDAY, MAY 21, 1996

3:00 PM

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Presentation of Request for Funding for New Office Space for the SC Appalachian Council of Governments Building - Mr. Robert Strother, Executive Director
5. Presentation of Height Limitation Ordinance (Ordinance 96-7) - Mr. Tommy Abbott, Planning Commission Chairman
6. Presentation of Jobs Training Planning for 1996 Program Year - Ms. Julia McLellan
7. Consideration of:
 - (a) Proposed 1996-97 Budget for Oconee County Sewer Commission
 - (b) Reimbursement of Environmental Fees - Mr. Howard Adams, Chairman, Mr. Lamar Bailes, Finance Chairman & Mr. Robert Winchester, Superintendent, Sewer Commission
8. Approval of Resolution 96-28, "A RESOLUTION REGARDING OCONEE COUNTY, SOUTH CAROLINA POLLUTION CONTROL REVENUE REFUNDING BONDS (ENGELHARD CORPORATION PROJECT), SERIES 1996
9. Third & Final Reading of Ordinance 95-11, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BY OCONEE COUNTY, SOUTH CAROLINA WITH BORG-WARNER AUTOMOTIVE POWERTRAIN SYSTEMS CORPORATION PROJECT; THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS RELATING TO THE EXECUTION OF THE AFORESAID LEASE AND THE COUNTY SECURING THE LEASE AND PRESCRIBING MATTERS RELATED THERETO" - Mr. Wesley Crum/Ms. Kathy McKinney, Bond Counsel

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10. Third & Final Reading of Ordinance 95-12, "AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF OCONEE COUNTY, SOUTH CAROLINA, SPECIAL SOURCE REVENUE BOND; PRESCRIBING THE FORM OF BONDS; LIMITING THE PAYMENT OF THE BONDS SOLELY FROM CERTAIN REVENUES DERIVED FROM THE PAYMENT OF FEES IN LIEU OF TAX FROM THE PROPERTIES LOCATED IN THE OCONEE COUNTY AND COUNTY JOINT COUNTY INDUSTRIAL/BUSINESS PARK AND PLEDGING CERTAIN REVENUES TO SUCH PAYMENT; CREATING CERTAIN FUNDS AND PROVIDING FOR PAYMENTS INTO SUCH FUNDS; AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING" - Mr. Wesley Crum/Ms. Kathy Mckinney, Bond Counsel
11. Third & Final Reading of Ordinance 95-13, "FIRST SUPPLEMENTAL ORDINANCE 95-13 TO MASTER ORDINANCE 95-12" - Mr. Wesley Crum/Ms. Kathy McKinney, Bond Counsel
12. Second Reading of Ordinance 96-5, "AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF TWO MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$2,800,000) OCONEE COUNTY, SOUTH CAROLINA, GENERAL OBLIGATION BONDS, SERIES 1996; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO" (Tri County Technical College) - Mr. Wesley Crum/Ms. Kathy McKinney, Bond Counsel
13. Consideration of Lease Agreement Between the United States Forestry and Oconee County for a Service Truck for Oakway Fire Department - Mr. Dewitt Mize, Rural Fire Marshal
14. Consideration of Request for Contingency Funds to Replace the Septic Tank and Drain Field as well as Electrical Repairs at Chau Ram Camp Ground - Mr. Alex James, PRT Director
15. Third & Final Reading of Ordinance 96-4 , "1996-97 SUPPLEMENTAL APPROPRIATIONS ORDINANCE"
16. Consideration of:
 - (a) Bid for Stationary Jaw
 - (b) Renewal of Drilling & Blasting Contract - Mr. Tommy Crumpton, Rock Crusher Director & Ms. Marianne Dillard, Purchasing Agent

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17. Consideration of Bids for Food Service for Law Enforcement Center - Mr. Bob Busch, LEC Director & Ms. Marianne Dillard, Purchasing Agent
18. Possible Consideration of Bids for Group Health Insurance - Ms. Marianne Dillard, Purchasing Agent
19. Consideration of Road Paving Bids - Mr. Norman D. Crain, Supervisor
20. Presentation of Proposed 1996-97 Oconee County Budget (Ordinance 96-6) - Mr. Norman D. Crain, Supervisor-Chairman
21. Old Business
22. New Business
23. Adjourn

2:00 pm Road Committee Meeting for the purpose of discussing several roadways that have been looked at but no recommendation has been made on at this time.

Old & New Business will be discussed as necessary.

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, May 21, 1996 at 3:00 pm in Council Chambers with all Council Members except Mr. Strickland 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, & SC Black Media Group.

Press

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

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

Call to Order

The invocation was given by Mr. Hamilton.

Invocation

Mr. Orr made a motion, seconded by Mr. Williams, approved 3 - 0 (Ms. Burrell abstaining) that the minutes of the May 7, 1996 meeting be approved with the correction of the school funding request to \$30,233,080 of which \$3,849,994 is new funding.

Minutes

Mr. Robert Strother, Executive Director, SC Appalachian Council of Governments presented the attached request for funding in the amount of \$54,650 for a new facility to Council. Mr. Hamilton stated he endorsed the concept of a new facility for COG.

SCACOG

Mr. Tommy Abbott, Chairman Planning Commission, presented Ordinance 96-7, "OCONEE COUNTY HEIGHT LIMITATION ORDINANCE" to Council for consideration. Mr. Abbott stated the draft ordinance had been approved by the Federal Aviation Administration & the SC Department of Commerce, Division of Aeronautics.

Ord. 96-7

However, upon recommendation of Mr. Cain, County Attorney, Council postponed adoption of this ordinance until the Comprehensive Land Use Plan is adopted on third and final reading.

Ms. Julia McLellan, PIC Council, gave Council an overview of the jobs training plans for July 1, 1996 through June 30, 1997 as per the attached.

PIC

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Mr. Orr made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Mr. Strickland absent) that the plan be adopted upon approval of the County Attorney.

**PIC
Con'td**

Ms. Burrell made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Strickland absent) that the attached proposed 1996-97 Sewer Commission budget presented to Council by Mr. Howard Adams, Chairman and Mr. Robert Winchester, Superintendent be accepted as information.

**Sewer
Budget**

Upon request of Mr. Adams & Mr. Winchester, Mr. Hamilton made a motion, seconded by Ms. Burrell, approved 4 - 0 (Mr. Strickland absent) that \$4,000 in environmental fines paid to the county by SC Department of Health & Environmental Control be paid to the Sewer Commission.

**Sewer
(DHEC
Fines)**

Ms. Burrell made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Strickland absent) that Resolution 96-28, "A RESOLUTION REGARDING OCONEE COUNTY, SOUTH CAROLINA POLLUTION CONTROL REVENUE REFUNDING BONDS (ENGELHARD CORPORATION PROJECT), SERIES 1996" be adopted on first and final reading contingent upon approval of bond counsel.

Res. 96-28

Mr. Orr made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Strickland absent) that third and final reading of Ordinance 95-11, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BY OCONEE COUNTY, SOUTH CAROLINA WITH BORG-WARNER AUTOMOTIVE POWERTRAIN SYSTEMS CORPORATION PROJECT; THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS RELATING TO THE EXECUTION OF THE AFORESAID LEASE AND THE COUNTY SECURING THE LEASE AND PRESCRIBING MATTERS RELATED THERETO" third and final reading of Ordinance 95-12, "AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF OCONEE COUNTY, SOUTH CAROLINA, SPECIAL SOURCE REVENUE BOND; PRESCRIBING THE FORM OF BONDS; LIMITING THE PAYMENT OF THE BONDS SOLELY FROM CERTAIN REVENUES DERIVED FROM THE PAYMENT OF FEES IN LIEU OF TAX FROM THE PROPERTIES LOCATED IN THE OCONEE COUNTY AND COUNTY JOINT COUNTY INDUSTRIAL/BUSINESS PARK AND PLEDGING CERTAIN REVENUES TO SUCH PAYMENT; CREATING CERTAIN FUNDS AND PROVIDING COUNTY JOINT COUNTY INDUSTRIAL/BUSINESS PARK AND PLEDGING CERTAIN REVENUES TO SUCH PAYMENT; CREATING CERTAIN FUNDS AND PROVIDING FOR PAYMENTS INTO SUCH FUNDS; AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING" and third and final reading of Ordinance 95-13, "FIRST SUPPLEMENTAL ORDINANCE 95-13, TO MASTER ORDINANCE 95-12" be delayed until all the information is received regarding these ordinances.

**Ord. 95-11
Ord. 95-12
Ord. 95-13**

Mr. Hamilton made a motion, seconded by Ms. Burrell, approved 4 - 0 (Mr. Strickland absent) that Ordinance 95-6, "AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF TWO MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$2,800,000) OCONEE COUNTY, SOUTH CAROLINA, GENERAL OBLIGATION BONDS, SERIES 1996; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO" (TRI COUNTY TECHNICAL COLLEGE) be adopted on second reading.

Ord. 96-5

Upon request of Mr. Dewitt Mize, Rural Fire Marshal, Mr. Williams made a motion, seconded by Mr. Orr, approved 4 - 0 (Mr. Strickland absent) that the attached Memorandum of Agreement between Oconee County and the South Carolina Forestry Commission for a 1978 truck van, serial number F37HHD3065 to be used by the Oakway Fire Department with the county providing insurance, tires, batteries, etc. be adopted.

Rural
Fire

Also upon request of Mr. Mize, Mr. Orr made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Mr. Strickland absent) that a 1977 Chevrolet truck purchased by Cross Roads Fire Department be titled to Oconee County and leased back to Cross Roads.

Upon request of Mr. Alex James, PRT Director, Mr. Orr made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Strickland absent) that \$4,800 be taken from contingency and placed in line item 10 018 00150 00022 to replace the septic tank and drain field as well as electrical repairs at Chau Ram camp ground.

PRT
(Cont'cy

Mr. Williams made a motion, seconded by Mr. Orr, approved 4 - 0 (Mr. Strickland absent) that Ordinance 96-4, 1995-96 SUPPLEMENTAL APPROPRIATIONS ORDINANCE" be adopted on third and final reading.

Ord. 96-4

Upon recommendation of Mr. Tommy Crumpton, Rock Crusher Director, & Ms. Marianne Dillard, Purchasing Agent, Mr. Orr made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Strickland absent) that the bid for the stationary jaw at the Rock Crusher be awarded to Interstate Equipment Co. who was low bid at \$5,241. (See attached bid sheet)

Rock
Crusher

Also, upon recommendation of Mr. Crumpton & Ms. Dillard, Ms. Burrell made a motion, seconded by Mr. Orr, approved 4 - 0 (Mr. Strickland absent) that the contract with Piedmont Explosives, Inc. for drilling and blasting at the Rock Crusher be renewed at \$.44 per ton. (See attached contract)

Further, upon request of Mr. Crumpton, Mr. Orr made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Strickland absent) that \$9,287 be taken from contingency and placed in line item 17 012 00200 02054 to repair the Gyrasphere Crusher. (See attached request)

**Rock
Crusher
(Cont'cy)**

Upon recommendation of Mr. Bob Busch, LEC Director & Ms. Dillard, Mr. Hamilton made a motion, seconded by Ms. Burrell, approved 4 - 0 that the bid for food at the Law Enforcement Center be awarded on a low bid per item basis as follows: (See attached bid sheet)

LEC

Milton's FoodService	\$ 6,403.83
PYA/Monarch	5,020.73
Institution Food House	4,712.10
Bell/Sysco	5,238.98
Southeastern Paper	352.23
TOTAL	\$21,727.87

Upon recommendation of Ms. Dillard, Mr. Orr made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Mr. Strickland absent) that the bid for health insurance for fiscal year 1996-97 be awarded to Carolina Benefit Administrators who was low bid at \$1,010,387.16. (See attached bid sheet)

**Health
Insurance**

Upon recommendation of Mr. Crain, Mr. Clyde Mosely, Road Foreman, & Ms. Dillard, Mr. Williams made a motion, seconded by Mr. Orr, approved 4 - 0 (Mr. Strickland absent) that the bid for road paving for fiscal year 1995-96 be awarded to Sloan Construction Co. Inc./Tugalo Division who was the only responsive bidder at a total of \$1,043,960 for new work to be done and \$37.49 per ton for overlay of roads. (See attached bid sheet and listing of proposed roadways to be paved/overlayed this year)

Road Pave

Mr. Crain presented the attached proposed 1996-97 budget (Ordinance 96-6) to Council.

Ord. 96-6

Mr. Williams made a motion, seconded by Mr. Orr, approved 4 - 0 (Mr. Strickland absent) that Ordinance 96-6, 1996-97 "OCONEE COUNTY BUDGET ORDINANCE" be adopted on first reading in title only.

Ord. 96-6

Mr. Orr, Chairman, Roads & Transportation Committee, asked the County Attorney to send correspondence to the SC Department of Transportation and copy the Delegation and C Fund Committee regarding a preliminary engineering study for a cost estimate to replace the bridge on Radio Station Roadway to SC Department of Transportation regulations.

Roads

Mr. Cain, County Attorney, assured Council they would receive the two (2) opinions he had rendered regarded Oak Valley Farms Roadway.

Mr. Hamilton agreed to speak to one of the property owners on Deerwood Lane regarding a right-of-way at the entrance of the roadway.

Council was also informed that Triangle Drive is on the listing to be recapped this year.

Mr. Cain agreed to call Daniel Day, Attorney, regarding Greenbriar restrictions and the court order for the county not to provide road maintenance in the subdivision.

Council was informed the county had been unable to obtain a right-of-way on Keowee-Turtlehead Roadway.

Mr. Cain informed Council that the court order required that the citizen who had requested the county abandon Ivester Roadway to construct a cul-de-sac at the end of county maintenance.

Ms. Burrell made a motion, seconded by Mr. Orr, approved 4 - 0 (Mr. Strickland absent) that Mr. Tim Hall, III be appointed to represent District I on the Solid Waste Commission with his term commencing immediately and expiring December 31, 1999.

**Solid Waste
Appt.**

Mr. Crain appointed Mr. Orr & Ms. Burrell to represent Council on the Oconee Business-Education Partnership Committee. (See attached request)

OBEP

Council agreed by consensus that the Council Clerk be allowed to seek individuals to represent Oconee County on the Stormwater Task Force. (See attached request)

**Upstate
Roundtable**

Mr. Hamilton made a motion, seconded by Ms. Burrell, defeated 3 - 1 (Mr. Hamilton voting affirmative) that \$2,500 be invested in the SC Appalachian Regional Economic Development Information System. (See attached request)

EDIS

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Mr. Crain asked for, but received no volunteers to serve on the Carolina Heritage Corridor Region One Board. (See attached request)

**Carolina
Heritage**

The Budget & Finance Committee scheduled a meeting Tuesday, May 28, 1996 at 6:00 pm in Council Chambers to discuss the proposed 1996-97 budget ordinance.

**Budget
Meets**

The Budget & Finance Committee scheduled budget appeals Monday, June 3, 1996 at 8:30 am in Council Chambers.

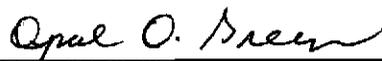
Council deemed it appropriate to wait until the next meeting to schedule a public hearing regarding the comprehensive land use ordinance.

**Public
Hearing**

Adjourn: 6:50 pm

Adjourn

Submitted By:


Opal O. Green, Clerk
Oconee County Council

Reviewed By:

Norman D. Crain
Supervisor-Chairman
Oconee County Council

DRAFT

CLEMSON-OCONEE COUNTY AIRPORT

HEIGHT LIMITATION ORDINANCE

OCONEE COUNTY, SOUTH CAROLINA

Prepared by:

Talbert & Bright, Inc.
and
Holland Consulting Planners, Inc.

May, 1996

CLEMSON-OCONEE COUNTY AIRPORT
HEIGHT LIMITATION ORDINANCE

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**CLEMSON-OCONEE COUNTY AIRPORT
HEIGHT LIMITATION ORDINANCE
OCONEE COUNTY, SOUTH CAROLINA**

INTRODUCTION

ENACTMENT:

AN ORDINANCE ESTABLISHING AIRPORT-RELATED HEIGHT LIMITATION REGULATIONS FOR CERTAIN AREAS OF OCONEE COUNTY, SOUTH CAROLINA, AND PROVIDING FOR THE ADMINISTRATION, ENFORCEMENT, AND AMENDMENT THEREOF, IN ACCORDANCE WITH THE PROVISIONS OF TITLE 6, CHAPTER 7, ARTICLE 9, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED.

PREAMBLE:

WHEREAS, the South Carolina Code empowers Oconee County to enact a Height Limitation Ordinance and to provide for its administration, enforcement, and amendment, and

WHEREAS, the County Council deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the County to enact such an Ordinance, and

WHEREAS, the County Council have appointed a Planning Commission to recommend the boundaries of the various original districts and appropriate regulations to be enforced therein, and

WHEREAS, airport hazards endanger the lives and property of users of airports and occupants and owners of property in their vicinity, and

WHEREAS, the creation or establishment of an airport hazard injures the community served by the airport in question, and

WHEREAS, in the interest of the public health, safety and general welfare, it is necessary that the creation or establishment of airport hazards be prevented, and

WHEREAS, the prevention of these obstructions should be accomplished, to the extent legally possible, by the exercise of police power without compensation, and

WHEREAS, the Planning Commission has given reasonable consideration, among other things, to the character of the district and its peculiar suitability for particular uses, with a view to preventing airport hazards and protecting public interests, and

WHEREAS, the Planning Commission has submitted its final report to the County Council, and

WHEREAS, the County Council has given due public notice of hearings relating to the height limitation regulations and restrictions, and have held such public hearings, and

WHEREAS, all requirements of the South Carolina Code with regard to actions of the Oconee County Council have been met;

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

SECTION 1.0 GENERAL

1.1. Authority

The provisions of this Ordinance are adopted under authority granted by the General Assembly of the State of South Carolina.

1.2. Jurisdiction

The regulations set forth in this Ordinance shall be applicable within the area as shown on the Official Clemson-Oconee County Airport Height Limitation Ordinance Map.

1.3. Conflict With Other Ordinances

In case of conflict between this ordinance or any part thereof, and the whole or part of any existing or future ordinance of Oconee County, the most restrictive shall in all cases apply.

1.4 Validity

If any section, clause, provision or portion of this ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this ordinance which is not of itself invalid or unconstitutional, and the remainder of the provisions hereof shall remain in full force and effect.

1.5 Development in Progress

On the date this ordinance becomes effective, any development project which either has plans under review by a public regulatory agency, or which can substantiate that significant development planning is in progress, is exempt from the provisions of this ordinance – except for any project which constitutes a public nuisance and/or any project which constitutes a hazard to the safe operation of the Clemson-Oconee County Airport, to include but not be limited to airspace obstructions.

Work performed by professionals such as land planners, architects, engineers, surveyors, attorneys, and other professionals, together with expenditures of substantial funds within the previous twelve (12) months for such services for the development project, as evidenced by plats, engineering drawings, physical location or relocation of service facilities (such as water and sewer), etc., shall constitute significant development planning is in progress. If the completion of any such

project is not diligently pursued in a timely manner and substantial funds have not been expended in reliance upon the "Grandfathered" status, the Planning Commission may revoke the project's "Grandfathered" status.

The Planning Commission shall determine each petition for exempt status on a case-by-case basis. The completion of a project shall be deemed not to be diligently pursued if no additional activity of a development planning nature can be shown for a period of twelve successive months following the granting of the building permit.

If projects which desire "Grandfather" status are not submitted for review by the Planning Commission within twelve (12) months after the date of adoption of this ordinance, said projects shall lose their eligibility for "Grandfather" status.

1.6. Title

This Ordinance shall be known as the Clemson-Oconee County Airport Height Limitation Ordinance, and may be cited as the Height Ordinance.

1.7 Effective Date

This ordinance shall take effect and be in force on the date of enactment by the Oconee County Council.

Date of First Reading: _____

Date of Second Reading: _____

Date of Final Reading: _____

_____, Supervisor
Name

ATTEST: _____
Name, Clerk

SECTION 2.0 DEFINITIONS

2.1. General

For the purpose of this Ordinance certain terms or words used herein shall be interpreted as follows.

2.2. Tense and Number

- (1) The present tense includes the future tense and the future tense includes the present tense.
- (2) The singular number includes the plural number and the plural number includes the singular number.

2.3. Word Interpretations

- (1) The word "may" is permissive.
- (2) The words "shall" and "will" are mandatory.
- (3) The word "County" shall mean the County of Oconee, South Carolina.
- (4) The words "Planning Commission" shall mean the Oconee County Planning Commission.
- (5) The words "County Council" shall mean County Council of Oconee County, South Carolina.
- (6) The word "person" includes a firm, association, organization, partnership, trust, company, or corporation as well as an individual.
- (7) The words "used" or "occupied" include the words intended, designed, or arranged to be used or occupied.
- (8) The word "lot" includes the words plat or parcel.

2.4. Definitions

- (1) Airport: means anyplace where aircraft can land and take off.
- (2) Airport Elevation: means the highest point of an airport's usable landing area measured in feet from sea level.

- (3) Airport Height Restriction Districts: The definitions of these districts are set forth in Section 3.0 of this Ordinance.
- (4) Airport, Public: the Clemson-Oconee County Airport.
- (5) Airport, Private: any privately owned and operated airport.
- (6) Approach Surface: means a surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the airport height restriction districts limitations set forth in Section 3.2. of this Ordinance. In plan view the perimeter of the approach surface coincides with the perimeter of the airport district.
- (7) Assessor's Office: means the administrative agency which has been designated by the Oconee County Council to administer the Height Ordinance regulations.
- (8) Conical District: means slopes twenty (20) feet outward for each foot upward beginning at the periphery of the horizontal district and at one hundred fifty (150) feet above the airport elevation and extending to a height of three hundred fifty (350) feet above the airport elevation, or at a height of one thousand two hundred forty-two (1,242) feet above mean sea level.
- (9) Construction: means the erection or alteration of any structure either of a permanent or temporary character.
- (10) Excepted Height Limitations: means nothing in this Ordinance shall be construed as prohibiting the construction or maintenance of any structure, or growth of any tree to a height up to fifty (50) feet above the surface of the land.
- (11) Height: means the overall height of a structure, including any appurtenance thereon, and for the purpose of determining the height limitations set forth herein, the datum shall be mean sea level elevation unless otherwise specified.
- (12) Horizontal District: means a horizontal plane one hundred fifty (150) feet above the established airport elevation or at a height of one thousand forty-two (1,042) feet above mean sea level, the perimeter of which in plane coincides with the perimeter of the horizontal district.
- (13) Lot: means the least fractional part of subdivided lands, which have been duly recorded, having fixed boundaries, an assigned number, letter, or other name through which it may be identified.

- (14) Nonconforming Use: means any structure, growth or use of land which was lawfully in existence prior to the enactment of the regulations and which does not conform to these regulations.
- (15) Non-precision Instrument Runway: means a runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in non-precision instrument approach procedure has been approved or planned.
- (16) Obstruction: means any structure, growth, or other object, including a mobile object, which exceeds a limiting height set forth in Section 3.3. of this Ordinance.
- (17) Precision Instrument Runway: RESERVED.
- (18) Primary Surface: means a surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends two hundred (200) feet beyond each end of that runway; for military runways or when the runway has no specially prepared hard surface, or planned hard surface, the primary surface ends at each end of that runway. The width of the primary surface is set forth in Section 3.0 of this Ordinance. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.
- (19) Runway: means a defined area on an airport prepared for landing and take-off of aircraft along its length.
- (20) Structure: means any object constructed or installed by man, including but not limited to buildings, towers, smokestacks, utility poles, and overhead transmission lines.
- (21) Transitional Surfaces: means surfaces extended outward at ninety (90°) degree angles to the runway centerline and the runway centerline extended at a slope of seven (7) feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces. Transitional surfaces for those portions of the precision approach surfaces, which project through and beyond the limits of the conical surface, extend a distance of five thousand (5,000) feet measured seven (7) feet outward for each foot upward beginning at the sides of and at the same elevation as the approach surface, and extending a horizontal distance of five thousand (5,000) feet measured at ninety (90°) degree angles to the extended runway centerline.
- (22) Utility Runway: means a runway that is constructed for and intended to be used by propeller driven aircraft of twelve thousand five hundred (12,500) pounds maximum gross weight and less.

SECTION 3.0 HEIGHT RESTRICTIONS

3.1. General

Notwithstanding any other provisions of this Ordinance, no structure may be built or vegetation allowed to grow within any district established by this Ordinance which in any way endangers or interferes with the landing, takeoff, or maneuvering of aircraft intending to use the airport. The height restrictions for the individual districts shall be those planes delineated as surfaces in Part 77.25, Subchapter E (Airspace), of Title 14 of the Code of Federal Regulations, or in successor federal regulations.

3.2. Airport Height Restriction Districts

In order to carry out the provisions of this Ordinance, there are hereby created and established certain districts which include all of the land lying beneath the approach surfaces, transitional surfaces, horizontal surfaces, and conical surfaces as they apply to Clemson-Oconee County Airport. Such districts are shown on the Clemson-Oconee County Airport Height Limitation Map consisting of one (1) sheet, prepared by Talbert & Bright, Inc., and dated March, 1994, which, together with all explanatory matter thereon, is by reference made a part of this Ordinance. A lot located in more than one (1) of the following districts is considered to be only in the district with the more restrictive height limitation. The various height restriction districts are hereby established and defined as follows:

- (1) Visual Approach District (Runway 25): The inner edge of this district coincides with the width of the primary surface and is five hundred (500) feet wide. The approach district expands outward uniformly to a width of one thousand five hundred (1,500) feet at a horizontal distance of five thousand (5,000) feet from the primary surface. Its centerline is the continuation of the centerline of the runway.
- (2) Non-precision Instrument Approach District (Runway 7): The inner edge of this approach district coincides with the width of the primary surface and is five hundred (500) feet wide. The approach district expands outward uniformly to a width of three thousand five hundred (3,500) feet at a horizontal distance of ten thousand (10,000) feet from the primary surface. Its centerline is the continuation of the centerline of the runway.
- (3) Transitional Districts: The transitional districts are the areas beneath the transitional surfaces.
- (4) Horizontal District: The horizontal district is established by swinging arcs of ten thousand (10,000) feet radii for all runways designated instrument or visual from the center of each end of the primary surface of each runway and

connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal district does not include the approach and transitional districts.

- (5) Conical District: The conical district is established as the area that commences at the periphery of the horizontal district and extends outward from the horizontal district at a slope of twenty (20) to one (1) for a distance of four thousand (4,000) feet.

3.3. Airport Height District Restrictions

Except as otherwise provided in this Ordinance, no structure shall be erected, altered, or maintained, and no tree or other vegetation shall be allowed to grow in any district created by this Ordinance to a height in excess of the applicable height limit herein established for such district. Such applicable height limitations are hereby established for each of the districts in question as follows:

- (1) Visual Approach District (Runway 25): Slopes twenty (20) feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of five thousand (5,000) feet along the extended runway centerline.
- (2) Non-precision Instrument Approach District (Runway 7): Slopes thirty-four (34) feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of ten thousand (10,000) feet along the extended runway centerline.
- (3) Transitional District: Slopes seven (7) feet outward for each foot upward beginning at the sides of and at the same elevation as the primary surface and the approach surface, and extending to a height of one hundred fifty (150) feet above the airport elevation, which is eight hundred ninety-two (892) feet above mean sea level. In addition to the foregoing, there are established height limits sloping seven (7) feet outward for each foot upward beginning at the sides of and at the same elevation as the approach surface, and extending to where they intersect the conical surface.
- (4) Horizontal District: Established at one hundred fifty (150) feet above the airport elevation or at a height of one thousand forty-two (1,042) feet above mean sea level.
- (5) Conical District: Slopes twenty (20) feet outward for each foot upward beginning at the periphery of the horizontal district and at one hundred fifty (150) feet above the airport elevation and extending to a height of three hundred fifty (350) feet above the airport elevation, one thousand two hundred forty-two (1,242) feet above mean sea level.

- (6) Excepted Height Limitations: Nothing in this Ordinance shall be construed as prohibiting the construction or maintenance of any structure, or growth of any tree or other vegetation to a height up to fifty (50) feet above the surface of the land.
- (7) Private airports are prohibited.

SECTION 4.0 NONCONFORMING SITUATIONS

4.1. General

After the effective date of this Ordinance, structures which would be prohibited under the regulations of this Ordinance and which were existing prior to the effective date of this Ordinance, shall be considered as nonconforming. It is the intent of this Ordinance to permit these nonconformities to continue until they are removed, but not to encourage their continual use. Nonconforming structures may be continued provided they conform to the provisions of this Ordinance.

4.2. Definitions

Unless the context clearly indicates otherwise, the terms defined below are used in this article in the following manner:

- (1) Nonconforming Situation: means a situation that occurs when, on the effective date of this Ordinance or any amendment hereto, an existing structure does not conform to one (1) or more of the regulations applicable to the height restriction zone in which the structure is located.
- (2) Nonconforming Building or Structure (Dimensional Nonconformity): means a nonconforming situation that occurs when the height of a building does not conform to the regulations applicable to the height restriction zone in which the property is located.
- (3) Nonconforming Project: means any structure that is incomplete at the effective date of this Ordinance and would be inconsistent with any regulation applicable to the height restriction zone in which it is located if completed as proposed or planned.

4.3. Completion of Nonconforming Projects

The construction or erection of any nonconforming project may be completed provided:

- (1) All construction is done pursuant to a validly issued building permit.

4.4. Extension or Enlargement of Nonconforming Situations

4.4.a. Except as specifically provided in this subsection, it shall be unlawful for any person to engage in any activity that causes an increase in the extent of nonconformity of a nonconforming situation.

- 4.4.b. Physical alteration of structures or the placement of new structures on open land are unlawful if they result in greater nonconformity with respect to height limitations.
- 4.4.c. Minor repairs to and routine maintenance of structures where nonconforming situations exist are permitted and encouraged.
- 4.4.d. A structure that is nonconforming in any respect or a structure that is used in a nonconforming manner may be reconstructed or replaced if partially or totally destroyed, subject to the following restrictions:
- (1) A letter of intent is received by the Assessor's Office within six (6) months from the time of such destruction;
 - (2) A building permit is obtained from the Assessor's Office with one (1) year from the time the damage or destruction took place;
 - (3) The reconstructed building shall eliminate height limitation nonconformities if that can reasonably be accomplished without unduly burdening the reconstruction process or limiting the right to continue the nonconforming use of such building.
 - (4) The cost of reconstruction is less than eighty (80%) percent of the assessed tax value of the structure.
- 4.4.e. Whenever the Assessor's Office determines that a nonconforming structure has been more than eighty (80%) percent torn down, or a tree or other vegetation is physically deteriorated or decayed, no permit shall be granted that would allow such structure or tree or other vegetation to exceed the applicable height limits as specified in Section 3.

4.5. Marking and Lighting

Notwithstanding the preceding provisions of this Section, the owner of any existing nonconforming structure or tree or other vegetation is hereby required to permit the installation, operation, and maintenance thereon of such markers and lights as shall be deemed necessary by the Clemson-Oconee County Airport Manager to indicate to the operators of aircraft in the vicinity of the airport the presence of such airport obstruction. Such markers and lights shall be installed, operated, and maintained at the expense of the Clemson-Oconee County Airport.

**SECTION 5.0 ADMINISTRATION, ENFORCEMENT, APPEAL
COMPLAINTS AND REMEDIES**

5.1. Administration and Enforcement

The Oconee County Council shall fund sufficient personnel to administer and enforce the provisions of this ordinance. If the Assessor's Office shall find that any of the provisions of this ordinance are being violated, the Assessor's Office shall notify in writing the person responsible for such violations, indicating the nature of the violation and ordering the action necessary to correct it. He shall order discontinuance of illegal buildings or structures; removal of illegal buildings or structures or of illegal additions, alterations, or structural changes; discontinuance of any illegal work being done; or shall take any other action authorized by this ordinance to ensure compliance with or to prevent violation of its provisions.

5.2. Building Permits Required

No building, mobile home, or other structure shall be erected, located, moved, added to, or structurally altered without a Certificate of Ordinance Compliance therefor issued by the Assessor's Office. No building or other structure permit shall be approved by the Assessor's Office except in conformity with the provisions of this ordinance, unless he is so directed by the Board of Appeals as provided by this ordinance. No building permit issued under the provisions of this ordinance for construction in the jurisdictional area of this ordinance shall be considered valid unless approved by the Assessor's Office through a Certificate of Ordinance Compliance.

5.3 Application for Building Permit

5.3.a. All applications for building permits shall be accompanied by sufficient information to allow the Assessor's Office to determine conformance with and provide for the enforcement of this ordinance.

5.3.b. One (1) copy of the plans and/or other information presented shall be returned to the applicant by the Assessor's Office after he shall have marked such copy either as approved or disapproved and attested to the same by his signature on such copy. The original copy of the plans, similarly marked, shall be retained by the Assessor's Office.

5.4 Certificate of Ordinance Compliance for New, Altered, or Nonconforming Structures

5.4.a. It shall be unlawful to use, occupy, or permit the use or occupancy of any structure, building, or premises, or all or parts thereof hereafter created, erected, changed, converted, or wholly or partly altered or enlarged in its structure until a Certificate of Ordinance Compliance shall have been issued therefor by the Assessor's Office stating that the proposed structure, building, or land conforms to the requirements of this ordinance.

5.4.b. Failure to obtain a Certificate of Ordinance Compliance shall be a violation of this ordinance, and punishable under Section 5.9 of this ordinance.

5.5 Expiration of Building Permit

If the work described in any building permit has not begun six (6) months from the date of issuance thereof, said permit shall expire; it shall be canceled by the Assessor's Office. Permit extensions may be issued by the Assessor's Office.

5.6 Complaints Regarding Violations and Remedies

Whenever a violation of this ordinance occurs, or is alleged to have occurred, any person may file written complaint. Such complaint, stating fully the causes and basis thereof, shall be filed with the Assessor's Office. The Assessor's Office shall record properly such complaint, immediately investigate, and take whatever action is necessary to assure compliance with the ordinance.

5.7 Remedies

In case any building or structure is proposed to be, or is erected, constructed, reconstructed, altered, maintained; or any land is proposed to be, or is used in violation of this ordinance, the Oconee County Attorney, or any other person aggrieved may, in addition to other remedies provided by law, institute an injunction, abatement, or any other appropriate action or proceeding to prevent, enjoin, abate, or remove such unlawful erection, construction, reconstruction, alteration, maintenance, or use.

5.8 Penalties for Violation

Any person violating any provisions of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be imprisoned for a period not to exceed thirty (30) days and/or fined not more than two hundred (\$200.00) dollars for each offense. Each day such violation continues shall constitute a separate offense.

Nothing herein contained shall prevent the county from taking such other lawful action as is necessary to prevent or remedy any violation.

5.9 Appeal from the Decision of the Assessor's Office

It is the intention of this ordinance that all questions arising in connection with the enforcement of the ordinance shall be presented first to the Assessor's Office and that such questions shall be presented to the Board of Appeals only on appeal from the decision of the Assessor's Office as provided for in Section 6.0.

SECTION 6.0 BOARD OF APPEALS

6.1 Establishment of Board of Appeals

A Board of Appeals is hereby established. Said board shall consist of seven (7) members, who shall be citizens of Oconee County, and shall be appointed by the County Council for overlapping terms of not less than three (3) years nor more than five (5) years or thereafter until their successors are appointed. Initial appointment shall be as follows: Two (2) members for a term of three (3) years, three (3) members for a term of four (4) years, and two (2) members for a term of five (5) years. Any vacancy in the membership shall be filled for the unexpired term in the same manner as the initial appointment. Members shall serve without pay but may be reimbursed for any expenses incurred while representing the board.

6.2 Proceedings of the Board of Appeals

The Board of Appeals shall elect a chairman and a vice chairman from its members who shall serve for one (1) year or until re-elected, and appoint a secretary, who may be a county officer, an employee of the county, a member of the Planning Commission, or a member of the Board of Appeals. The board shall adopt rules and by-laws in accordance with the provisions of this ordinance and of the General Statutes of South Carolina, Title 6, Chapter 7, Article 9, Code of Laws of SC 1976, as amended. Meetings of the board shall be held at the call of the chairman and at such other times as the board may determine. All meetings of the board shall be open to the public.

6.3 Decisions of the Board of Appeals

The concurring vote of a majority of the members present at a meeting of the Board of Appeals shall be necessary to reverse any order, requirement, decision or determination of the Assessor's Office or to decide in favor of the applicant on any matter upon which it is required to pass under this ordinance or to affect any variation of this ordinance. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be public record. On all appeals, applications, and matters brought before the Board of Appeals, the board shall inform in writing all the parties involved of its decisions and the reasons thereof.

6.4 Appeals, Hearings, and Notice

- 6.4.a. Appeals to the board may be filed by any person aggrieved or by any officer, department, board, or bureau of the county. Such appeal shall be filed within a reasonable time, as provided by the rules of the board, by filing with the Assessor's Office and with the Board of Appeals notice of said appeal specifying the grounds thereof. The Assessor's Office shall forthwith transmit to the board all papers constituting the record upon which the action appealed from was taken.
- 6.4.b. An appeal stays all legal proceedings in furtherance of the action appealed from unless the Assessor's Office certifies to the board, after the notice of appeal shall have been filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the board or by a court of record on application, on notices to the officer from whom the appeal is taken, and on due cause shown.
- 6.4.c. The board shall fix a reasonable time for the hearing of the appeal or other matter referred to it, and give public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. Notice of the time and place of the public hearing shall be published in a newspaper of general circulation in the county at least fifteen (15) days in advance of the scheduled hearing date. At the hearing, any party may appear in person or by agent or by attorney.

6.5 Powers and Duties of the Board of Appeals

The Board of Appeals shall have the following powers and duties:

- 6.5.a. To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination by the Assessor's Office in the enforcement of this act.
- 6.5.b. To authorize upon appeal in specific cases a variance from the terms of the ordinance as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of the ordinance will, in an individual case, result in unnecessary hardship so that the spirit of the ordinance shall be observed, public safety and welfare secured, and substantial justice done. Such variance may be granted in case of unnecessary hardship upon a finding by the Board of Appeals, provided that:
 - (1) there are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography; and

- (2) the application of the ordinance to this particular piece of property would create an unnecessary hardship; and
- (3) such conditions are peculiar to the particular piece of property involved; and
- (4) relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of the ordinance or the comprehensive plan, provided, however, that no variance may be granted for a use of land or building or structure that is prohibited in a given district.

6.5.c. To hear and decide special exceptions subject to the terms of any ordinance upon which such board is required to pass under the terms of such ordinance; provided, that the governing authority may by ordinance designate itself or another body as the proper body to hear and decide special exceptions.

6.5.d. To decide on other matters where a decision of the Board of Appeals may be specifically required by the provisions of this ordinance.

6.5.e. In exercising the above powers, the Board of Appeals may, in conformity with the provisions of this act, reverse or affirm, wholly or in part, or may modify the order requirements, decision, or determination and to that end shall have all the powers of the Assessor's Office from whom the appeal is taken and may issue or direct the issuance of a permit. The board, in execution of the duties for which appointed, may subpoena witnesses and, in case of contempt, may certify such fact to the Circuit Court having jurisdiction.

6.5.f. All final decisions and orders of the board shall be in writing and be permanently filed in the office of the board as a proper record. All findings of fact and conclusions of law shall be separately stated in final decisions or orders of the board.

6.6 Appeals from Decisions of Board of Appeals

Any person who may have a substantial interest in any decision of the Board of Appeals may appeal from any decision of the board to the Circuit Court in and for Oconee County by filing with the Clerk of Court a petition in writing setting forth plainly, fully, and distinctly wherein such decision is contrary to law. Such appeal shall be filed within thirty (30) days after the decision of the board is rendered.

SECTION 7.0 AMENDMENTS

7.1 Authority

This ordinance, including the Airport Height Limitation Map, may be amended from time to time by the County Council as herein specified, but no amendment shall become effective unless it shall have been proposed by or shall first have been submitted to the Planning Commission. The Planning Commission shall have thirty (30) days within which to submit its report. If the Planning Commission fails to submit a report within the thirty (30) day period, it shall be deemed to have approved the proposed amendment.

7.2 Requirements for Change

When the public necessity, convenience, or general welfare justify such action, and after the required review and report of the Planning Commission, County Council may undertake the necessary steps to amend the Height Ordinance.

7.3 Procedure for Amendments

Requests to amend the Height Ordinance shall be processed in accordance with the following requirements:

7.3.a. Initiation of Amendments. A proposed amendment to the Height Ordinance may be initiated by the Planning Commission or by the owner or owners of the property proposed to be changed, provided, however, that action shall not be initiated for an amendment affecting the same parcel or parcels of property or any part thereof, and requesting the same change in district classification by a property owner or owners of more than once every twelve (12) months.

7.3.b. Application Procedure. Application forms for amendment requests shall be obtained from the Assessor's Office. Completed forms will be filed with the Assessor's Office for presentation to the Planning Commission. Any communication purporting to be an application for an amendment shall be regarded mere notice to seek relief until it is made in the form required.

(1) Applications for amendments must be submitted, in proper form, at least twenty (20) days prior to a Planning Commission meeting in order to be heard at that meeting.

(2) The Planning Commission, at regular meetings, shall review and prepare a report, including its recommendation for transmittal to the County Council.

- (3) All meetings of the Planning Commission shall be open to the public. At a meeting, any party may appear in person, or by agent, or by attorney.
- (4) No member of the Planning Commission shall participate in a matter in which he has any pecuniary or special interest.
- (5) Following action by the Planning Commission, all papers and data pertinent to the application shall be transmitted to the County Council for final action.

7.3.c. Public Hearing. Before enacting an amendment to this ordinance, the County Council or Planning Commission shall hold a public hearing thereon; notice of the time and place of which shall be published in a newspaper of general circulation in the county at least fifteen (15) days in advance of the scheduled public hearing date.

7.3.d. Official Clemson-Oconee County Airport Height Limitation Map Amendments

The map bearing the designation "Official Clemson-Oconee County Airport Height Limitation Map, Oconee County, South Carolina," shall be identified by the signature of the Chairman of the County Council of Oconee County, attested by the Clerk of the County Council of Oconee County, and bear the Seal of the County under the words, "Official Clemson-Oconee County Airport Height Limitation Map, Oconee County, South Carolina," together with the date of the adoption of this ordinance.

- (1) If changes are made in district boundaries or other matter portrayed on the Official Clemson-Oconee County Airport Height Limitation Map, such changes shall be entered on the Official Clemson-Oconee County Airport Height Limitation Map promptly by the Assessor's Office within fifteen (15) days after the amendment has been approved by the County Council. No amendment to this ordinance which involves information portrayed on the Official Clemson-Oconee County Airport Height Limitation Map shall become effective until after such change has been made on such map.
- (2) No changes of any nature shall be made on the Official Clemson-Oconee County Airport Height Limitation Map or information shown thereon except in conformity with the procedures set forth in this ordinance. Any unauthorized change of whatever kind by any person or persons shall be considered a violation of this ordinance and punishable as provided by law.
- (3) Regardless of the existence of purported copies of the Official Clemson-Oconee County Airport Height Limitation Map which may from time to time be made or published, the Official Clemson-Oconee

County Airport Height Limitation Map, which shall be located in the Assessor's Office, shall be the final authority as to the current status of land and water areas, buildings, and other structures in the county.

7.4 Reversion

To prevent land speculation at the expense of the general public, and to insure the timing of projects in accord with stated developmental objectives, construction shall start on property within six (6) months after district designation. In unusual circumstances where more time is needed to secure development permits, the Assessor's Office may issue extensions in six month increments up to eighteen (18) additional months. If construction is not begun within the extended time, the Planning Commission shall review the district designation of said property and the progress which has taken place, and if deemed necessary, initiate proceedings to reclassify the property in a manner consistent with the comprehensive plan.

OVERVIEW OF JOB TRAINING PLANS
PROGRAM YEAR 1996 (7/1/96-6/30/97)
PENDLETON DISTRICT SERVICE DELIVERY AREA

Title II-B Summer Youth Employment and Training Program **\$546,611**

- Academic Remediation 151 participants \$208,423
Career Advancement for Success, Inc. (Summer Residential Camp, Clemson)
Anderson School District 5
- Entry Employment 203 participants \$240,447
SHARE, Inc. (Oconee/Pickens)
Anderson County Employment and Training

Title II-A Economically Disadvantaged Adults (age 22 and up) **\$758,111**

- Classroom Training 215 participants \$379,900
Tri-County Technical College
Forrest Junior College
- On-the-Job Training 73 participants \$157,000
SC Employment Security Commission (Local Job Service Offices)
SC Department of Social Services (Welfare Recipients)
- Job Coaching for the Disabled 39 participants \$ 70,000
Goodwill Industries of Upper SC

Title II-C Economically Disadvantaged Youth (ages 14-21) **\$152,960**

- Classroom Training 20 participants \$ 18,423
Tri-County Technical College
- Youth Intervention 60 participants \$103,800
Serves students in school at risk of dropping out and dropouts. Requirement that at least 50% of participants served must be dropouts.
SHARE, Inc. (Oconee/Pickens)
Anderson County Employment and Training

Title III Economic Dislocated Worker Adjustment Act **\$492,097**

- Classroom Training 291 participants \$390,729
Tri-County Technical College
Forrest Junior College
- On-the Job Training 18 participants \$40,000
SC Employment Security Commission (Local Job Service Offices)

County Fair Share

<u>Title II</u>	<u>Title III</u>
Anderson 54%	Anderson 71%
Oconee 31%	Oconee 13%
Pickens 15%	Pickens 16%



Oconee County Sewer Commission

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

May 14, 1996

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

Re: 1996-97 Sewer Commission Budget

Dear Mr. Crain:

Attached find a copy of the Oconee County Sewer Commission's 1996-97 budget for your review. This budget was approved by the Sewer Commission at the May 6, 1996 meeting. We have requested time on the agenda for the May 21, 1996 County Council meeting for presentation of this budget for Council approval.

Attached find a copy of the Oconee County Sewer Commission's Resolution #96-1 and the recommendation to use \$256,920 of impact fee funds to pay the 1996-97 debt service on the 1988 bonds.

Please note that:

- A) The total budget is up 10.65%, overall, above the 1995-96 approved budget. The \$218,000 appropriated for the Greenfield project accounts for 6.93% of the total increase, so the net increase is 3.72% over the current fiscal year.
- B) 25% of the total budget represents the State Revolving Loan payment and the 20% coverage required by the loan agreement.
- C) 31.4% of the total budget represents payments on the 1988 bonds and the SRF loan.
- D) The Commission plans to transfer \$368,719 from Gross Revenue Reserves to the revenue side of this budget.
- E) The Contingency Fund will remain at \$95,000 for 1996-97.
- F) The budget will not require an increase in user fees to the Cities to fund the budget. The rate is projected at \$1.80 per 1,000 gallons, which is the same as the current fiscal year.

The Sewer Commission requests that County Council approve the proposed 1996-97 budget; and, with this approval, allow the Sewer Commission to make adjustments to line items and transfer from Contingency within the total budget. (Tim Cain letter attached.)

Mr. Norman Crain
Oconee County Supervisor

May 14, 1996
Page 2

Please review this information; and, if you have questions or comments, please call.

Sincerely,

Howard S. Adams

Howard S. Adams
Commission Chairman

HSA/kh

Attachments

cc: Ms. Frances Burrell
Mr. Harry Hamilton
Mr. Harrison Orr
Mr. Roy Strickland
Mr. Alton Williams
Mr. Tim Cain, County Attorney
Sewer Commissioners

OCONEE COUNTY SEWER COMMISSION

1996-97 BUDGET

ACCOUNT CODE	LINE ITEM	AMOUNT
700	Salaries	387,313
701	Overtime	11,000
702	Social Security	30,463
703	Retirement	27,281
704	Workers' Compensation	13,700
710	Travel & POV Mileage	280
715	Seminars, Meetings, Workshops	1,200
720	Professional Dues and Fees	805
721	Training Courses & Materials	800
725	Accounting Fees	3,040
725-1	Audit Fees	3,360
725-2	Engineering Fees	5,000
726	Legal Fees	5,000
727	Bond Management Fees	4,100
727-1	SRLF Management Fees	1,200
728	SCDHEC Fees	2,485
729	SCDHEC Fines	0
805	Insurance, Health	33,300
806	Insurance, Buildings	4,500
807	Insurance, Vehicles	4,500
808	Insurance, Liability	2,400
809	Insurance, Unemployment	0
810	Insurance, Underground Tanks	0
811	Surety Bond	375
815	Supplies, Safety Equipment	1,800
816	Supplies, Office	1,250
816-1	Office Equip. & Service Contracts	2,900
817	Supplies, Janitorial	1,450
818	Lubricants	3,000
819	Supplies, Medical	100
819-1	Medical, Hepatitis B Vaccine	500
820	Supplies, Operations	500
821	Laboratory, Supplies	9,500
821-1	Laboratory, Equipment Calib.	700
821-2	Laboratory, Toxicity Analysis	5,000
821-3	Laboratory, Inf./Eff. Analysis	6,000
822	Process Chemicals	45,850
823	Uniforms	4,400
824	Telephone	2,400
825	Electricity	400,000
826	Water, Plant	800

826-1	Water, Pump Stations	800
827	Fuels	10,500
828	Printing and Publications	500
829	Postage	1,450
830	Equipment Rentals	1,000
831	Advertising	350
832	Miscellaneous	200
832-1	Misc., UPS, Shipping, Freight	200
832-2	Misc., Employee Physicals	500
832-3	Misc., Christmas Dinner	575
832-4	Misc., Christmas Gifts, Candy	750
833	Sludge Disposal	156,700
834	USGS Gaging Station	4,400
835	Maint., Vehicles	1,000
835-1	Maint., Off-Road Vehicles	6,000
836	Maint., Buildings	12,000
837	Maint., Grounds	1,000
838	Maint., Pump Stations	36,000
839	Maint., Treatment Plant	12,000
840	Maint., Service Contracts	5,000
841	Maint., Tools Purchased	1,000
842	Maint., Collection System, R/W	6,000
846	Capital Expenditures	16,000
847	Capital Expend., Vehicles	15,000
848	Cap. Exp., Safety Equipment	3,000
	O & M TOTAL	1,320,177

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CONTRACT SERVICES

School District Package Plants

856	School Dist., Salaries	18,101
857	School Dist., FICA	1,385
858	School Dist., Retirement	1,240
859	School Dist., Workers' Comp	500
860	School Dist., Insurance	1,232
861	School Dist., Materials	3,500
862	School Dist., Uniforms	403
863	School Dist., Travel	3,600
864	School Dist., Miscellaneous	0
	TOTAL	29,961

Industrial Pretreatment Program

867	Pretreatment, Salaries	33,656
868	Pretreatment, FICA	2,575

869	Pretreatment, Retirement	2,307
870	Pretreatment, Workers' Comp	835
871	Pretreatment, Insurance	2,071
872	Pretreatment, Materials	800
873	Pretreatment, Laboratory	40,000
874	Pretreatment, Travel	2,000
875	Pretreatment, Miscellaneous	1,800
	TOTAL	86,044

150	Contingent Fund	TOTAL	95,000
157	Bond Payment (See Resolution 96-1)	TOTAL	256,920
161	SRLF Loan Payment		731,937
165	Depreciation Fund		407,166
	TOTAL		1,139,103
845	Capital Expenditures (Greenfield Project)	TOTAL	218,000
	GRAND TOTAL		3,145,205

PROJECTED REVENUE SOURCES

A.	Sewer Usage Fees	2,151,661
B.	Septic Tank Services	11,000
C.	Interest Income	22,900
D.	Industrial Pretreatment	86,044
E.	School Package Plants	29,961
F.	Transfer from Gross Revenue	368,719
G.	Transfer from Depreciation	218,000
H.	Transfer from Special Expansion Fund	256,920
	REVENUE TOTAL	3,145,205
	VARIANCE	0

FEDDER & CAIN

APR 13 1994

ATTORNEYS AT LAW

339 Bypass 123, P.O. Box 698
Seneca, South Carolina 29679
(803) 882-6608
Facsimile (803) 882-7182

TIMOTHY M. CAIN, P.A.

W. J. FEDDER (OF COUNSEL)

April 12, 1994

Mr. Robert C. Winchester
Oconee County Sewer Commission
623 Return Church Road
Seneca, South Carolina 29678

.. Re: Request For Opinion

Dear Bob:

This letter is in response to your request for a written opinion concerning whether or not the Sewer Commission is authorized to make reappropriations between line items in order to keep line items from exceeding their allocated amounts.

Your attention is invited to Oconee County Ordinance No. 78-2, which provides for the creation of the Oconee County Sewer Commission. Section 5(b) of this Ordinance states that "the Commission shall be charged with the responsibility of operating the facilities of the Oconee County Wastewater Treatment Program." This section goes on to state that "the Commission shall prepare or cause to be prepared, annually, a budget for the operation of the facilities and of the program, and shall provide Oconee County Council and each of the major users with a copy of such proposed budget in compliance with the contract entered into between the County and the three municipal major users. The Commission will hire the necessary personnel to operate the system, PROVIDED, HOWEVER, all acts of the Commission contractually binding on Oconee County and involving the expenditure of funds and the hiring of personnel shall be subject to review and approval by Oconee County Council.

Enclosed please find a copy of the relevant portions of the Minutes of the October 5, 1993 Meeting of the Oconee County Council which indicates that the Oconee County Council, by a vote of four to one approved the request of the Sewer Commission that the Commission be given authorization to transfer money from the contingency fund within the Sewer Commission Budget when needed and that the Commission be given the authorization to make reappropriations between line items in order to keep line items from exceeding their allocated amounts.

Mr. Robert C. Winchester
April 12, 1994
Page 2

In this regard, inasmuch as the County Council has reviewed and approved the request, I have no objection to the Commission making reappropriations between line items in order to keep line items from exceeding their allocated amounts. However, any changes in the budget must be sent to the Oconee County Council and should also be sent to the Municipalities.

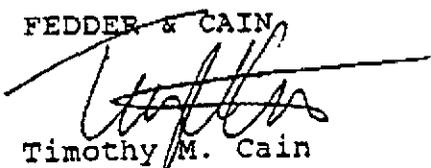
The approval by Council may only apply to the particular budget year in question, which I understand is fiscal year 1993-1994, therefore authorization for such transfer would only extend to that particular budget.

I trust this information sufficiently addresses your inquiry, however if additional information is needed, please do not hesitate to call upon me.

Thanking you for your attention to these matters, I remain,

Sincerely,

FEDDER & CAIN



Timothy M. Cain

TMC/trl

cc: Mr. Howard Adams
Mr. Norman D. Crain



Oconee County Sewer Commission

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

May 14, 1996

Mr. Ned Hunnicutt
Oconee County Finance Director
208 Booker Drive
Walhalla, S.C. 29691

Re: Environmental Fines

Dear Mr. Hunnicutt:

This letter will follow our recent conversation on May 14, 1996 relative to environmental fines paid to Oconee County by the S.C. Dept. of Health and Environmental Control.

I am, therefore, requesting the transfer of these monies to the Oconee County Sewer Commission.

If you need anything further, please call.

Sincerely,

Howard S. Adams

Howard S. Adams
Commission Chairman

HSA/kh

cc: Mr. Norman Crain, County Supervisor
County Council Members
Commissioners

RESOLUTION

WHEREAS, on May 7, 1996, the County Council of Oconee County, South Carolina (the "*Issuer*") adopted a Bond Ordinance (the "*Bond Ordinance*") authorizing the issuance of \$6,500,000 in aggregate principal amount Oconee County, South Carolina Pollution Control Revenue Refunding Bonds (Engelhard Corporation Project), Series 1996 (the "*Bonds*"); and

WHEREAS, the Ordinance authorizes the use, execution and delivery by the Issuer of certain documents in connection with the issuance and sale of the Bonds, including a Trust Indenture, a Bond Purchase Agreement and a Preliminary Official Statement; and

WHEREAS, the forms of the Trust Indenture, Bond Purchase Agreement and Preliminary Official Statement presented to the Issuer in connection with the adoption of the Bond Ordinance provided that the Bonds shall be dated as of and will bear interest from May 1, 1996; and

WHEREAS, the Issuer now proposes that the Bonds shall be dated as of and shall bear interest from June 1, 1996, and proposes to approve all necessary revisions to the Trust Indenture, Bond Purchase Agreement and Preliminary Official Statement, and any other documents or instruments relating thereto or to the Bonds, to indicate that the Bonds will be dated as of and will bear interest from June 1, 1996; and

NOW, THEREFORE, BE IT RESOLVED by the County Council of Oconee County, South Carolina, and IT IS HEREBY RESOLVED by the authority of the same, as follows:

Section 1. The Bonds shall be dated as of and shall bear interest from June 1, 1996, and the Issuer hereby authorizes and approves all necessary revisions to the forms of the Trust Indenture, Bond Purchase Agreement and Preliminary Official Statement, and any other document or instrument relating thereto or to the Bonds, heretofore presented to and authorized or approved by the Issuer, to correctly reflect such change.

Section 2. The Issuer has reviewed a copy of the Preliminary Official Statement, dated May 16, 1996, as distributed in connection with the offering of the Bonds, and has deemed the Preliminary Official Statement "final" for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. The Issuer hereby ratifies and approves the use and distribution of the Preliminary Official Statement in connection with the offering and sale of the Bonds.

Sections 1 through 3 of the Resolution of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 4. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 21st day of May, 1996.

OCCONEE COUNTY, SOUTH CAROLINA

By: *Norman D. Brinn*
Supervisor/Chairman of County Council

Attest:

Opal O. Green
Clerk, County Council

AN ORDINANCE

TO PROVIDE FOR THE ISSUANCE AND SALE OF TWO MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$2,800,000) OCONEE COUNTY, SOUTH CAROLINA, GENERAL OBLIGATION BONDS, SERIES 1996; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

As an incident to the enactment of this Ordinance and the issuance of the bonds provided for herein, the County Council of Oconee County, South Carolina (hereinafter called the County Council), the governing body of Oconee County, South Carolina (hereinafter called the County), and the body to which is delegated the administrative duties of the County, finds that the facts set forth herein exist and the statements made with respect thereto are true and correct.

WHEREAS, by virtue of the County Bond Act (Chapter 15, Title 4 of the Code of Laws of South Carolina 1976), as amended and continued by Act No. 125 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1977 (the County Bond Act, as so amended and continued, being hereinafter called the Enabling Act), County Council is authorized to issue general obligation bonds of the County for the purpose of defraying the cost of any purpose for which the County may, under applicable constitutional provisions, issue bonds or levy taxes, and for any amount not exceeding the constitutional debt limit applicable to the County; and

WHEREAS, pursuant to the authorizations of Article X of the South Carolina Constitution and the Enabling Act, the County Council desires to obtain funds for the purpose of defraying a portion of the cost of constructing and equipping a new health sciences/laboratory building to be used by Tri-County Technical College (the "Project"); and

WHEREAS, by virtue of Article X, Section 14 of the South Carolina Constitution and the Enabling Act, for the purposes set forth above, and subject to an eight per centum (8%) constitutional debt limit, the County is authorized to issue general obligation bonds pursuant to the Enabling Act. Based on the 1995 assessed value of all taxable property in the County of \$200,841,300, together with the assessed value of business inventories of \$1,876,270, the County's 8% constitutional debt limit is \$16,217,405. The County has outstanding bonded indebtedness in the amount of \$6,545,000 which counts against its constitutional 8% debt limit. Consequently, the County may issue without an election an additional \$9,672,405 of general obligation bonds.

NOW, THEREFORE, on the basis of the foregoing authorizations and for the purpose of raising the sum of Two Million Eight Hundred Thousand Dollars (\$2,800,000) to be expended for the purpose set forth above, the County Council enacts this Ordinance to effect the issuance and sale of \$2,800,000 of general obligation bonds of the County authorized by the Enabling Act.

ARTICLE 1

DEFINITIONS

Section 1.1. Defined Terms.

The terms defined in this Article (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Ordinance shall have the respective meanings specified in this Article.

"Authenticating Agent" shall mean the authenticating agent designated pursuant to Section 10 of Article II hereof.

"Bonds" shall mean the Oconee County, South Carolina, General Obligation Bonds, Series 1996 authorized to be issued hereunder in the aggregate principal amount of Two Million Eight Hundred Thousand Dollars (\$2,800,000).

"Bond Registrar" shall mean the bond registrar designated pursuant to the provisions of Section 11 of Article II hereof.

"Books of Registry" shall mean the registration books maintained by the Bond Registrar in accordance with Section 11 of Article II hereof.

"Clerk" shall mean the Clerk of the County Council or, in her absence, the acting clerk.

"Closing Date" shall mean the date upon which there is an exchange of the Bonds for the proceeds representing the purchase price of the Bonds by the Original Purchaser.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Construction Fund" shall mean the County Bond Construction Fund established pursuant to the provisions of Section 2 of Article IV hereof.

"County" shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina.

"County Council" shall mean the County Council of Oconee County, South Carolina, and any successor governing board of the County.

"County Supervisor/Chairman" shall mean the chairman of the County Council or, in his absence, the vice chairman of the County Council.

"Debt Service" shall mean the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Enabling Act" shall mean the County Bond Act (Chapter 15, Title 4 of the Code of Laws of South Carolina 1976), as amended and continued by Act No. 125 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1977.

"Fiscal Agents" shall mean the Paying Agent, the Bond Registrar and the Authenticating Agent.

"Gross Proceeds" shall mean the sum of the following amounts:

- (i) original proceeds, namely, net amounts received by or for the County as a result of the sale of the Bonds, excluding original proceeds which become transferred proceeds (determined in accordance with applicable Regulations) of obligations issued to refund in whole or in part the Bonds;
- (ii) investment proceeds, namely, amounts received at any time by or for the County, such as interest and dividends, resulting from the investment of any original proceeds (as referenced in clause (i) above) or investment proceeds (as referenced in this clause (ii)) in Nonpurpose Investments, increased by any profits and decreased (if necessary, below zero) by any losses on such investments, excluding investment proceeds which become transferred proceeds (determined in accordance with applicable Regulations) of obligations issued to refund in whole or in part the Bonds;
- (iii) sinking fund proceeds, namely, amounts, other than original proceeds, investment proceeds or transferred proceeds (as referenced in clauses (i) and (ii) above) of the Bonds, which are held in the Sinking Fund Account and any other fund to the extent that the County reasonably expects to use such other fund to pay Debt Service on the Bonds;
- (iv) Investment Property pledged as security for payment of Debt Service on the Bonds by the County;
- (v) amounts, other than as specified in this definition, used to pay Debt Service on the Bonds; and
- (vi) amounts received as a result of investing amounts described in this definition.

"Interest Payment Date" shall mean any March 1 or September 1, commencing September 1, 1996.

"Investment Property" shall mean any security (as such term is defined in Section 165(g)(2)(A) or (B) of the Code), obligation, annuity contract or investment-type property, excluding, however, obligations (i) the interest on which is excluded from gross income, under Section 103 of the Code, for federal income tax purposes and (ii) which are not "specified private activity bonds" as defined in Section 57(a)(5)(C) of the Code.

"Net Proceeds," when used with reference to the Bonds, shall mean the face amount of the Bonds, plus accrued interest and premium, if any, less original issue discount.

"Nonpurpose Investment" shall mean any Investment Property which is acquired with the Gross Proceeds of the Bonds and is not acquired in order to carry out the governmental purpose of the Bonds.

"Ordinance" shall mean this Ordinance as from time to time amended or supplemented by one or more supplemental ordinances enacted in accordance with the provisions of Article VII hereof.

"Original Purchaser" shall mean the first purchaser of the Bonds from the County.

"Paying Agent" shall mean the paying agent designated pursuant to Section 9 of Article II hereof.

"Private Business Use" shall mean use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

"Project" shall mean the constructing and equipping of a new health sciences laboratory building to be used the Tri-County Technical College.

"Regulations" shall mean temporary and permanent regulations promulgated under the Code.

"Sinking Fund Account" shall mean the sinking fund account established and held by the Treasurer of Oconee County designed to provide for the payment of the principal of, premium, if any, and interest on the Bonds, as the same respectively fall due.

"Yield" shall mean that yield which, when used in computing the present worth of all payments of principal and interest (or other payments in the case of Nonpurpose Investments which require payments in a form not characterized as principal and interest) on a Nonpurpose

Investment or on the Bonds produces an amount equal to the purchase price of such Nonpurpose Investment or the Bonds, all computed as prescribed in applicable Regulations.

Section 1.2. General Rules of Interpretation.

(a) Articles, Sections, and Paragraphs mentioned by number are the respective Articles, Sections, and Paragraphs of this Ordinance so numbered.

(b) Except as otherwise expressly provided or unless the context otherwise requires, words importing persons include firms, associations, and corporations, and the masculine includes the feminine and the neuter.

(c) Words importing the redemption or redeeming or calling for redemption of a bond do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond.

(d) Words importing the singular number include the plural number and *vice versa*.

ARTICLE II

ISSUANCE OF BONDS

Section 2.1. Authorization of Bonds, Denominations, and Maturities.

Pursuant to the provisions of the Enabling Act and for the purposes of defraying the costs of the Project, there shall be issued Two Million Eight Hundred Thousand and no/100 Dollars (\$2,800,000.00) of general obligation bonds of the County. The Bonds shall be designated "Oconee County, South Carolina, General Obligation Bonds, Series 1996". The Bonds shall be originally dated the first day of the month in which the Bonds are sold, shall be in fully-registered form, shall be in denominations of Five Thousand and no/100 Dollars (\$5,000.00) each or any integral multiple thereof, may be numbered from R-1 upward, and shall mature on March 1 in annual series or installments, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
1997	\$125,000	2005	\$185,000
1998	130,000	2006	205,000
1999	145,000	2007	210,000
2000	150,000	2008	225,000
2001	155,000	2009	240,000
2002	160,000	2010	250,000
2003	170,000	2011	270,000
2004	180,000		

Section 2.2. Optional Redemption of Bonds.

The Bonds maturing subsequent to March 1, 2007, shall be subject to redemption on and after March 1, 2006, at the option of the County, in whole at any time, or in part from time to time on any Interest Payment Date, but if in part, such maturities as designated by the County and by lot as to Bonds or portions of Bonds within a maturity (but only in integral multiples of \$5,000), at the redemption prices with respect to each Bond or portion thereof, expressed as a percentage of principal amount of the Bond to be redeemed, as set forth below, together, in each such case, with accrued interest to the date fixed for redemption:

<u>Redemption Period</u> <u>(both dates inclusive)</u>	<u>Redemption</u> <u>Prices</u>
March 1, 2006 to February 28, 2007	102%
March 1, 2007 to February 29, 2008	101%
March 1, 2008 and thereafter	100%

Section 2.3. Partial Redemption of Bond.

In the event that only part of the principal amount of a Bond shall be called for redemption or prepaid, payment of the amount to be redeemed or prepaid shall be made only upon surrender of such Bond to the Paying Agent. Upon surrender of such Bond, the County shall execute and the Authenticating Agent shall authenticate and deliver to the holder thereof, at the office of the Authenticating Agent, or send to such holder by registered mail at his request, risk, and expense, a new fully-executed Bond or Bonds, of authorized denominations equal in aggregate principal amount to, and of the same maturity and interest rate as, the unredeemed portion of the Bond surrendered.

Section 2.4. Cancellation of Redeemed Bonds.

All Bonds which have been redeemed shall be cancelled and either maintained or destroyed by the Paying Agent and shall not be reissued. A counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Paying Agent to the County upon the request of the County Supervisor/Chairman.

Section 2.5. Purchase of Bonds.

The Paying Agent shall, if and to the extent practicable, endeavor to purchase Bonds or portions of Bonds at the written direction of the County at such time, in such manner, and at such price as may be specified by the County but in no event greater than the price equal to the then redemption price of such Bonds. The Paying Agent may so purchase Bonds with any moneys

then held by the Paying Agent and available for the redemption or purchase of Bonds; provided, that any limitations or restrictions on such redemption or purchases contained in this Ordinance shall be complied with. The expenses of such purchase shall be deemed an expense of the Paying Agent to be paid by the County. The Paying Agent shall incur no liability for any purchase made in accordance with this Section or for its inability to effect such purchase in excess of the redemption price thereof.

Section 2.6. Notice of Redemption.

(a) Unless waived by any registered owner of any Bond to be redeemed, official notice of any such redemption shall be given by the County by mailing a copy of an official redemption notice by registered or certified mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of any Bond to be redeemed in whole or in part at the address shown on the Books of Registry or at such other address as is furnished in writing by such registered owner to the Bond Registrar. Failure to give notice by mail or any defect in any notice so mailed with respect to any Bond shall not affect the validity of the proceedings for such redemption for Bonds for which notice was properly given.

(b) All official notices of redemption shall be dated and shall state:

(i) the redemption date,

(ii) the redemption price,

(iii) if less than all Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,

(iv) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after that date, and

(v) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office of the Paying Agent.

(c) Prior to any redemption date, the County shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date. Such deposit need not be made prior to mailing of official notices of redemption. In the event of a failure to make such deposit, the notice of redemption shall be cancelled and all Bonds so called for redemption shall remain outstanding under the terms hereof.

(d) Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the County shall default

in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. If money shall not be available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption. Upon surrender of such Bonds for redemption in accordance with such notice, such Bonds shall be paid by the Paying Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be cancelled by the Paying Agent and shall not be reissued.

(e) In addition to the foregoing notice, further notice shall be given by the County as set out below, but no defect in the further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

(i) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption and (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed.

(ii) Each further notice of redemption shall be sent at least thirty-five (35) days before the redemption date by registered or certified mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds including the following:

Financial Information Services

Daily Called Bond Service
30 Montgomery Street
10th Floor
Jersey City, New Jersey 07302

Kenney Information Services
Attention: Editor
Called Bond Service
65 Broadway, 16th Floor
New York, New York 10006

Moody's Investors Services
Municipal and Government
99 Church Street, 8th Floor

New York, New York 10007
Attention: Municipal News Reports

Standard and Poor's Corporation
Called Bond Record
25 Broadway
New York, New York 10004

and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds including the following:

Securities Depositories

The Depository Trust Company
711 Stewart Avenue
Garden City, New York 11530
Attention: Diana Difiglia
Fax-(516) 227-4039 or -4190

Midwest Securities Trust Company
Capital Structures-Call Notification
440 South LaSalle Street
Chicago, Illinois 60605
Fax-(312) 663-2343

Philadelphia Depository Trust Company
Reorganization Division
1900 Market Street
Philadelphia, Pennsylvania 19103
Attention: Bond Department
Fax-(215) 496-5058

(iii) Each further notice shall be published one time in the Bond Buyer of New York, New York or, if such publication is impractical or unlikely to reach a substantial number of the registered owners of the Bonds, in some other financial newspaper or journal which regularly carries notices of redemption of other obligations similar to the Bonds, such publication to be made at least thirty (30) days prior to the date fixed for redemption.

(iv) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Section 2.7. Interest Rates on Bonds.

The Bonds shall bear such rate or rates of interest, payable on the Interest Payment Dates, beginning September 1, 1996, as shall, at the sale of the Bonds, reflect the lowest net interest cost to the County, at a price of not less than par and accrued interest to the date of delivery, but:

- (a) all Bonds of the same maturity shall bear the same rate of interest;
- (b) no rate of interest shall be more than two per centum (2%) higher than the lowest rate of interest named;
- (c) each interest rate named shall be a multiple of 1/20th or 1/8th of one per centum; and
- (d) any premium offered must be paid in cash as a part of the purchase price.

For the purposes of this Section 7, interest cost shall mean the aggregate of interest on all Bonds from the dated date of the Bonds until their respective maturities, less any sum named by way of premium.

Section 2.8. Medium of Payment.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for the payment of public and private debts.

Section 2.9. Place of Payments; Selection of Paying Agent.

Principal and premium, if any, of the Bonds, when due, shall be payable at the office of such bank or trust company as may be agreed upon by the County Supervisor/Chairman and the successful purchasers at the sale thereof, or, in the event of a failure to agree, at the office of some bank or trust company to be designated by the County Supervisor/Chairman (such bank or trust company herein referred to as the Paying Agent). Interest on any Bond shall be payable on each Interest Payment Date by check or draft mailed to the person in whose name such Bond is registered at the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding such Interest Payment Date (the Regular Record Date) by the Paying Agent.

Section 2.10. Execution of Bonds; Designation of Authenticating Agent.

The Bonds shall be executed in the name of the County by the manual or facsimile signature of the County Supervisor/Chairman, and attested by the manual or facsimile signature of the Clerk. The Bonds shall be authenticated by the manual signature of an authorized officer of such bank or trust company as may be agreed upon by the County Supervisor/Chairman and

the successful purchasers at the sale thereof or, in the event of a failure to agree, at a bank or trust company to be designated by the County Supervisor/Chairman (the Authenticating Agent), and the seal of the County shall be impressed or reproduced on each Bond. Any facsimile signature appearing on the Bonds may be those of the officers who are in office on the date of the enactment of this Ordinance. The Bonds shall be executed in respect of any manual signature by the person or persons holding office when such Bonds are ready for delivery. The execution of the Bonds in this fashion shall be valid and effectual notwithstanding changes in the personnel of any of the above offices subsequent to their execution. No Bond shall be of any force and effect unless and until authenticated by an authorized officer of the Authenticating Agent.

Section 2.11. Form of Bonds; Designation of Bond Registrar.

(a) The Bonds shall be issued in fully-registered form, and all principal, interest or other amounts due thereunder shall be payable only to the registered owner thereof. The bond registrar shall be such bank or trust company as may be agreed upon by the County Administrator and the successful purchasers at the sale thereof or, in the event of a failure to agree, a bank or trust company to be designated by the County Supervisor/Chairman (the Bond Registrar) and the County Council hereby directs the Bond Registrar to maintain, at the County's expense, the Books of Registry for the registration or transfer of the Bonds.

(b) The form of the Bonds and assignment provisions to be endorsed thereon shall be substantially as set forth in Exhibit A attached hereto and made a part of this Ordinance.

(c) A copy of the approving legal opinion to be rendered shall be printed on the back of each Bond, and preceding the same, a certificate of authentication shall appear, which shall be signed on behalf of the County by a facsimile of the signature of the Clerk. The certificate of authentication shall be in form substantially as follows:

"IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete legal opinion of Messrs. Haynsworth, Marion, McKay & Guérard, L.L.P., Attorneys and Counsellors at Law, Greenville, South Carolina, the original of which was manually executed, dated, and issued as of the date of the delivery of and payment for the Bonds, and a copy of which is on file with the Paying Agent.

OCONEE COUNTY,
SOUTH CAROLINA

By: _____
Clerk, County Council of Oconee
County, South Carolina"

Section 2.12. Registration and Transfers of Bonds; Persons Treated as Owners.

(a) Each Bond shall be fully-registered and no Bond may be transferred except by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such registered Bond or Bonds, the County shall execute and the Authenticating Agent shall authenticate and deliver, subject to the provisions of Section 15 of this Article, in the name of the transferee, a new registered Bond or Bonds of the same aggregate principal amount as the unpaid principal amount of the surrendered Bond or Bonds.

(b) Any bondholder requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. Any purported assignment in contravention of the foregoing requirements shall be, as to the County, absolutely null and void. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of and interest on such Bonds shall be made only to or upon the order of the registered owner or his legal representative. All such payments shall be valid and effective to satisfy and discharge the liability of the County upon such Bond to the extent of the sum or sums so paid. No person other than the registered owner shall have any right to receive payments, pursue remedies, enforce obligations or exercise or enjoy any other rights under any Bond against the County. Notwithstanding the foregoing, nothing herein shall limit the rights of a person having a beneficial interest in any Bond as against a person (including the registered owner) other than the County, as in the case where the registered owner is a trustee or nominee for two or more beneficial owners of an interest in any Bond.

(c) The Bond Registrar shall not be required to exchange or transfer such Bond or portion of Bond (i) for the period beginning on the Regular Record Date and ending on the next succeeding Interest Payment Date or (ii) if such Bond has been called for redemption.

Section 2.13. Mutilated, Lost, or Stolen Bonds.

In the event any Bond is mutilated, lost, stolen, or destroyed, the County may execute and the Authenticating Agent may authenticate a new Bond of like date, maturity, interest rate, and denomination, as that mutilated, lost, stolen, or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Paying Agent, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the County and the Paying Agent evidence of such loss, theft, or destruction, satisfactory to the County and the Paying Agent, together with indemnity satisfactory to them, provided that in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the County may pay the same without surrender thereof. The County, the Paying Agent, and the Authenticating Agent may charge the holder or owner of such Bond with their reasonable fees and expenses in this connection.

Section 2.14. Exchange of Bonds.

Subject to the provisions of Section 12 of this Article, the Bonds, upon surrender thereof to the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his duly authorized attorney, may, at the option of the registered owner thereof, and upon payment by such registered owner of any charges which the Paying Agent, the Authenticating Agent or the Bond Registrar may make as provided in Section 15 of this Article, be exchanged for a principal amount of Bonds of any other authorized denominations equal to the unpaid principal amount of surrendered Bonds.

Section 2.15. Regulations with Respect to Exchanges and Transfers.

In all cases in which the privilege of exchanging or transferring the Bonds is exercised, the County shall execute and the Authenticating Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Paying Agent. There shall be no charge for such exchange or transfer of the Bonds except that the Paying Agent, the Bond Registrar, and the Authenticating Agent may make a charge sufficient to reimburse them, or any of them, for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

Section 2.16. Temporary Bonds.

The Bonds may be initially issued in temporary form, exchangeable for definitive Bonds to be delivered as soon as practicable. The temporary Bonds may be printed, lithographed, or typewritten, shall be of such denominations as may be determined by the County Council, shall be without coupons, and may contain such reference to any of the provisions of this Ordinance as may be appropriate. Every temporary Bond shall be executed by the County upon the same conditions and in substantially the same manner as the definitive Bonds. If the County issues temporary Bonds, it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds shall be surrendered for cancellation at the office of the Paying Agent and the Paying Agent shall deliver and exchange for such temporary Bonds an equal, aggregate principal amount of definitive Bonds of like aggregate principal amount and in authorized denominations of the same maturity or maturities and interest rate or rates. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Ordinance as definitive Bonds under this Ordinance.

ARTICLE III

SECURITY FOR BONDS

Section 3.1. Pledge of Full Faith, Credit, and Taxing Power.

For the payment of the principal and interest on the Bonds as the same respectively mature, and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, and taxing power of the County are irrevocably pledged, and there shall be levied annually by the Auditor of Oconee County, and collected by the Treasurer of Oconee County, in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the County, sufficient to pay the principal and interest of the Bonds as they respectively mature, and to create such sinking fund as may be necessary therefor.

Section 3.2. Levy and Collection of Taxes.

The Auditor and Treasurer of Oconee County, South Carolina shall be notified of this issue of Bonds and directed to levy and collect, respectively, upon all taxable property in the County, an annual tax, without limit, sufficient to meet the payment of the principal of and interest on the Bonds, as the same respectively mature, and to create such sinking fund as may be necessary therefor.

ARTICLE IV

SALE OF BONDS; DISPOSITION OF PROCEEDS OF SALE

Section 4.1. Sale of Bonds.

The Bonds shall be sold at public sale, at not less than par and accrued interest to the date of delivery. Bids shall be received until such time and date and at such place, to be selected by the County Supervisor/Chairman of the County Council. The Bonds shall be advertised for sale in:

THE GREENVILLE NEWS, a newspaper published in the City of Greenville, South Carolina, and having general circulation in the State of South Carolina,

which shall appear at least once, not less than ten (10) days before the date set for the sale. The form of the Notice, and the conditions of sale, shall be substantially those set forth in Exhibit B attached hereto and made a part and parcel hereof.

Section 4.2. Disposition of Proceeds of Sale of Bonds.

(a) There is hereby created a separate bond account to be named the "County Bond Construction Fund" (the Construction Fund) to be held by the Treasurer of Oconee County.

Various accounts may be established within the Construction Fund in order to comply with any requirements of federal or State law, including arbitrage rebate requirements.

(b) The proceeds derived from the sale of the Bonds issued pursuant to this Ordinance shall be deposited with the Treasurer of Oconee County, and shall be expended and made use of by the County Council as follows:

(i) Any accrued interest shall be applied to the payment of the first installment of interest to become due on the Bonds;

(ii) Any premium shall be applied to the payment of the first installment of principal of the Bonds; and

(iii) The remaining proceeds shall be used to defray the cost of issuing the Bonds and to pay the cost of the Project.

(c) Amounts in the Construction Fund shall be disbursed for costs and expenses of the Project upon the filing in the official records pertaining to the Construction Fund of a certificate of the County describing such disbursement, setting forth the portion, if any, of the Net Proceeds of the Bonds to be used for a Private Business Use or to make or finance a loan to other than a state or local governmental unit and certifying that there has been compliance with Sections 3 and 4 of Article V hereof relating to the Private Business Use limitation and the private loan limitation. Investment earnings and profits on amounts in the Construction Fund shall be credited to the Construction Fund and applied to pay costs as set forth in this Section 2. Amounts, if any, remaining in the Construction Fund shall, upon receipt from the County certifying that no further amounts are required to be disbursed for costs and expenses of the Project, be transferred into the Sinking Fund Account, shall be invested at a Yield not in excess of the Yield of the Bonds and shall be used for redemption of the Bonds on the earliest practicable date next succeeding the date of transfer and the Construction Fund shall be closed.

(d) No purchaser or holder of the Bonds shall be liable for the proper application of the proceeds thereof.

ARTICLE V

TAX EXEMPTION OF BONDS

Section 5.1. Exemption from State Taxes.

Both the principal of and interest on the Bonds shall be exempt from all state, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, or transfer taxes.

Section 5.2. Federal Guarantee Prohibition.

The County shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code and the Regulations.

Section 5.3. Private Business Use Limitation.

In the event any Net Proceeds of the Bonds are used for a Private Business Use, the County shall assure that (i) not in excess of ten percent (10%) of the Net Proceeds of the Bonds is used for Private Business Use if, in addition, the payment of more than ten percent (10%) of the principal or ten percent (10%) of the interest due on the Bonds during the term thereof is, under the terms of the Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the County, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) in the event that both (a) in excess of five percent (5%) of the Net Proceeds of the Bonds are used for a Private Business Use, and (b) an amount in excess of five percent (5%) of the principal or five percent (5%) of the interest due on the Bonds during the term thereof is, under the terms of the Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for the Private Business Use or in payments in respect of property used or to be used for the Private Business Use or is to be derived from payments, whether or not to the County, in respect of property or borrowed money used or to be used for the Private Business Use, then the excess over five percent (5%) of Net Proceeds of the Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the facilities financed with the proceeds of the Bonds.

Section 5.4. Private Loan Limitation.

In the event any Net Proceeds of the Bonds are used to make or finance a loan to persons other than state or local government units, the County shall assure that not in excess of five percent (5%) of the Net Proceeds of the Bonds are used, directly or indirectly, for such purpose.

Section 5.5. No Arbitrage.

The County shall not take, or permit or suffer to be taken, any action with respect to the Gross Proceeds of the Bonds which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and Regulations.

ARTICLE VI

DEFEASANCE

Section 6.1. Release of Ordinance.

(a) If all of the Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the County under this Ordinance, and all other rights granted thereby shall cease and determine. Bonds shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances:

(i) If the Paying Agent shall hold, at the stated maturities of such Bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such Bonds or the interest thereon shall have occurred, and thereafter tender of such payment shall have been made, and the Paying Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or

(iii) If the County shall have deposited with the Paying Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity or redemption of the Bonds to be defeased, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due and to become due on and prior to the maturity date or dates, or, if the County shall elect to redeem such Bonds prior to their stated maturities, and shall have irrevocably bound and obligates itself to give notice of redemption thereof in the manner provided by Section 6 of Article II hereof, on and prior to the redemption date or dates of such Bonds, as the case may be; or

(iv) If there shall have been deposited with the Paying Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on the Bonds on the maturity thereof.

(b) In addition to the above requirements of paragraphs (i), (ii), (iii), or (iv), in order for this Ordinance to be discharged, all other fees, expenses and charges of the Fiscal Agents have been paid in full at such time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance, the Paying Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Paying Agent for the payment of the principal of, premium, if any, and interest on the Bonds, to pay to the owners of Bonds the funds so held by the Paying Agent as and when such payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Fiscal Agents to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges and other disbursements and those of their respective attorneys, agents and employees, incurred on and about the administration of trusts by this Ordinance created and the performance of the powers and duties under this Ordinance of the Fiscal Agents.

Section 6.2. Deposit of Moneys.

Any moneys which at any time shall be deposited with the Paying Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are hereby assigned, transferred, and set over to the Paying Agent in trust for the respective holders of such Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in such event, it shall be the duty of the Paying Agent to transfer such funds to the County.

Section 6.3. Notice of Release of Ordinance.

(a) In the event any of the Bonds are not to be redeemed within the sixty (60) days next succeeding the date the deposit required by Section 1(a) (iii) or (iv) of this Article is made, the County shall give the Paying Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of such Bonds at the addresses shown on the Books of Registry that (i) the deposit required by subparagraph (a) (iii) or (a)(iv) of Section 1 of this Article has been made with the Paying Agent, (ii) the Bonds are deemed to have been paid in accordance with this Article and stating such maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on the Bonds and (iii) stating whether the County has irrevocably waived its rights pursuant to the provisions of Section 2 of Article II of this Ordinance to redeem Bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(b) The County covenants and agrees that any moneys which it shall deposit with the Paying Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Article, and whenever it shall have elected to redeem Bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Paying Agent to cause such notice of redemption to be given in its name and on its behalf.

ARTICLE VII

AMENDING AND SUPPLEMENTING OF ORDINANCE

Section 7.1. Amending and Supplementing of Ordinance Without Consent of Holders of Bonds.

(a) The County Council, from time to time and at any time and without the consent or concurrence of any holder of any Bond, may enact an ordinance amendatory hereof or supplemental thereto, if the provisions of such supplemental ordinance shall not materially adversely affect the rights of the holders of the Bonds then outstanding, for any one or more of the following purposes:

1. To make any changes or corrections in this Ordinance as to which the County Council shall have been advised by counsel that the same are verbal corrections or changes or are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provision or omission or mistake or manifest error contained in this Ordinance, or to insert in this Ordinance such provisions clarifying matters or questions arising under this Ordinance as are necessary or desirable;
2. To add additional covenants and agreements of the County for the purpose of further securing the payment of the Bonds;
3. To surrender any right, power or privilege reserved to or conferred upon the County by the terms of this Ordinance;
4. To grant or confer upon the bondholders any additional right, remedies, powers, authority or security that lawfully may be granted to or conferred upon them; or
5. To make such additions, deletions or modifications as may be necessary to assure compliance with Section 148(f) of the Code relating to required rebate to the United States or otherwise as may be necessary to assure the exclusion from gross income of interest on the Bonds for purposes of federal income taxation.

(b) The County shall not enact any supplemental ordinance authorized by the foregoing provisions of this Section unless in the opinion of counsel (which opinion may be combined with the opinion required by Section 4 hereof) the enactment of such supplemental ordinance is permitted by the foregoing provisions of this Section and the provisions of such supplemental ordinance do not adversely affect the rights of the holders of the Bonds then outstanding.

Section 7.2. Amending and Supplementing of Ordinance With Consent of Holders of Bonds.

(a) With the consent of the holders of not less than a majority in principal amount of the Bonds then outstanding the County Council from time to time and at any time may enact an ordinance amendatory hereof or supplemental hereto for the purpose of adding any provisions to,

or changing in any manner or eliminating any of the provisions of, this Ordinance, or modifying or amending the rights and obligations of the County under this Ordinance, or modifying or amending in any manner the rights of the holders of the Bonds then outstanding; provided, however, that, without the specific consent of the holder of each such Bond which would be affected thereby, no supplemental ordinance amending or supplementing the provisions hereof shall: (i) change the fixed maturity date of any Bond or the dates for the payment of interest thereon or the terms of the redemption thereof, or reduce the principal amount of any Bond or the rate of interest thereon or the redemption price (or the redemption premium) payable upon the redemption or prepayment thereof; (ii) reduce the aforesaid percentage of Bonds, the holders of which are required to consent to any supplemental ordinance amending or supplementing the provisions of this Ordinance; or (iii) give to any Bond or Bonds any preference over any other Bond or Bonds secured hereby. Nothing in this paragraph contained, however, shall be construed as making necessary the approval of the holders of the Bonds of the enactment of any supplemental ordinance authorized by the provisions of Section 1 of this Article.

(b) It shall not be necessary that the consents of the holders of the Bonds approve the particular form of wording of the proposed amendment or supplement or of the supplemental ordinance affecting such amending or supplementing hereof pursuant to this Section. The County shall mail a notice at least once, not more than thirty (30) days after the effective date of such amendment or supplement of such amendment or supplement postage prepaid, to each holder of Bonds then outstanding at his address, if any, appearing upon the Books of Registry and to the Paying Agent, but failure to mail copies of such notice to any of the holders shall not affect the validity of the supplemental ordinance effecting such amendments or supplements or the consents thereto. Nothing in this paragraph contained, however, shall be construed as requiring the giving of notice of any amendment or supplement of this Ordinance authorized by Section 1 of this Article. No action or proceeding to set aside or invalidate such supplemental ordinance or any of the proceedings for its enactment shall be instituted or maintained unless such action or proceeding is commenced within sixty (60) days after the mailing of the notice required by this paragraph.

Section 7.3. Notation Upon Bonds; New Bonds Issued Upon Amendments.

Bonds delivered after the effective date of any action taken as provided in this Article may bear a notation as to such action, by endorsement or otherwise and in form approved by the County. In that case, upon demand of the holder of any Bond outstanding after such effective date and upon the presentation of the Bond for such purpose at the office of the Paying Agent, and at such additional offices, if any, as the County may select and designate for that purpose, a suitable notation shall be made on such Bond. If the County shall so determine, new Bonds, so modified as in the opinion of the County upon the advice of counsel to conform to the amendments or supplements made pursuant to this Article, shall be prepared, executed, and delivered, and upon demand of the holder of any Bond then outstanding shall be exchanged without cost to such holder for Bonds then outstanding, upon surrender of such outstanding Bonds.

Section 7.4. Effectiveness of Supplemental Ordinance.

Upon the enactment (pursuant to this Article and applicable law) by the County Council of any supplemental ordinance amending or supplementing the provisions of this Ordinance and the delivery to the Paying Agent and the County Council of an opinion of bond counsel that such supplemental ordinance is in due form and has been duly enacted in accordance with the provisions hereof and applicable law and that the provisions thereof are valid and binding upon the County, or upon such later date as may be specified in such supplemental ordinance, (a) this Ordinance and the Bonds shall be modified and amended in accordance with such supplemental ordinance, (b) the respective rights, limitations of rights, obligations, duties, and immunities under this Ordinance of the County, the Fiscal Agents, and the holders of the Bonds shall thereafter be determined, exercised, and enforced under this Ordinance subject in all respects to such modifications and amendments, and (c) all of the terms and conditions of any such supplemental ordinance shall be a part of the terms and conditions of the Bonds and of this Ordinance for any and all purposes.

Section 7.5. Supplemental Ordinance Affecting Fiscal Agents.

No supplemental ordinance changing, amending or modifying any of the rights, duties and obligations of any Fiscal Agent appointed by or pursuant to the provisions of this Ordinance may be enacted by the County Council or be consented to by the holders of the Bonds without written consent of such Fiscal Agent affected thereby.

ARTICLE VIII

CONCERNING THE FISCAL AGENTS

Section 8.1. Fiscal Agents: Appointment and Acceptance of Duties.

The Paying Agent, the Bond Registrar, and the Authenticating Agent shall accept the duties and trusts imposed upon it by this Ordinance and shall agree in writing to perform such trusts but only upon the terms and conditions set forth in this Article VIII. Similarly, each financial institution appointed as a successor Paying Agent, Bond Registrar, or Authenticating Agent shall signify its acceptance of the duties and trusts imposed by this Ordinance by a written acceptance.

Section 8.2. Responsibilities of Fiscal Agents.

The recitals of fact contained herein and in the Bonds shall be taken as the statements of the County and no Fiscal Agent shall be deemed to assume any responsibility for the correctness of the same except in respect of the authentication certificate of the Authenticating Agent endorsed on the Bonds. No Fiscal Agent shall be deemed to make any representations as to the validity or sufficiency of this Ordinance or of any Bonds or as to the security afforded by this Ordinance, and no Fiscal Agent shall incur any liability in respect thereof. No Fiscal Agent shall

be under any responsibility or duty with respect to the application of any moneys paid to any other Fiscal Agent. No Fiscal Agent shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof or to advance any of its own moneys, unless indemnified to its reasonable satisfaction. No Fiscal Agent shall be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

Section 8.3. Evidence on Which Fiscal Agents May Act.

(a) Each Fiscal Agent, upon receipt of any notice, resolution, request, consent order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Ordinance, shall examine such instrument to determine whether it conforms to the requirements of this Ordinance and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiscal Agent may consult with counsel, who may or may not be of counsel to the County, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Ordinance in good faith and in accordance therewith.

(b) Whenever any Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Ordinance, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of the County Supervisor/Chairman, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Ordinance; but in its discretion the Fiscal Agent may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

(c) Except as otherwise expressly provided in this Ordinance any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the County to any Fiscal Agent shall be sufficiently executed if executed in the name of the County by the County Supervisor/Chairman.

Section 8.4. Compensation.

The County shall pay to each Fiscal Agent from time to time reasonable compensation based on the then standard fee schedule of the Fiscal Agent for all services rendered under this Ordinance, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Ordinance. Subject to the provisions of Section 2 of this Article VIII, the County further agrees to indemnify and save each Fiscal Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to its negligence or willful misconduct; provided, however, that

any specific agreement between the County and a Fiscal Agent with respect to the compensation of such Fiscal Agent shall control the compensation to be paid to such Fiscal Agent.

Section 8.5. Certain Permitted Acts.

Any Fiscal Agent may become the owner or underwriter of any Bonds, notes, or other obligations of the County, or conduct any banking activities with respect to the County, with the same rights it would have if it were not a Fiscal Agent. To the extent permitted by law, any Fiscal Agent may act as depository for and permit any of its officers or directors to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Ordinance.

Section 8.6. Resignation of Any Fiscal Agent.

Any Fiscal Agent may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving not less than sixty (60) days' written notice to the County and not less than thirty (30) days' written notice to the registered holders of the Bonds (as established by the Books of Registry) prior to the next succeeding Interest Payment Date, and such resignation shall take effect upon the date specified in such notice unless a successor shall have been appointed previously by the County pursuant to Section 8 of this Article VIII in which event such resignation shall take effect immediately upon the appointment of such successor. In no event, however, shall such a resignation take effect until a successor has been appointed.

Section 8.7. Removal of Fiscal Agent.

Any Fiscal Agent may be removed at any time by an instrument or concurrent instruments in writing, filed with the County and such Fiscal Agent, and signed by the registered owners representing a majority in principal amount of the Bonds then outstanding or their attorneys in fact duly authorized.

Section 8.8. Appointment of Successor Fiscal Agents.

(a) In case any Fiscal Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the County. Every such Fiscal Agent appointed pursuant to the provisions of this Section 8.8 shall be a trust company or bank organized under the laws of the United States of America or any state thereof and which is in good standing, within or outside the State of South Carolina, having a stockholders' equity of not less than \$25,000,000 if there be such an institution willing, qualified and able to accept the trust upon reasonable and customary terms.

(b) If in a proper case no appointment of a successor Fiscal Agent shall be made by the County pursuant to the foregoing provisions of this Section 8 within forty-five (45) days after any Fiscal Agent shall have given to the County written notice as provided in Section 6 of this

Article VIII or after a vacancy in the office of such Fiscal Agent shall have occurred by reason of its removal or inability to act, the former Fiscal Agent or any registered owner may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor.

Section 8.9. Transfer of Rights and Property to Successor.

Any successor Fiscal Agent appointed under this Ordinance shall execute, acknowledge and deliver to its predecessor, and also to the County, an instrument accepting such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Fiscal Agent, with like effect as if originally named in such capacity; but the Fiscal Agent ceasing to act shall nevertheless, at the request of the County, or at the written request of the successor Fiscal Agent, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Fiscal Agent all the right, title, and interest of the predecessor Fiscal Agent in and to any property held by it under this Ordinance, and shall pay over, assign, and deliver to the successor Fiscal Agent any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the County be required by such successor Fiscal Agent for more fully and certainly vesting in and confirming to such successor any such estates, rights, powers, and duties, any and all such deeds, conveyances, and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged, and delivered by the County. Any such successor Fiscal Agent shall promptly notify the other Fiscal Agents, if any, of its appointment as Fiscal Agent.

Section 8.10. Merger or Consolidation.

Any corporation into which any Fiscal Agent may be merged or converted or with which it may be consolidated or any corporation resulting from any merger, conversion or consolidation to which it may be party or any corporation to which any Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such corporation shall be a bank or trust company organized under the laws of the United States of America or any state thereof, and shall be authorized by law to perform all the duties imposed upon it by this Ordinance, shall be the successor to such Fiscal Agent without the execution or filing of any paper or the performance of any further act.

Section 8.11. Adoption of Authentication.

In case any of the Bonds contemplated to be issued under this Ordinance shall have been authenticated but not delivered, any successor Authenticating Agent may adopt the certificate of authentication of any predecessor Authenticating Agent so authenticating such Bonds and deliver such Bonds so authenticated. In case any such Bonds shall not have been authenticated, any successor Authenticating Agent may authenticate such Bonds in the name of the predecessor

Authenticating Agent or in the name of the successor Authenticating Agent, and in all such cases such certificate shall be of full force and effect.

ARTICLE IX

MISCELLANEOUS

Section 9.1. Execution of Closing Documents and Certificates.

The County Supervisor/Chairman, the Clerk and all other officers and employees of the County are fully authorized and empowered to take such further action and to execute and deliver such closing documents and certificates as may be necessary and proper in order to complete the issuance of the Bonds herein authorized and the action of such officers or any one or more of them in executing and delivering any of such documents, in such form as he or they shall approve, is hereby fully authorized.

Section 9.2. Vice Chairman May Act in Chairman's Absence; Acting Clerk May Act in Clerk's Absence.

In the absence of the County Supervisor/Chairman, the vice chairman of County Council is fully authorized to exercise all powers vested in the County Supervisor/Chairman under this Ordinance. In the absence of the Clerk, the acting clerk of the County Council is fully authorized to exercise all powers and take all actions vested in the Clerk under this Ordinance.

Section 9.3. Official Statement.

The County Council hereby authorizes the Official Statement of the County relating to the Bonds in the form of the Official Statement as the County Supervisor/Chairman, upon the advice of bond counsel, approves; the County Supervisor/Chairman is hereby authorized and directed to execute copies of the Official Statement and deliver the same to the Original Purchaser of the Bonds, which execution and delivery shall be conclusive evidence of the approval of the Official Statement, and the County hereby authorizes the use of the Official Statement and the information contained therein in connection with the public offering and sale of the Bonds.

Section 9.4. Benefits of Ordinance Limited to the County and Holders of the Bonds.

With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Bonds is intended or should be construed to confer upon or give to any person other than the County and the holders of the Bonds, any legal or equitable right, remedy or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, agreement or provision herein contained. This Ordinance and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive

benefit of the County and the holders from time to time of the Bonds as herein and therein provided.

Section 9.5. Ordinance Binding Upon Successors or Assigns of the County.

All the terms, provisions, conditions, covenants, warranties and agreements contained in this Ordinance shall be binding upon the successors and assigns of the County and shall inure to the benefit of the holders of the Bonds.

Section 9.6. No Personal Liability.

No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained in this Ordinance or the Bonds, against any member of the County Council, any officer or employee, as such, in his or her individual capacity, past, present, or future, of the County, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance and the Bonds are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer, or employee as such, past, present, or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the bondholders or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member, officer and employee is, by the enactment of this Ordinance and the execution of the Bonds, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds, expressly waived and released. The immunity of members, officers, and employees of the County under the provisions contained in this Section shall survive the termination of this Ordinance.

Section 9.7. Effect of Saturdays, Sundays and Legal Holidays.

Whenever this Ordinance requires any action to be taken on a Saturday, Sunday, legal holiday, or bank holiday in the State of South Carolina or in a state where the office of any Fiscal Agent is located, such action shall be taken on the first business day occurring thereafter. Whenever in this Ordinance the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, legal holiday, or bank holiday in the State of South Carolina or in a state where the office of any Fiscal Agent is located, such time shall continue to run until midnight on the next succeeding business day.

Section 9.8. Partial Invalidity.

(a) If any one or more of the covenants or agreements or portions thereof provided in this Ordinance on the part of the County or any Fiscal Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable

from the remaining covenants and agreements or portions thereof provided in this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds, but the holders of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

(b) If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 9.9. Continuing Disclosure.

(a) Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, the Issuer covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (i) an annual audit of the Issuer within thirty (30) days of the Issuer's receipt thereof, and (ii) event specific information, within thirty (30) days of an event adversely affecting more than five percent (5%) of the Issuer's revenue.

(b) The Issuer hereby covenants and agrees for the benefit of the holders of the Notes that it will execute and deliver the Continuing Disclosure Certificate to the Original Purchaser on the Closing Date and that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Ordinance, any holder of any Note may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this paragraph.

Section 9.10. Law and Place of Enforcement of the Ordinance.

This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina and all suits and actions arising out of this Ordinance shall be instituted in a court of competent jurisdiction in the State.

Section 9.11. Effect of Article and Section Headings and Table of Contents.

The heading or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Ordinance.

Section 9.12. Repeal of Inconsistent Ordinances and Resolutions.

All ordinances and resolutions of the County Council, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 9.13. Codification.

This Ordinance shall be forthwith codified in the Code of County of Oconee Ordinances in the manner required by law and the name shall be indexed under the general heading "Bond Issue \$2,800,000 General Obligation Bonds, Series 1996."

Section 9.14. Notice of Enactment of Ordinance.

Upon enactment of this Ordinance, as authorized by Subsection 8 of Section 5 of Act No. 125 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1977, notice, substantially in the form attached hereto as Exhibit C, of the enactment of this Ordinance shall be published once in the Journal-Tribune, a newspaper published in Seneca, South Carolina, the Keowee Courier, a newspaper published in Walhalla, South Carolina and the News, a newspaper published in Westminster, South Carolina, each of general circulation in the County.

Section 9.15. Effectiveness of this Ordinance.

This Ordinance shall become effective upon receiving third reading.

DONE IN MEETING DULY ASSEMBLED this ____ day of June, 1996.

(SEAL)

County Supervisor/Chairman
County Council of Oconee County,
South Carolina

ATTEST:

Clerk, County Council of Oconee County,
South Carolina

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
GENERAL OBLIGATION BOND, SERIES 1996

NO. R-__

<u>INTEREST RATE</u>	<u>ORIGINAL ISSUE DATE</u>	<u>MATURITY DATE</u>	<u>CUSIP</u>
%	____ 1, 1996	March 1, ____	

REGISTERED OWNER:

PRINCIPAL SUM:

KNOW ALL MEN BY THESE PRESENTS, that **OCONEE COUNTY, SOUTH CAROLINA** (hereinafter called the County), a body politic and corporate and a political subdivision of the State of South Carolina, is justly indebted, and, for value received, hereby promises to pay to the Registered Owner, or registered assigns, hereof on the Maturity Date set forth above, the Principal Sum set forth above (unless this bond be subject to redemption and shall have been duly called for previous redemption and payment of the redemption price made or provided for), and to pay interest (computed on the basis of a 360-day year consisting of twelve 30-day months) on the Principal Sum from the most recent March 1 or September 1 to which interest shall have been paid, or if no interest shall have been paid, from _____ 1, 1996, such interest being payable to the maturity hereof on the first days of March and September of each year (those dates being hereinafter referred to as the Interest Payment Dates), commencing September 1, 1996 at the Interest Rate per annum specified above, until payment of the Principal Sum. The interest so payable and to be punctually paid or duly provided for on any Interest Payment Date will be paid to the person in whose name this bond is registered at the close of business on the fifteenth day (whether or not a business day) of the calendar month immediately preceding the Interest Payment Date (the Regular Record Date), by check or draft mailed to the Registered Owner by _____, _____ (the Paying Agent) at his address as it appears on the registration books (the Books of Registry) of the County as maintained by the Paying Agent as bond registrar (the Bond Registrar). The principal and premium, if any, of this bond, when due, shall be payable upon presentation and surrender of this bond at the principal office of the Paying Agent, in the City of _____, State of _____. Both the principal of and interest on this bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for the payment of public and private debts. For the prompt payment hereof, both principal and interest, as the same shall become due, the full faith, credit, and taxing power, of the County are irrevocably pledged.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE SIDE HEREOF AND SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH ON THE FRONT SIDE HEREOF.

THIS BOND and the interest hereon are exempt from all state, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, or transfer taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and Laws of the State of South Carolina to exist, to happen, and to be performed precedent to or in the issuance of this bond exist, have happened, and have been done and performed in regular and due time, form, and manner; that the total indebtedness of the County, including this bond and the issue of which this bond is one, does not exceed any constitutional or statutory limitation thereon; and that provision has been made for the levy and collection of sufficient annual taxes, without limit, for the payment of the principal and interest hereof, as the same shall fall due.

THIS BOND shall not be entitled to any benefit under the Ordinance or become valid or obligatory for any purpose until it shall have been authenticated by the execution of the Certificate of Authentication which appears hereon by the manual signature of an authorized officer of the authenticating agent.

IN WITNESS WHEREOF, OCONEE COUNTY, SOUTH CAROLINA, has caused this bond to be signed in its name by the County Supervisor/Chairman of the County Council of Oconee County, by his facsimile signature, attested by the Clerk of the County Council of Oconee County, by her facsimile signature, under the Seal of Oconee County impressed or reproduced hereon, and this bond to be originally dated the first day of _____, 1996.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Supervisor/Chairman

ATTEST

Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds of the issue designated herein and issued under the provisions of the within-mentioned Ordinance.

By: _____
Authorized Officer

Date of Authentication: _____

(ADDITIONAL PROVISIONS TO APPEAR ON REVERSE SIDE OF EACH BOND)

THIS BOND is one of an issue of bonds of like original date of issue, tenor, and effect, except as to number, denomination, date of maturity, date of authentication, rate of interest, registered owner, and redemption provisions, aggregating Two Million Eight Hundred Thousand Dollars (\$2,800,000), issued pursuant to and for purposes authorized by the County Bond Act (Chapter 15, Title 4 of the Code of Laws of South Carolina 1976, as amended), as amended and continued by Act No. 125 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1977, and an ordinance (the Ordinance) duly enacted by the County Council of Oconee County, South Carolina, in order to obtain funds with which to defray the cost of constructing a new health sciences laboratory to be used by Tri-County Technical College.

THE ORDINANCE contains provisions defining terms; sets forth the terms and conditions upon which the covenants, agreements, and other obligations of the County made therein may be discharged at or prior to the maturity of this bond with provisions for the payment thereof in the manner set forth in the Ordinance; and sets forth the terms and conditions under which the Ordinance may be amended or modified with or without the consent of the owners of this bond. Reference is hereby made to the Ordinance, to all the provisions of which any owner of this bond by the acceptance hereof thereby assents.

THE BONDS of this issue maturing subsequent to March 1, 2007 are subject to redemption, at the option of the County, on and after March 1, 2006, in whole at any time, or in part, from time to time on any Interest Payment Date, but if in part, those maturities as designated by the County and by lot as to bonds or portions of bonds within a maturity (but only in integral multiples of \$5,000), at the redemption prices with respect to each bond or portion thereof, expressed as a percentage of principal amount of the bond to be redeemed, as set forth below, together, in each such case, with accrued interest to the date fixed for redemption:

<u>Redemption Period</u> <u>(both dates inclusive)</u>	<u>Redemption</u> <u>Prices</u>
March 1, 2006 to February 28, 2007	102%
March 1, 2007 to February 29, 2008	101
March 1, 2008 and thereafter	100

IF BONDS are called for redemption prior to their maturity, notice of redemption, describing the bonds or portions of bonds to be redeemed and specifying the redemption date and place or places where amounts due upon redemption will be payable, must be given by the County by sending notice, by certified or registered mail, not less than thirty (30) days and not more than sixty (60) days prior to the redemption date, to the Registered Owner of each bond to be redeemed in whole or in part at the address shown on the Books of Registry. Failure to give notice by mail or any defect in any notice so mailed with respect to any bond shall not affect the validity of the proceedings for redemption as to bonds for which notice was properly given. Interest on the bonds or portions thereof to be redeemed shall cease to accrue from and after the redemption date specified in the notice, unless the County defaults in making due provision for the payment of the redemption price thereof.

ALL PRINCIPAL, interest, or other amounts due hereunder shall be payable only to the Registered Owner hereof. This bond may not be transferred except by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner of this bond. Any purported assignment in contravention of the foregoing requirements shall be, as to the County, absolutely null and void. The person in whose name this bond shall be registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of, premium, if any, and interest on this bond shall be made only to or upon the order of the Registered Owner or his legal representative. All payments made in this manner shall be valid and effective to satisfy and discharge the liability of the County upon this bond to the extent of the sum or sums paid. No person other than the Registered Owner shall have any right to receive payments, pursue remedies, enforce obligations, or exercise or enjoy any other rights under this bond against the County. Notwithstanding the foregoing, nothing herein shall limit the rights of a person having a beneficial interest in this bond as against a person (including the Registered Owner) other than the County, as in the case where Registered Owner is a trustee or nominee for two or more beneficial owners of an interest in this bond.

THE BOND REGISTRAR shall not be required to exchange or transfer this bond (a) for the period beginning on the Regular Record Date and ending on the next succeeding Interest Payment Date or (b) if this bond has been called for redemption.

(ASSIGNMENT PROVISION TO APPEAR ON THE REVERSE SIDE OF EACH BOND)

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and
not as tenants in common
UNIF GIFT MIN ACT - _____

(Cust)

Custodian _____

(Minor)

under Uniform Gifts to Minors Act

(State)

Additional abbreviations may also be used, though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (Social Security No. or Other Identifying Number of Assignee _____) the within bond, and does hereby irrevocably constitute and appoint _____ to transfer the said bond on the books kept for registration thereof with full power of substitution in the premises.

DATED: _____

Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.



3161-1
Rev. 12/86

MEMORANDUM OF UNDERSTANDING
between the
OAKWAY Fire Department
and the
SOUTH CAROLINA FORESTRY COMMISSION

This memorandum made by and between the South Carolina Forestry Commission, and agency of the State of South Carolina, hereinafter referred to as the COMMISSION and the _____ hereinafter referred to as COOPERATOR.

INTRODUCTION

Because of the intermingling of structures and natural cover fuels in unincorporated areas of Oconee County, the objectives of the two above-named organizations are inseparable; i.e., to minimize the loss of life and property as a result of uncontrolled fire. Recognizing this, we, the undersigned, have arrived at the MEMORANDUM OF UNDERSTANDING for these primary purposes:

1. Provide for closest possible cooperation on mutual objectives.
2. Prevent misunderstanding as to purpose and responsibilities of our respective organizations.
3. Make possible effective support between organizations.

To implement this program, the following information as to organizational makeup is exchanged:

FIRE DEPARTMENT

1. AREA COVERED (narrative description or attach map)
2. SOURCE OF FUNDS
3. FACILITIES
 - (a) Equipment
 - (b) Manpower
4. TYPE ORGANIZATION (Volunteer, Subscription, Tax District, Municipal)

SOUTH CAROLINA FORESTRY COMMISSION

1. AREA COVERED: The county of Oconee, except for incorporated areas and Federal lands not under specific agreement.
NOTE: Equipment may be sent into incorporated areas upon request of the municipal fire department.
2. SOURCE OF FUNDS: State appropriations, supplemented by Federal matching funds.
3. FACILITIES
 - (a) Equipment
 - (b) Manpower
4. RESPONSIBILITIES: To provide a statewide system of fire protection on all lands outside of corporate limits which support enough growth or have sufficient inflammable debris or grass to constitute, in the judgement of the COMMISSION, a fire menace to itself or adjoining lands.

3161-1

OPERATIONAL PROCEDURES

In areas of mutual interest, we agree to the following operational procedures:

1. DISPATCHING:

- (a) The COMMISSION will dispatch personnel and/or equipment to any known forest, brush, grass, etc., fire or to any fire of unknown character.
- (b) The COOPERATOR will dispatch personnel to any known structure, building, residence, etc., fire, or to any fire of unknown character.

2. COMMUNICATIONS:

- (a) Having knowledge of same, the COMMISSION will immediately advise the COOPERATOR of any burning or threatened structure within the COOPERATOR's area of operation. (COOPERATOR's area of operation shown on attached map.)

3. MUTUAL ASSISTANCE:

- (a) Suppression. When both parties are represented at the same fire, the overall supervisory responsibility shall lie with the agency concerned most directly with the object than actually on fire. If both types of objects are on fire simultaneously, each agency shall attend its normal responsibility, and/or play a supporting role to the other based on a judgement decision as to the value involved or threatened. If immediate action is required, neither party shall be limited because of the type of object which is burning.
- (b) Training. Each party agrees to participate in those portions of the other parties' training program which have bearing on the individual parties' efficiency.
- (c) Each party agrees to lend its support to programs of the other agency which will increase the public awareness of the hazard and destruction of fire and/or make the objective of this Agreement possible.

This agreement will be effective from the date of execution by the STATE FORESTER and will continue in force from year to year, subject to any amendments which may be made hereof by mutual agreement of the parties, or unless terminated by either party by thirty (30) days written notice to the other, provided, however, that all of the provisions herein are complied with.

COOPERATOR

Fire Department

By _____

Chairman of Board

Witness _____

Date _____

Witness _____

SOUTH CAROLINA FORESTRY COMMISSION

By _____

State Forester

Witness _____

Date _____

Witness _____

- (5) The equipment may not be sold, junked, traded, or loaned, but must be returned to the COMMISSION at the COMMISSION'S Central Shop in Columbia for final disposition, and to notify the COMMISSION immediately if said equipment is lost, stolen, damaged, or involved in an accident.
- (6) The equipment will be painted a mutually agreeable color and be marked in a manner that will indicate the cooperation between the COOPERATOR and the COMMISSION, prior to placing the equipment in operation.
- (7) That any employee of the COOPERATOR or other person enlisted by the COOPERATOR to use said equipment shall not be considered an employee of the COMMISSION for any purpose. The COOPERATOR shall have the responsibility for any Workman's Compensation claim, or other claims, instituted by any person wearing said equipment at the request of the COOPERATOR.
- (8) That said equipment shall be used only for the purpose of fire suppression and prevention.
- (9) To not place the equipment in operation until complying with the conditions set forth in (4) and (5) above, however, that the equipment shall be placed in operation within six (6) months, of the date of receipt of the equipment. Failure to so comply shall cause for forfeiture of possession of the equipment to the COMMISSION.
- (10) That failure to comply with this agreement can jeopardize the COOPERATOR'S present and/or future participation in the Equipment Lease program.

This agreement will be effective from the date of execution by the STATE FORESTER and will continue in force from year to year unless terminated by either party by thirty (30) days written notice to the other, provided, however that all of the provisions herein are complied with.

COOPERATOR

_____ Fire Department

By _____

Title _____

Date _____

SOUTH CAROLINA FORESTRY COMMISSION

By _____ State Forester

Date _____

Witness

Witness

Witness

Witness



CERTIFICATE OF LIABILITY INSURANCE

The OAKWAY Fire Department situated in OCONEE County, S. C. has the following motorized vehicle(s) on loan from the S. C. Forestry Commission:

	<u>Type Vehicle</u>	<u>Serial #</u>	<u>Forestry Comm. ID#</u>
(1)	1978 TRUCK VAN	FE37HHD3065	
(2)			
(3)			
(4)			
(5)			

It is required that each such vehicle be insured with a minimum of \$15,000 bodily injury each person, \$30,000 each occurrence, \$5,000 property damage each occurrence, \$1,000 basic economic loss each person and \$500 medical payment each person.

Currently the above described vehicle(s) is/are insured as required by the

_____ Insurance Company under Policy # _____.

Dates of coverage are _____ to _____.

Said insurance was purchased through the _____ Insurance Agency.

Signed: _____

Title: _____

Date: _____

OCONEE COUNTY COUNCIL

ORDINANCE 96-4

BE IT ORDAINED, by Oconee County Council in Council duly assembled, upon third and final reading:

SECTION I:

This Ordinance shall be known as "The 1995-96 SUPPLEMENTAL APPROPRIATIONS ORDINANCE FOR OCONEE COUNTY".

SECTION II:

The purpose of this Ordinance is to amend and modify the 1995-96 Appropriations Ordinance for Oconee County, and to make appropriations, both supplemental and primary, from current revenue for the remaining portion of fiscal year 1995-96 and to transfer funds from department accounts to other authorized uses as stated herein in order to carry out the purposes and programs authorized by Oconee County Council.

SECTIONS III:

Unless specifically modified, amended or deleted herein, all appropriations of funds created by the "Appropriations Ordinance for Oconee County" (Ordinance 95-6) are hereby ratified and shall remain in full force and effect as originally published. All other sections of Ordinance 95-6 not modified, directly or by implication shall likewise remain in full force and effect.

REVENUES: (See Ordinance 95-6, pages 14 - 19)

EXPENDITURES: (See Ordinance 95-6, pages 20 - 90)

DESCRIPTION	LINE ITEM NUMBER	ORDINANCE 95-6 PLUS TRANSFERS	1995-96 CHANGE	ORDINANCE 96- BUDGET
G E N E R A L F U N D				
REVENUES				
INTEREST INCOME	10-080-00805-10330	275,000.	+ 122,000.	397,000.
LIBRARY	10-081-00810-21000	60,369.	+ 11,638.	72,007.
LIBRARY NRC	10-082-00830-41000	2,600.	+ 31.	2,631.
TOTAL REVENUE FUND 10			133,669.	
EXPENSE				
DEPARTMENT 7 GENERAL EXPENSE				
CONTINGENCY	10-007-00150-00767	108,290.	+ 72,807.	181,097.
TOTAL DEPARTMENT 7			72,807.	
DEPARTMENT 10 LIBRARY				
LIBRARY NRC	10-010-00155-10311	2,600.	+ 31.	2,631.
BOOKS	10-010-00255-03500	45,000.	+ 10,000.	55,000.
MAGAZINES / NEWS	10-010-00255-03504	7,869.	+ 2,131.	10,000.
AUDIO VISUAL	10-010-00255-03507	7,500.	- 493.	7,007.
TOTAL LIBRARY			+ 11,669.	
DEPARTMENT 17 ASSESSOR				
PROPERTY LISTER	10-017-00110-01723	16,995.	- 16,345.	650.
SOCIAL SECURITY	10-017-00130-00013	30,158.	- 1,250.	28,908.
RETIREMENT	10-017-00130-00014	23,111.	- 1,120.	21,990.
WORKMEN COMP	10-017-00130-00015	3,414.	- 92.	3,322.
TOTAL ASSESSOR			(18,807.)	
DEPARTMENT 74 L E C				
MEDICAL	10-074-00150-00062	56,534.	+ 68,000.	124,534.
TOTAL EXPENSE FUND 10			+ 133,669.	

DESCRIPTION	LINE ITEM NUMBER	ORDINANCE 95-6 PLUS TRANSFERS		1995-96 CHANGE	ORDINANCE 96- BUDGET
SPECIAL REVENUE FUND					
REVENUES					
DEHC/RED CROSS LIB	13-081-00810-11003	0	+	1,288.	1,288.
READING ASSISTANCE	13-081-00810-21002	0	+	6,000.	6,000.
LIB/PROJ III-E LD	13-082-00820-21006	5,749.	-	5,749.	0
LIB/PROJ III-D SSPC	13-082-00820-21008	5,749.	-	5,749.	0
LIB PROJ III-C INF	13-082-00820-21009	3,767.	+	1,982.	5,749.
LIB PROJ III-A FIELD	13-082-00821-21010	0	+	150.	150.
TOTAL SPECIAL REVENUE (13)				(2,078.)	
EXPENSE					
DEPARTMENT 10 LIBRARY					
DEHC/RED CROSS LIB	13-010-00255-11003	0	+	1,288.	1,288.
READING ASSISTANCE	13-010-00255-21001	0	+	6,000.	6,000.
LIB/PROJ III-E LD	13-010-00820-21006	5,749.	-	5,749.	0
LIB/PROJ III-D SSPC	13-010-00820-21008	5,749.	-	5,749.	0
LIB PROJ III-C INF	13-010-00820-21009	3,767.	+	1,982.	5,749.
LIB PROJ III-A FIELD	13-010-00821-21010	0	+	150.	150.
TOTAL EXPENSE				(2,078.)	

Ordinance 96-4

Page 4

APPROVED & ADOPTED on first reading this *21st* day of *May* 1996 by a vote of *4* yes to *0* no.

Opal O. Green
Opal O. Green
Council Clerk

APPROVED & ADOPTED on second reading this *1st* day of 1996 by *May* a vote of *3* yes to *2* no.

Opal O. Green
Opal O. Green
Council Clerk

APPROVED & ADOPTED on third and final reading this *16th* day of *April* 1996 by a vote of *5* yes to *0* no.

Norman D. Crain
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
Opal O. Green
Council Clerk

BID NO. 95-44
Use this number
on envelopes and
all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The INTERSTATE EQUIPMENT COMPANY

submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) listed below for an Esco stationary jaw.

	Total Price
1 ea. New Esco JTL-3042503 14R Stationary Jaw	<u>\$5,241.00</u>

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: August 1, 1996

Bidding Organization: Interstate Equipment Company

Address: P. O. Box 868, Statesville, NC 28687

Signature of Bidders Representative: Gene Barkley

Title: Assistant Parts Manager Date: May 1, 1996

Telephone: 704-873-9048

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

DATE: May 1, 1996 BID NO. 95-44

The Interstate Equipment Company takes the following exceptions:
(Bidder)

ALTERNATE BID:

(1) Bl-273-888 Stationary Jaw (original equipment)

TOTAL PRICE.....\$4,551.70

DELIVERY.....June 1, 1996

SIGNATURE: _____

Gene Barkley

BID NO. 95-44
Use this number
on envelopes and
all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The _____
submits herewith our Bid in response to bid request number shown above, and in
compliance with the description(s) and/or specification(s) listed below for an Esco
stationary jaw.

	Total Price
1 ea. New Esco JTL-3042503 14R Stationary Jaw	<u>5,847.80</u>

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: 32 weeks from date of received Po

Bidding Organization: Norx, Inc.

Address: P.O. Box 299, Norcross, GA 30091

Signature of Bidders Representative: Bucky Smith

Title: Sales Date: 4-29-96

Telephone: 770-449-1515

BID NO. 95-44
Use this number
on envelopes and
all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The CAROLINA'S RIGGING
submits herewith our Bid in response to bid request number shown above, and in
compliance with the description(s) and/or specification(s) listed below for an Esco
stationary jaw.

	Total Price
1 ea. New Esco JTL-3042503 14R Stationary Jaw	<u>\$ 6733.13</u>

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: 6 months ARD

Bidding Organization: CAROLINA'S RIGGING

Address: 1219 BLUFF RD COLUMBIA S.C 29201

Signature of Bidders Representative: Ronald Alderson

Title: General Manager Date: 5-3-96

Telephone: 803-799-7702

REQUEST TO RENEW CONTRACT WITH PIEDMONT EXPLOSIVES, INC.
FOR DRILLING AND BLASTING AT THE COUNTY QUARRY AS PER
TERMS OF BID 94-40. TERMS OF BID - 1 YEAR WITH OPTION TO
RENEW FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL
AGREEMENT OF BOTH PARTIES. THIS IS THE FIRST ONE-YEAR
RENEWAL, THE SECOND AND FINAL RENEWAL TO BE CONSIDERED
FOR JULY 1997.

COPY OF CONTRACT ATTACHED.

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

*

CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____ 1996, by and between OCONEE COUNTY (hereinafter the "COUNTY") and PIEDMONT EXPLOSIVES, INC. (hereinafter PIEDMONT EXPLOSIVES) of Statesville, North Carolina.

WHEREAS, the COUNTY did issue its invitation to bid on May 22, 1995 for drilling and blasting at the Oconee County Rock Quarry to which PIEDMONT EXPLOSIVES submitted a bid on June 7, 1995, subsequently accepted by the COUNTY;

WHEREAS, the parties hereto recognize the desirability and necessity of reducing their agreement in writing:

NOW THEREFORE:

1. **SCOPE OF PIEDMONT EXPLOSIVES' WORK**

PIEDMONT EXPLOSIVES shall furnish all qualified labor, materials, explosives, equipment and supplies necessary to shoot and blast rock at the COUNTY Rock Quarry to COUNTY specifications as designated by the Quarry Director (hole diameter no larger than 4.5" for 30" x 42" jaw crusher and pattern not to exceed 9' x 9', at a price equal to forty-four cents (\$.44) per ton of rock blasted and produced, which sum to be paid by the COUNTY within fifteen (15) days after receipt of a monthly invoice for services performed by PIEDMONT EXPLOSIVES for previous month, PIEDMONT EXPLOSIVES also agrees to drill and shoot again any boulders in excess of 4' x 6' or any PIEDMONT EXPLOSIVES knots or high bottom, and that there will be no sleeving of blast holes. In addition, shall take seismograph readings at each shot to assure that blasting vibration is not exceeding two inches (2") per second particle velocity.

II. **INSURANCE**

As a condition of this agreement, PIEDMONT EXPLOSIVES shall provide, at its own expense, public liability insurance of not less than five hundred thousand/one million (\$500,000/\$1,000,000) dollars for bodily injury and property damage resulting from drilling, blasting or other operations by PIEDMONT EXPLOSIVES. Contractor will be ultimately responsible for any damages to any COUNTY and/or private equipment or buildings sustained during a blast. PIEDMONT EXPLOSIVES will also provide COUNTY with a performance bond in the penal sum of one hundred fifty thousand (\$150,000) dollars guaranteeing the full and faithful performance of this contract and agreement. In addition to the public liability insurance, PIEDMONT EXPLOSIVES shall furnish the COUNTY proof of coverage of its employees or any sub-contractor by a valid policy of worker's compensation insurance.

III. SUB-CONTRACTORS

PIEDMONT EXPLOSIVES agrees that any sub-contractor shall be selected by it from among qualified sub-contractors who have demonstrated their qualifications by experience, personnel and equipment in similar drilling and/or handling of explosive materials. Any sub-contractor shall be covered as an additional insured party under its general liability policy and all employees of any sub-contractor shall be covered by policies of worker's compensation insurance.

IV. LICENSES: OTHER REGULATIONS

PIEDMONT EXPLOSIVES shall submit proof to the COUNTY of its license to perform the services which it undertakes here to do on behalf of the COUNTY, including but not limited to their South Carolina Blasting License and Permit requirements of the South Carolina Tax Commission for non-resident contractors, as well as licenses by the South Carolina Board of Contractors if the same be appropriate or necessary. In addition, PIEDMONT EXPLOSIVES agrees to comply with all state and Federal regulations, such as, but not limited to any MSHA approved state certification requirements in regard to explosives, mine safety and health requirements as well as the requirements of the South Carolina Department of Health and Environmental Control and/or Environmental Protection Agency concerning pollution, dust abatement and water stream infiltration.

V. PRODUCTION

It is estimated by the parties that PIEDMONT EXPLOSIVES shall be requested to product two hundred seventy-five thousand (275,000) tons of rock under the terms of this contract, but each of the parties recognize that this is an approximate figure, and the COUNTY reserves the right to determine the quantity of rock to be drilled and shot within a specified time throughout the Contract Period. For the purpose of this Contract, the term "Contract Period" shall be defined as a period commencing on the 1st day of July, 1996, and ending on the 15th day of June, 1997.

VI. ADDITIONAL UNDERTAKINGS OF PIEDMONT EXPLOSIVES

PIEDMONT EXPLOSIVES undertakes and agrees to furnish and be responsible for the proper storage of all explosives materials as well as any of its equipment which it brings to the job. Space shall be made available by the COUNTY to PIEDMONT EXPLOSIVES for purpose of storage but the COUNTY assumes no responsibility for the safety, integrity or security of any supplies, explosives materials, equipment or machinery of PIEDMONT EXPLOSIVES or its sub-contractors brought upon the job site.

VII. RELATIONSHIP OF THE PARTIES

The parties mutually recognize their relationship to be one of owner (COUNTY) and independent contractor (PIEDMONT EXPLOSIVES). Any sub-contracts entered into by PIEDMONT EXPLOSIVES with certain or specific sub-contractors shall provide an agreement that such sub-contractors shall be subject to the terms and conditions of this Contract, and any failure or breach by PIEDMONT EXPLOSIVES shall afford the COUNTY whatever remedies it may have available to it and the right of any sub-contractors to claim against the COUNTY for the service performed on behalf of PIEDMONT EXPLOSIVES for equipment, labor or supplies furnished by such sub-contractors at PIEDMONT EXPLOSIVES' request on the project defined

and delineated herein shall be subject to any set-off, defense or claim which may be available to the COUNTY by reason of default by PIEDMONT EXPLOSIVES in the terms and conditions of its agreement with the COUNTY. PIEDMONT EXPLOSIVES will furnish to the COUNTY the name of any and all sub-contractors on the project and a statement in writing by such sub-contractors that the sub-contractor has knowledge of the terms and conditions of this agreement and the subrogation of its rights to those of the COUNTY in the event of any defense, set-off or claim which the COUNTY may have by reason of the failure of PIEDMONT EXPLOSIVES to perform its contractual obligations to the COUNTY.

VIII. TAXES

PIEDMONT EXPLOSIVES and its sub-contractors (if any) shall be responsible for the collection and payment of all taxes to the State of South Carolina, to the United States, or to other taxing authorities, including but not limited to payroll taxes, unemployment compensation assessments, withholding taxes, FICA contributions and withholdings.

IX. PROVISIONS FOR CLAIMS AGAINST PIEDMONT EXPLOSIVES

In the event the COUNTY shall receive, in writing, notice of any claims by sub-contractors, materialmen, suppliers, laborers, or mechanics on account of work performed, supplies or materials furnished, repairs performed, goods or equipment furnished at the request of PIEDMONT EXPLOSIVES for use and equipment upon the project, the COUNTY shall have the option of:

- 1.) Withholding the amount of such claims until proof of payment has been furnished to the COUNTY by PIEDMONT EXPLOSIVES in a form satisfactory to the COUNTY;
- 2.) To pay such sums into the Clerk of Court of Oconee County for distribution upon successful prosecution of such claims; or
- 3.) To include in any check or draft for payment due PIEDMONT EXPLOSIVES the name of such claimant;

until such time proof satisfactory to the COUNTY that such claim has in fact been satisfied and no further claims exists, all at the option of the COUNTY. At the completion of the project and the work to be performed by PIEDMONT EXPLOSIVES, PIEDMONT EXPLOSIVES agrees to execute, in writing, its affidavit that all sub-contractors, materialmen, mechanics, suppliers, and laborers have been paid in full and, at the request of the COUNTY, will further furnish to the COUNTY statements in writing by such sub-contractors, suppliers, materialmen, laborers or mechanics waiving their rights, if any, to file a claim or lien against the COUNTY by reason of such materials, supplies, labor, equipment or services performed on behalf of PIEDMONT EXPLOSIVES regarding this project.

X. LABOR REGULATIONS

PIEDMONT EXPLOSIVES agrees to comply with all labor laws of the United States of America and the State of South Carolina and to at all times maintain the safety of its employees as required by OSHA and/or the South Carolina Department of Labor.

XI. ASSIGNMENT

The duties and responsibilities of PIEDMONT EXPLOSIVES as General Contractor may not be assigned without the prior written consent of the COUNTY, but nothing herein shall prevent PIEDMONT EXPLOSIVES from sub-contracting a portion of the scope of the work, provided such sub-contractor shall be qualified within the meaning of this agreement, and such sub-contractor shall be subject to the terms and conditions hereof.

XII. INTERPRETATION AND VENUE

This contract shall be interpreted and construed under the laws of the State of South Carolina, and should any dispute arise by and between the parties, it is mutually understood and agreed that any litigation arising out of such dispute shall have, as its jurisdiction and venue, the Court of Common Pleas of Oconee County, South Carolina.

XIII. EXECUTION - ACKNOWLEDGMENT

Each of the parties acknowledge its consent and agreement to the terms of this Contract by affixing hereto their Seals, over the hands of such of their officers as are authorized to contract on behalf of the parties, and each acknowledge receipt of an executed and signed copy hereof, which shall constitute an original.

TO ALL OF WHICH the parties have heretofore agreed, and in witness whereof, have hereunto placed their Seals and caused these presents to be executed by their officers and agents authorized to do so, this day and date first above written.

Signed, Sealed, and Delivered
in the Presence of:

(As to County)

OCONEE COUNTY (seal)

BY: _____
Supervisor-Chairman

(As to PIEDMONT EXPLOSIVES)

PIEDMONT EXPLOSIVES, INC.

BY: _____
Title: _____

MEMORANDUM

TO: Noramn Crain and County Council
FROM: Tommy Crumpton, Rock Quarry
SUBJECT: Monies from Contingency
DATE: May 21, 1996

I would like to request that you allow me to purchase repair parts out of the contingency fund in the amount of \$9,287.00 to allow us to repair our Telsmith Model 44 Gyrashpere Crusher. These repairs were unexpected and being this late in the budget year I have not allowed any monies for the repairs and parts needed.

BID NO. 95-45
 TIME: 2:00 P.M.

BID TABULATION
 FOOD FOR LEC

DATE: MAY 16, 1
 LOCATION: WALHALLA

BID TABULATION
 FOOD FOR LEC

1	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
					Milton's FoodService		PYA/Monarch		Institution Food House		Bell/Sysco		Greenville Paper		Southeastern Paper	
2	QTY	UT	FOOD DESCRIPTION	PACKAGED	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
3	3	ea	Sliced Pears (light syrup)	6-10# cans	19.99	59.97	22.30	66.90	21.80	65.40	23.79	71.37		0.00		0.00
4	5	ea	Chocolate Pudding	6-10# cans	19.45	97.25	19.55	97.75	19.33	96.65	18.91	94.55		0.00		0.00
5	15	ea	Vanilla Pudding	6-10# cans	20.99	314.85	19.55	293.25	19.33	289.95	18.91	283.65		0.00		0.00
6	15	ea	Hotdog Chili (Castleberry's)	6-10# cans	24.98	374.70	24.50	367.50		0.00	22.00			0.00		0.00
7	5	ea	Mushroom Soup (Campbell's)	12-50 oz.	27.90	139.50	28.50	142.50	28.56	142.80	27.89	139.45		0.00		0.00
8	10	ea	Mixed Vegetables	6-10# cans	12.98	129.80	13.10	131.00	14.76	147.60	14.44	144.40		0.00		0.00
9	5	ea	Sweet Green Peas	6-10# cans	17.98	89.90	18.35	91.75	18.92	94.60	18.49	92.45		0.00		0.00
10	15	ea	Pork and Beans	6-10# cans	11.89	178.35	12.95	194.25	11.49	172.35	11.62	174.30		0.00		0.00
11	15	ea	Whole Kernel Corn	6-10# cans	16.45	246.75	16.35	245.25	15.26	228.90	17.79	266.85		0.00		0.00
12	5	ea	Cream Style Corn	6-10# cans	16.98	84.90	18.35	91.75	18.45	92.25	16.75	83.75		0.00		0.00
13	10	ea	Green Beans	6-10# cans	11.99	119.90	12.90	129.00	12.93	129.30	13.17	131.70		0.00		0.00
14	5	ea	Cut Yellow Squash	6-10# cans	14.79	73.95	16.85	84.25	17.32	86.60	16.34	81.70		0.00		0.00
15	10	ea	Instant Potato Flakes (Pillsbur	6-10# cans		0.00	29.10	291.00	36.49	364.90		0.00		0.00		0.00
16	2	ea	Shredded Sauerkraut	6-10# cans	14.98	29.96	14.45	28.90	14.20	28.40	15.97	31.94		0.00		0.00
17	5	ea	Cut Sweet Potatoes	6-10# cans	14.29	71.45	16.20	81.00	16.06	80.30	15.86			0.00		0.00
18	2	ea	Dark Red Kidney Beans	6-10# cans	11.98	23.96	13.15	26.30	14.37	28.74	12.92	25.84		0.00		0.00
19	15	ea	Ketchup (Hunt's)	6-10# cans	18.98	284.70	16.95	254.25	17.85	267.75	19.10	286.50		0.00		0.00
20	3	ea	Grape Jelly	6-10# cans	27.96	83.88	33.40	100.20	25.15	75.45	24.02	72.06		0.00		0.00
21	8	ea	Apple Jelly	6-10# cans	29.98	239.84	35.00	280.00	25.04	200.32		0.00		0.00		0.00
22	10	ea	Apple Butter	6-10# cans	18.89	188.90	23.75	237.50	20.91	209.10	24.00	240.00		0.00		0.00
23	10	ea	Applesauce	6-10# cans	12.99	129.90	14.55	145.50	13.91	139.10	16.05	160.50		0.00		0.00
24	20	ea	Whole White Potatoes 180/22	6-10# cans	21.65	433.00	21.15	423.00	21.40	428.00	12.58			0.00		0.00
25	5	ea	Lima Beans	6-10# cans	19.98	99.90	17.60	88.00	15.26	76.30	18.11	90.55		0.00		0.00
26	5	ea	Mushroom Pieces	6-10# cans	39.99	199.95	38.05	190.25	30.22	151.10	32.43	162.15		0.00		0.00
27	15	ea	Diced Tomatoes	6-10# cans	14.96	224.40	16.55	248.25	15.85	237.75	19.26	288.90		0.00		0.00
28	4	ea	Seasoned Salt (Lawry's)	5 lb. bucket	9.87	39.48	9.25	37.00	12.04	48.16	8.84	35.36		0.00		0.00

1,112.13

1335.75

151.31

708.22

FOOD BID LEC

FOOD BID LEC

BID NO. 95-45
 TIME: 2:00 P.M.

BID TABULATION
 FOOD FOR LEC

DATE: MAY 16,
 LOCATION: WALHALLA

BID TABULATION
 FOOD FOR LEC

1	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
					Milton's FoodService		PYA/Monarch		Institution Food House		Bell/Sysco		Greenville Paper		Southeastern Paper	
2	QTY	UT	FOOD DESCRIPTION	PACKAGED	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
29	10	ea	Crushed Red Pepper	12 oz. ct.	3.69	36.90	4.75	47.50	5.11	51.10	25.56	255.60		0.00		0.00
30	2	ea	Brown Sugar	20 lb. bag		0.00	12.60		11.46	22.92	11.84	23.68		0.00		0.00
31	30	ea	Sugar	50 lb. bag	16.40	492.00	16.95	508.50	17.58	527.40	17.46	523.80		0.00		0.00
32	3	ea	Ind. Sugar Packets	1000 ct.	7.96		8.10	24.30	8.05	24.15	8.10	24.30		0.00	7.82	23.46
33	1	ea	Ind. Pepper Packets	1000 ct.	10.98	10.98	5.15	5.15	10.09	10.09	6.66			0.00	5.79	
34	4	ea	A-1 Steak Sauce	12-10 oz. bot	32.97	131.88	33.10	132.40	34.97	139.88	32.86	131.44		0.00		0.00
35	4	ea	Worcestershire Sauce Lee &	12-10 oz. bot	22.68	90.72	21.60	86.40		0.00	25.35			0.00		0.00
36	15	ea	Heavy Duty Mayonnaise	4-1 gal. jugs	13.99	209.85	14.95	224.25	14.78	221.70	13.39	200.85		0.00		0.00
37	5	ea	Hot Sauce (Texas Pete)	24-6 oz. bottles		0.00	11.00	55.00	11.66	58.30	11.48	57.40		0.00		0.00
38	10	ea	Pancake & Waffle Syrup	4-1 gal. jugs	11.90	119.00	15.05	150.50	12.82	128.20	10.80	108.00		0.00		0.00
39	5	ea	Mustard	4-1 gal. jugs	7.40	37.00	7.90	39.50	7.43	37.15	6.05	30.25		0.00		0.00
40	5	ea	Sweet Relish	4-1 gal. jugs	13.99	69.95	17.75	88.75	17.69	88.45	15.57	77.85		0.00		0.00
41	15	ea	Lemon Filling	8-10# cans		0.00	20.80	312.00	21.93	328.95		0.00		0.00		0.00
42	8	ea	Imitation Lemon Extract	1 qt.		0.00	6.67	53.36	3.80	30.40	5.91			0.00		0.00
43	10	ea	Ind. Wrapped Saltines	500 2 cr. pac	10.98	109.80	5.35	53.50	10.05	100.50	9.54	95.40		0.00		0.00
44	10	ea	Dry Lima Beans	20 lb. box	12.39	123.90	13.70	137.00	13.91	139.10	15.55			0.00		0.00
45	15	ea	Dry Black Eyed Peas	20 lb. box	10.98	164.70	10.45	156.75	12.33	184.95	12.15	182.25		0.00		0.00
46	15	ea	Dry Pinto Beans	20 lb. box	9.96	149.40	8.60	129.00	8.80	132.00	10.06	150.90		0.00		0.00
47	15	ea	Dry Northern Beans	20 lb. box	12.98	194.70	12.95	194.25	13.81	207.15	15.61	234.15		0.00		0.00
48	15	ea	Egg Noodles	10 lb. box	6.96	104.40	6.03	90.45	8.03	120.45	6.68			0.00		0.00
49	4	ea	Soup Base w/Chicken Fat	6-1 lb. jars	21.96	87.84	7.60	30.40	4.25/ea		39.52	158.08		0.00		0.00
50	4	ea	Soup Base w/Beef flavor	6-1 lb. jars	23.98	95.92	6.60	26.40	4.72/ea		43.64	174.56		0.00		0.00
51	5	ea	Jello (Assorted Red)	12-24 oz. pa	14.89	74.45	20.70	103.50	15.47	77.35	14.05	70.25		0.00		0.00
52	5	ea	Non-Dairy Creamer (Coffee Ti	1000 ct.	11.80	59.00	10.95	54.75	10.04	50.20	12.59	62.95		0.00		0.00
53	10	ea	Grits	25 lb. bag	6.79	67.90	14.65		11.99	119.90	12.53	125.30		0.00		0.00
54	5	ea	Rice	25 lb. bag	6.89	34.45	8.40	42.00	9.31	46.55	9.38	46.90		0.00		0.00

768.18
 FOOD BID LEC

597.35

80.60

1589.71

23.46

BID NO. 95-45
 TIME: 2:00 P.M.

BID TABULATION
 FOOD FOR LEC

DATE: MAY 16,
 LOCATION: WALHALLA

BID TABULATION
 FOOD FOR LEC

1	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
					Milton's FoodService		PYA/Monarch		Institution Food House		Bell/Sysco		Greenville Paper		Southeastern Paper	
2	QTY	UT	FOOD DESCRIPTION	PACKAGED	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
55	3	ea	Macaroni	10 lb. bag	9.96		9.09	27.27	11.38	34.14	10.25			0.00		0.00
56	3	ea	Hoop Cheese (Cheddar)	1-25 lb. rd. bl	2.09		2.45#		2.11#	126.79	1.921#	126.79		0.00		0.00
57	8	ea	(Sub) Amer. Cheese Block	6-5 lb. box		0.00	55.30	442.40		0.00	52.26	418.08		0.00		0.00
58	2	ea	Orange Juice	48-6 oz. cans	8.99	17.98	13.90	27.80	12.62	25.24	12.76			0.00		0.00
59	2	ea	Apple Juice	48-6 oz. cans	8.99	17.98	14.30	28.60		0.00	11.33			0.00		0.00
60	50	ea	Self Rising Flour	25 lb. bag	5.80	290.00	6.81	340.50	5.81	290.50	6.59	329.50		0.00		0.00
61	20	ea	Self Rising Cormeal	25 lb. bag	5.99	119.80	5.85	117.00	6.15	123.00	6.70	134.00		0.00		0.00
62	50	ea	Plain Flour	25 lb. bag	5.80	290.00	6.05	302.50	6.64	332.00	6.05	302.50		0.00		0.00
63	10	ea	Frozen Chopped Broccoli	40 oz. box	11.99		23.55		14.71	147.10	19.75			0.00		0.00
64	10	ea	Frozen Cut Green Peppers	6-2 lb. bags	10.86	108.60	9.95	99.50	9.83	98.30	8.70			0.00		0.00
65	30	ea	Sliced Bacon	15 lb. box	12.99	389.70	15.73		13.70	411.00	10.05	301.50		0.00		0.00
66	40	ea	Sausage Patties	12# box	16.50	660.00	14.15	566.00	15.95	638.00	10.51	420.40		0.00		0.00
67	30	ea	Ground Beef	10# roll	12.55	376.50	73#	233.60	96#		market			0.00		0.00
68	10	ea	Chicken Livers	6 boxes to ca	19.90	199.00	12.30	123.00	16.85	168.50	17.52			0.00		0.00
69	30	ea	Turkey Franks	10 lb. box	17.98		6.60	198.00	8.05	241.50	8.54			0.00		0.00
70	10	ea	Combeef Hash (Castleberry's)	6-10 lb. cans		0.00	56.60	566.00		0.00		0.00		0.00		0.00
71	10	ea	Canned Combeef	6-6 lb. cans		0.00	56.00	560.00	57.94	579.40		0.00		0.00		0.00
72	20	ea	Ground Beef Patties	40-4 oz. 10#	11.80	236.00	21.69		10.20	204.00	18.37	367.40		0.00		0.00
73	30	ea	Perch 4 oz.	40 ct.	21.98	659.40	69.50		15.90	477.00	72.65			0.00		0.00
74	15	ea	Med. Wt. Plastic Spoons	1000 ct.	7.99	119.85	8.20	123.00	6.98	104.70	8.18	122.70	6.62	99.30	6.00	90.00
75	10	ea	Med. Wt. Plastic Forks	1000 ct.	7.99	79.90	8.10	81.00	6.98	69.80	8.18	81.80	6.62	66.20	6.00	60.00
76	2	ea	Heavy Duty Aluminum Foil	18" x 500'	19.99	39.98	24.15	48.30	26.16	52.32	42.80		21.35	42.70	23.00	46.00
77	2	ea	Heavy Duty Aluminum Foil	12" x 1000'	23.99	47.98		0.00	22.15	44.30	19.62	39.24	21.77	43.54	21.95	
78	20	ea	Dry Split Peas	20 lb. bag	8.99	179.80	8.10	162.00		0.00	8.85	177.00		0.00		0.00
79	10	ea	Vanilla Waffers	4 lb. box	6.86	68.60	8.55	85.50	7.00	70.00	6.22	62.20		0.00		0.00
80	4	ea	Tartar Sauce	4/1 gallon	18.98	75.92	20.60	82.40	23.44	93.76	23.15	92.60		0.00		0.00

731.86

1264.81

1361.80

1912.61

156.00

FOOD BID LEC

FOOD BID LEC

BID NO. 95-45
TIME: 2:00 P.M.

BID TABULATION
FOOD FOR LEC

DATE: MAY 16,
LOCATION: WALHALLA

BID TABULATION
FOOD FOR LEC

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1					Milton's FoodService		PYA/Monarch		Institution Food House		Bell/Sysco		Greenville Paper		Southeastern Paper	
2	QTY	UT	FOOD DESCRIPTION	PACKAGED	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
81	12 ea	ea	Sanitize Tablets	6-100 ct.	29.98		14.10	169.20	15.47	185.64	17.38	208.56		0.00	1.50 ea 1.00 ea 2.25	162.00
82	15 ea	ea	Shortening (Solid)	30-24 oz.		0.00	21.40	321.00	34.69	520.35	21.80			0.00		0.00
83	25 ea	ea	Clear Vegetable Shortening	35 lb.	13.90	347.50	14.85	371.25	13.49	337.25	13.50	337.50		0.00		0.00
84	5 ea	ea	Frozen Corn on the Cob	96 ct.	12.98	64.90	12.15	60.75	12.56	62.80	12.72	63.60		0.00		0.00
85	4 ea	ea	Tomato Juice Can	12-46 oz.	11.68	46.72	10.60	42.40	13.59	54.36	10.72	42.88		0.00		0.00
86	10 ea	ea	Lemon Pepper	27 oz.	5.49	54.90	5.90	59.00	9.64	96.40	34.88			0.00		0.00
87	5 ea	ea	White Pepper	6 lb.	27.90	139.50	26.25	131.25	24.62	123.10	85.58			0.00		0.00
88	3 ea	ea	Italian Dressing	4/1 gallons	19.90	59.70	15.60	46.80	18.25	54.75	22.30	66.90		0.00		0.00
89	5 ea	ea	Veal Patty 4 oz.	10 lb. box	12.90	64.50	11.30	56.50	13.45	67.25	14.24	71.20		0.00		0.00
90	10 ea	ea	Cubed Steak 4 oz.	10 lb. box	9.99	99.90	24.30	243.00	23.26	232.60	13.64			0.00		0.00
91	5 ea	ea	Country Fried Steak 4 oz.	10 lb. box	17.99	89.95	17.50	87.50	15.90	79.50	22.98			0.00		0.00
92	5 ea	ea	Breaded Chuckwagon 4 oz.	10 lb. box	13.99	69.95	13.40	67.00	13.22	66.10	14.89			0.00		0.00
93	10 ea	ea	Buffet Hams	10 lb.	1.49	14.90	1.59	15.90	2.02##		1.894##			0.00		0.00
94	10 ea	ea	Sausage Links 2 oz.	10 lb. box	23.98		20.70	207.00	11.94	119.40	15.14			0.00		0.00
95	20 ea	ea	Smoke Sausage Dogs 4/1	10 lb. box		0.00	26.95	539.00	20.82	416.40		0.00		0.00		0.00
96	2 ea	ea	Turkey Bologna	10 lb. roll	14.99	44.97	.77##		.86##			0.00		0.00		0.00
97	9 ea	ea	Bologna (all meat)	10 lb. roll	1.18##	106.20	1.20##		19.42	174.78	16.53			0.00		0.00
98	6 ea	ea	Turkey Roll	10 lb. roll	20.90	125.40	23.90		20.00	120.00	21.84			0.00		0.00
99	8 ea	ea	Salami	10 lb. roll	1.39##		1.73		1.58##		14.97	119.76		0.00		0.00
100	27 ea	ea	Luncheon Meat	6 lb. can	5.89	159.03		0.00	13.89	375.03	15.44			0.00		0.00
101	6 ea	ea	Liver Cheese	6 lb. loaf		0.00		0.00		0.00		0.00		0.00		0.00
102	1 ea	ea	Pepperoni (sliced)	25 lb.	53.90	53.90	42.80	42.80	47.66	47.66	46.19	46.19		0.00		0.00
103	4 ea	ea	Pitted Ripe Black Olives	6-#10 cans	33.98	135.92	41.15	164.60	37.32	149.28	45.07	180.28		0.00		0.00
104	5 ea	ea	Pizza Sauce	6-#10 cans	15.96	79.80	16.35	81.75	19.27	96.35	16.21	81.05		0.00		0.00
105	2 ea	ea	Burrito's - Beef and Bean	48 ct. box 4.	15.99			0.00	28.24	56.48	19.56	39.12		0.00		0.00
106	2 ea	ea	Pizza Crust 16"	24 ct. box	15.90		13.20	26.40		0.00	19.41			0.00		0.00

821.02 596.65 1141.75 153.32 162.00
FOOD BID LEC FOOD BID LEC

BID NO. 95-45
 TIME: 2:00 P.M.

BID TABULATION
 FOOD FOR LEC

DATE: MAY 16,
 LOCATION: WALHALLA

BID TABULATION
 FOOD FOR LEC

1	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
					Milton's FoodService		PYA/Monarch		Institution Food House		Bell/Sysco		Greenville Paper		Southeastern Paper	
2	QTY	UT	FOOD DESCRIPTION	PACKAGED	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
107	3	ea	Strawberries	6-#10 cans		0.00	31.40	94.20		0.00	8.96			0.00		0.00
108	5	ea	Cauliflower - Frozen	12 - 2 lb.	19.96	99.80	21.40	107.00	22.98	114.90	20.44	102.20		0.00		0.00
109	10	ea	Solid Mozzarella Cheese	8 - 6 lb.	1.75#		1.79#		57.47	574.70		0.00		0.00		0.00
110	4	ea	Cole Slaw Dressing	4/1 gallon	20.69	82.76	19.10	76.40	22.91	91.64	24.11	96.44		0.00		0.00
111	2	ea	Com Syrup	4/1 gallon	15.90	31.80	32.10	64.20	35.14	70.28	30.74	61.48		0.00		0.00
112	2	ea	Soy Sauce	4/1 gallon	11.80	23.60	22.05	44.10	6.46/ea		25.76	51.52		0.00		0.00
113	4	ea	Pancake Mix	6 - 5 lb.	14.98	59.92	17.50	70.00	15.32	61.28	16.68	66.72		0.00		0.00
114	3	ea	Yeast Dough Mix	50 lb. bag		0.00		0.00	14.85	44.55	35.85			0.00		0.00
115	4	ea	Cheese Cake Mix	6-4 lb.	51.90	207.60	52.25	209.00	54.42	217.68	50.04	200.16		0.00		0.00
116	1	ea	Chocolate Chips	10 lb.	14.98	14.98	21.60	21.60	29.25		49.78			0.00		0.00
117	8	ea	Ham Base	12 - 1 lb.	32.90	263.20	33.30	266.40		0.00	14.24	113.92		0.00		0.00
118	2	ea	Taco Shells	1 - 200 ct.	7.40	14.80	6.20	12.40	7.16	14.32	6.81	13.62		0.00		0.00
119	4	ea	Strawberry Pie Filling	6 - #10 can	45.90	183.60	46.25	185.00	24.74	98.96	37.03			0.00		0.00
120	4	ea	Strawberry Jam	6 - #10 can	45.90	183.60		0.00	34.72	138.88		0.00		0.00		0.00
121	4	ea	Blackberries	6 - #10 can	44.90	179.60	37.30	149.20		0.00		0.00		0.00		0.00
122	10	ea	French Style Green Beans	6 - #10 can	16.00	160.00	17.75	177.50		0.00	18.71	187.10		0.00		0.00
123	10	ea	Mount Stirling Italian Green B	6 - # 10 can	14.60	146.00	17.80		16.48	164.80		0.00		0.00		0.00
124	3	ea	Lasagna Noodles	10 lb. box	7.99	23.97	6.18	18.54	7.85	23.55	7.09	21.27		0.00		0.00
125	10	ea	Cream of Celery Soup	12/50 oz.	24.60	246.00	25.60	256.00	26.27	262.70	25.35	253.50		0.00		0.00
126	10	ea	Italian Tomato Soup	12/50 oz.	29.99	299.90	21.95			0.00		0.00		0.00		0.00
127	10	ea	Cream of Potato Soup	12/50 oz.	28.60	286.00	29.20	292.00	29.74	297.40	29.03	290.30		0.00		0.00
128	10	ea	Minestrone Soup	12/50 oz.	29.98	299.80	30.10	301.00	31.65	316.50	30.54	305.40		0.00		0.00
129	10	ea	Beef Consomme Soup	12/50 oz.	27.90	279.00	25.30	253.00	28.23	282.30	27.78	277.80		0.00		0.00
130	10	ea	Chicken and Rice Soup	12/51 oz.	29.90	299.00	29.95	299.50	38.86	388.60		0.00		0.00		0.00
131	10	ea	Cream of Chicken Soup	12/51 oz.	27.89	278.90	28.40	284.00	29.12	291.20	28.11	281.10		0.00		0.00
132	10	ea	Cream of Tomato Soup	12/50 oz.	21.80	218.00	21.95		22.29	222.90		0.00		0.00		0.00

BID NO. 95-45
 TIME: 2:00 P.M.

BID TABULATION
 FOOD FOR LEC

DATE: MAY 16,
 LOCATION: WALHALLA

BID TABULATION
 FOOD FOR LEC

1	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
					Milton's FoodService		PYA/Monarch		Institution Food House		Bell/Sysco		Greenville Paper		Southeastern Paper	
2	QTY	UT	FOOD DESCRIPTION	PACKAGED	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
133	20	ea	Frosted Flakes	8 - 35 oz.	12.60	252.00	27.30		27.37	547.40	28.95			0.00		0.00
134	10	ea	Cocoa Puffs	4 - 35 oz.	31.79	317.90	32.00	320.00	31.26	312.60		0.00		0.00		0.00
135	10	ea	Fruit Loops	4 - 31 oz.	25.00	250.00	25.40	254.00	24.91	249.10		0.00		0.00		0.00
136	4	ea	Taco Seasoning Mix	1 - 5 lb.	10.49	41.96	10.21	40.84		0.00	8.08			0.00		0.00
137	2	ea	Poultry Seasoning	6 - 12 oz.	20.96	41.92	6.85	13.70		0.00	41.48			0.00		0.00
138	10	ea	Chicken Noodle Soup	12/50 oz.	24.98	249.80	25.65	256.50	26.38	263.80	30.54			0.00		0.00
139	1	ea	Cream of Tartar	1 - 2 lb.		0.00	8.75	8.75		0.00	51.83			0.00		0.00

				501.80	383.29	249.10										335.46
				6098.89	4781.65	4487.71	4989.50									16.77
			<i>Sales Tax</i>	304.94	239.08	224.39	249.48									352.23
			<i>Total</i>	6,403.83	5020.73	4712.10	5238.98									

BID NO. 95-45

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

OCONEE COUNTY PURCHASING DEPARTMENT

(Mailing) 208 BOOKER DRIVE

(Location) 201 WEST MAIN STREET

WALHALLA, SC 29691

803-638-4141

BID FORM

Bidding Organization: MILTON'S FOODSERVICE
3501 OLD OAKWOOD RD.
OAKWOOD, GA. 30566

By (signature) Chad Cavan Title SALES REP.

Telephone 800 257 8913 Delivery Date 5/15/96

Quantities of items listed may vary slightly, depending on available funds. Bidders may bid on any or all items. Oconee County reserves the right to award this bid based on low bid per item, provided it is in the best interest of Oconee County. Additionally, if either shipment and/or invoice are incorrect when delivered to Oconee County, Oconee County will refuse delivery until problem is corrected. Vendor would also be subject to temporary disqualification on future bids. All items shall include delivery to Oconee County Law Enforcement Center, Walhalla, SC.

FOOD LIST ON ATTACHED SHEETS NUMBERING FOUR (4) PAGES

BID NO. 95-45

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

OCONEE COUNTY PURCHASING DEPARTMENT
(Mailing) 208 BOOKER DRIVE
(Location) 201 WEST MAIN STREET
WALHALLA, SC 29691
803-638-4141

BID FORM

Bidding Organization: PIA/Monarch, Inc.

P.O. Box 1569

Greenville, S.C. 29602

By (signature) Bradley A. Cook Title Sales Representative

Telephone 864-269-5250 Delivery Date _____

Quantities of items listed may vary slightly, depending on available funds. Bidders may bid on any or all items. Oconee County reserves the right to award this bid based on low bid per item, provided it is in the best interest of Oconee County. Additionally, if either shipment and/or invoice are incorrect when delivered to Oconee County, Oconee County will refuse delivery until problem is corrected. Vendor would also be subject to temporary disqualification on future bids. All items shall include delivery to Oconee County Law Enforcement Center, Walhalla, SC.

FOOD LIST ON ATTACHED SHEETS NUMBERING FOUR (4) PAGES

BID NO. 95-45

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

OCONEE COUNTY PURCHASING DEPARTMENT
(Mailing) 208 BOOKER DRIVE
(Location) 201 WEST MAIN STREET
WALHALLA, SC 29691
803-638-4141

BID FORM

Bidding Organization: INSTITUTION FOOD HOUSE, INC.

605 FARLEY AVE

LAURENS, SC 29360

By (signature) [Signature] Title SALES REP

Telephone (864) 984-6041 Delivery Date OPEN

Quantities of items listed may vary slightly, depending on available funds. Bidders may bid on any or all items. Oconee County reserves the right to award this bid based on low bid per item, provided it is in the best interest of Oconee County. Additionally, if either shipment and/or invoice are incorrect when delivered to Oconee County, Oconee County will refuse delivery until problem is corrected. Vendor would also be subject to temporary disqualification on future bids. All items shall include delivery to Oconee County Law Enforcement Center, Walhalla, SC.

FOOD LIST ON ATTACHED SHEETS NUMBERING FOUR (4) PAGES

BID NO. 95-45

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

OCONEE COUNTY PURCHASING DEPARTMENT
(Mailing) 208 BOOKER DRIVE
(Location) 201 WEST MAIN STREET
WALHALLA, SC 29691
803-638-4141

BID FORM

Bidding Organization: SYSCO FOOD SERVICE
P O BOX 7149
ASHEVILLE, N.C. 28802

By (signature) Rosemarie G. Winters Title DISTRICT MGR

Telephone (704) 255-7676 Delivery Date _____

Quantities of items listed may vary slightly, depending on available funds. Bidders may bid on any or all items. Oconee County reserves the right to award this bid based on low bid per item, provided it is in the best interest of Oconee County. Additionally, if either shipment and/or invoice are incorrect when delivered to Oconee County, Oconee County will refuse delivery until problem is corrected. Vendor would also be subject to temporary disqualification on future bids. All items shall include delivery to Oconee County Law Enforcement Center, Walhalla, SC.

FOOD LIST ON ATTACHED SHEETS NUMBERING FOUR (4) PAGES

BID NO. 95-45

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

OCONEE COUNTY PURCHASING DEPARTMENT
(Mailing) 208 BOOKER DRIVE
(Location) 201 WEST MAIN STREET
WALHALLA, SC 29691
803-638-4141

BID FORM

Bidding Organization: GREEN HILL PAPER

By (signature) Tomy M... .. Title Sales

Telephone 1-800-755-4472 Delivery Date 5-23-96

Quantities of items listed may vary slightly, depending on available funds. Bidders may bid on any or all items. Oconee County reserves the right to award this bid based on low bid per item, provided it is in the best interest of Oconee County. Additionally, if either shipment and/or invoice are incorrect when delivered to Oconee County, Oconee County will refuse delivery until problem is corrected. Vendor would also be subject to temporary disqualification on future bids. All items shall include delivery to Oconee County Law Enforcement Center, Walhalla, SC.

FOOD LIST ON ATTACHED SHEETS NUMBERING FOUR (4) PAGES

BID NO. 95-45

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

OCONEE COUNTY PURCHASING DEPARTMENT

(Mailing) 208 BOOKER DRIVE

(Location) 201 WEST MAIN STREET

WALHALLA, SC 29691

803-638-4141

BID FORM

Bidding Organization: Southeastern Paper

Spartanburg S.C.

By (signature) Craig Chandler Title Sales Rep

Telephone 1-800-858-7230 Delivery Date Any Monday or Thursday

Quantities of items listed may vary slightly, depending on available funds. Bidders may bid on any or all items. Oconee County reserves the right to award this bid based on low bid per item, provided it is in the best interest of Oconee County. Additionally, if either shipment and/or invoice are incorrect when delivered to Oconee County, Oconee County will refuse delivery until problem is corrected. Vendor would also be subject to temporary disqualification on future bids. All items shall include delivery to Oconee County Law Enforcement Center, Walhalla, SC.

FOOD LIST ON ATTACHED SHEETS NUMBERING FOUR (4) PAGES

BIDDERS	Carolina Benefit Administrators	AnMed Benefit Administrators	Paradigm Administrators, Inc.	Mid-Atlantic Administrators	Physicians Health Plan	Preferred Group Administrators Inc.	Jones, Hill & Mercer	Health Source #1 & #2	ACMG #1 & #2
DESCRIPTION	TOTAL PRICE (based on 321 employees)								
Aggregate Loss Fund	\$ 845,454.24	\$ 1,120,306.68	\$ 1,253,286.72	\$ 964,547.00		do not	do not	do not	do not
Aggregate Premium	8,667.00	10,477.44	12,596.04	8,898.00		meet specs-	meet specs-	meet specs-	meet specs-
Specific Stop Loss Premium (\$40,000)	105,997.32	101,112.96	86,515.92	109,608.00		limited run-in	limited run-in		
Claims Administration	37,557.00	30,816.00	27,927.00	30,816.00					
Utilization Review	5,007.60	5,778.00	4,815.00	7,704.00					
Managed Care Network Admin.	7,704.00	8,667.00	3,852.00	*25% of savings					
Other	-	-	10,593.00	3,852.00					
TOTAL MAXIMUM COST	\$ 1,010,387.16	\$ 1,277,158.08	\$ 1,399,585.68	*\$1,125,333.00	\$ 1,347,477.84				
Start Up Cost	-	-	\$ 2,500.00	\$ 2,500.00					
			Basis of						
			Coverage-15/12						

Attended Bid Opening: Marianne Dillard, Jenny Peay - Oconee County, William Worthy - CBA, Boone Crisp - Insurance Brokerage Svc.

BID NO: 95-43
 Use this number
 on envelopes and
 all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The Carolina Benefit Administrators submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for group health coverage.

	UNIT PRICE (if applicable) 180 Singles/141 Families	TOTAL (Based on 321 Employees)
Aggregate Loss Fund	<u>\$127.18/\$337.32</u>	<u>\$845,454.24</u>
Aggregate Premium	<u>\$2.25</u>	<u>\$8,667.00</u>
Specific Stop Loss Premium (\$40,000)	<u>\$18.28/\$39.31</u>	<u>\$105,997.32</u>
Claims Administration	<u>\$9.75</u>	<u>\$37,557.00</u>
Utilization Review	<u>\$1.30</u>	<u>\$5,007.60</u>
Managed Care Network Administration	<u>\$2.00</u>	<u>\$7,704.00</u>
Other	<u>N/A</u>	<u>N/A</u>
TOTAL MAXIMUM COST	<u>\$158.71/\$389.88</u>	<u>\$1,010,387.16</u>

Start-Up Cost: \$0.00

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: May 20, 1996

Bidding Organization: Carolina Benefit Administrators

Address: 359 S. Pine Street (29302), P. O. Box 3257, Spartanburg, SC 29304

Signature of Bidders Representative: 

Title: President of Carolina Benefit Administrators Date: May 20, 1996

Telephone: (864) 573-6937 or 1-800-476-2295

ANMED  BENEFIT ADMINISTRATORS
AN ANDERSON AREA MEDICAL CENTER AFFILIATE

May 20, 1996

Ms. Marianne Dillard
Purchasing Agent
Oconee County, SC
Purchasing Department
201 West Main Street
Walhalla, SC 29691

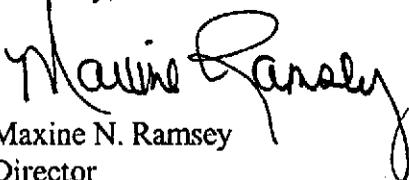
Dear Ms. Dillard,

AnMed Benefit Administrators is pleased to provide a quote for medical and dental benefit administration for employees of Oconee County for the 1996-97 benefit year. Enclosed is a detailed proposal for administration of these benefits which includes a reinsurance quote by Kanawha Insurance Company. All benefits are quoted for continuation of the current benefit plans and meet the bid specifications.

Please note that ABA, in conjunction with HealthFirst PPO, is developing a PPO network for Oconee County employees which will include Oconee Memorial Hospital and all Medical Staff Physicians, as well as Greenville and Anderson hospitals and physicians and over 500 other facilities around the country.

Please let me know if you have any questions about the proposal or need additional information. We look forward to talking with you soon.

Sincerely,


Maxine N. Ramsey
Director

BID NO. 95-43
(Use this number
on envelopes and
all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The AnMed Benefit Administrators
submits herewith our Bid in response to bid request number shown above, and in compliance with the
description(s) and/or specification(s) attached hereto for group health insurance.

	<u>Unit Price (if applicable)</u>	<u>TOTAL</u> (Based on 321 Employees)
Aggregate Loss Fund	Single \$183.85 Family \$460.81	\$ 1,120,306.68
Aggregate Premium	\$2.72/ee/mo	\$ 10,477.44
Specific Stop Loss Premium (\$40,000)	Single \$15.92 Family \$42.66	\$ 101,112.96
Claims Administration	\$8.00/ee/mo	\$ 30,816.00
Utilization Review	\$1.50/ee/mo	\$ 5,778.00
Managed Care Network Admin.	\$2.25/ee/mo	\$ 8,667.00
Other	\$	\$
TOTAL MAXIMUM COST	Single \$214.24 Family \$303.70	\$ 1,277,158.08
Start Up Cost	_____	_____

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: May 20, 1996

Bidding Organization: AnMed Benefit Administrators

Address: 800 North Fant Street Anderson SC 29621

Signature of Bidders Representative: Maxine A. Ramsey

Title: Director

Date: May 20, 1996

Telephone: (864) 261-1686

Fax (864) 260-3719

**HEALTHFIRST PREFERRED PROVIDER ORGANIZATION
FOR
EMPLOYEES OF OCONEE COUNTY, SC**

AnMed Benefit Administrators, in conjunction with HealthFirst PPO, is developing a PPO network specifically for Oconee County Employees which will consist of Oconee Memorial Hospital and all Medical Staff Members, Greenville Hospital System and Medical Staff listed in the enclosed HealthFirst Provider Listing, Anderson Area Medical Center and all Medical Staff, as well as hospital services at Emory University Hospital, Providence Hospital and Baptist Medical Center in Columbia and over 500 other facilities around the country.

OCONEE COUNTY, SC

BENEFIT PLAN SUMMARY

MEDICAL BENEFITS

(Same as Current Benefit Plan)

Lifetime Maximum Benefit	\$ 1,000,000
Annual Maximum for Mental and Nervous Disorders and Substance Abuse	\$ 10,000
Lifetime Benefit for Mental and Nervous Disorders & Alcohol and Substance Abuse	\$ 20,000
Lifetime Maximum for Organ Transplants	\$ 250,000

BENEFITS

	<u>In-Network</u>	<u>Out-of-Network</u>
Annual Deductible (Limited to \$200 per family)	Waived	\$100 per person
Hospital Inpatient Deductible	Waived	\$500 per admission (\$150 if pre-certified)
Out-of-Pocket Maximum (Limited to \$3,000 per family)	\$1,500 per person	\$1,500 per person
Plan pays after applicable deductible:		-
Hospital Inpatient Services	90%	80%
Hospital Outpatient Services	90%	80%
Outpatient Surgery	90%	80%
Pre-admission testing	90%	80%
Physician Office Visit	90%	80%
Well Check-ups	90%	80%
Emergency Room	Waived	\$25.00 Copay
Prescription Drug Card		
Generic	100% after Annual Deductible	
Brand Name	80% after Annual Deductible	

Pre-existing conditions are not covered for the first twelve months for new employees.

DENTAL BENEFITS

(Same as Current Benefit Plan)

Annual Deductible	\$25.00 per person \$75.00 per family
Maximum Annual Benefit	\$1,000 per person
Lifetime Maximum for Orthodontia	\$1,000 per person
Co-insurance Schedule:	
Class I Preventive	100% - no Deductible
Class II Basic Restoration	80% - after Deductible
Class III Major Restoration	50% - after Deductible
Class IV Orthodontia	50% - after Deductible

**FUNDING FOR
OCONEE COUNTY, SC**

QUOTATION BASIS

Effective Date Of Plan

July 1, 1996

Plan participants:

Number Eligible: 321

Covered Employees: 321

Single Coverage: 197

Family Coverage: 124

INDIVIDUAL CLAIMS MAXIMUM

(Specific Stop Loss)

Individual Deductible

\$40,000

Percentage of Coverage:

100% up to Plan Maximum

Basis of Coverage :

Incurred in: 15 months

Paid in: 12 months

MAXIMUM CLAIMS LIABILITY

(Aggregate Stop Loss)

Aggregate Deductible

\$1,120,306.68

Aggregate Funding Factors*:

Employee Only

\$183.85

Employee & Family

\$460.81

* Aggregate Funding Factors are estimates of the funding required to pay claims.

If actual claims costs are lower than these estimates, the Plan will realize a savings.

Percentage of Coverage:

100% up to \$1,000,000

Basis of Coverage :

Incurred in: 15 months

Paid In: 12 months

Run-in limit:

NONE

Actively at work provision may be waived with documentation of employees not actively at work on effective date of coverage.

See attached proposal details
for details of Stop Loss Coverage

BID NO. 95-43
Use this number
on envelopes and
all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The PARADIGM ADMINISTRATORS, INC.

submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for group health insurance.

Based on PPO Plan Design	<u>Unit Price (if applicable)</u>	<u>TOTAL MONTHLY</u> (Based on 321 Employees)
Aggregate Loss Fund	\$ <u>325.36</u>	\$ <u>104,440.56</u>
Aggregate Premium	\$ <u>3.27</u>	\$ <u>1,049.67</u>
Specific Stop Loss Premium (\$40,000)	\$ <u>22.46</u>	\$ <u>7,209.66</u>
Claims Administration	\$ <u>7.25</u>	\$ <u>2,327.25</u>
Utilization Review	\$ <u>1.25</u>	\$ <u>401.25</u>
Managed Care Network Admin.	\$ <u>1.00</u>	\$ <u>321.00</u>
Other	\$ <u>.25</u>	\$ <u>80.25</u>
COBRA Administration:		
PPO Access Fee:	\$ <u>2.50</u>	\$ <u>802.50</u>
TOTAL MAXIMUM COST	\$ <u>363.34</u>	\$ <u>116,632.14</u>
Start Up Cost	<u>\$ 2,500</u>	

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: May 20, 1996 via UPS

Bidding Organization: Paradigm Administrators, Inc.

Address: PO Box 1268, Tifton, GA 31793

Signature of Bidders Representative: Starling Grisham Starling Grisham

Title: President Date: May 17, 1996

Telephone: 1-800-841-7735

BIDDER	Sloan Construction Co., Inc./ Tugalo Division	Vulcan Materials Co. & Subsidiary Companies			
Overlay of Roads (per ton)	\$ 37.49	\$ 39.86			
Reconstruct of Stewart Rd. (lump sum)	158,915.00	no bid			
Reconstruct of Crystal Bay Court (lump sum)	35,938.00	no bid			
Reconstruct Hesse Hwy/Rock Crusher Rd (lump sum)	301,512.00	no bid			
Alternate - Relocate/Reconstruct Hesse Hwy/Rock Crusher Rd. (lump sum)	340,446.00	no bid			
Reconstruction of Crystal Ln/Old Ga. Rd. (lump sum)	260,175.00	no bid			
Reconstruction of Old School House Rd. (lump sum)	118,644.00	no bid			
Standard Construction - Edens Lane (lump sum)	52,411.00	no bid			
Standard Construction - Clemson View Dr. (lump sum)	34,546.00	no bid			
Standard Construction - Shady Wood Lane (lump sum)	36,885.00	no bid			
Paint - Striping (per linear foot)	X 0.20	0.08			
Rock Allowance (\$60/CY x 100 yds.)	6,000.00	N/A			
New Work - Grand Total	\$ 1,043,960.00				
Bid Bond	yes	yes			
Attended Bid Opening: Marianne Dillard, Jenny Peay, Clyde Mosely - Oconee County, Judy Wilson, Vulcan Materials, Paul Ivie - Sloan/Tugalo					

Bid No. 95-42
(Use this number on envelopes and
all related correspondence.)

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

The SKOAN CONST. CO. INC. / TUGALO DIV.
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 road paving for 1996.

Bid price shall include all labor, materials, and equipment, except, Oconee County shall supply any
rock (at Oconee County Rock Quarry), culverts, and/or cross pipe where applicable.

Please list bid below as follows:

- | | | | |
|-----|---|--------------------------------|-------------|
| 1. | Overlay of Roads - Leveling Course
(if applicable) and Asphalt Overlay | \$ <u>37.49</u> | per ton |
| 2. | Reconstruct of Stewart Road | \$ <u>158,913⁰⁰</u> | lump sum |
| 3. | Reconstruct Crystal Bay Court | \$ <u>35,938⁰⁰</u> | lump sum |
| 4. | Reconstruct Hesse Hwy./Rock Crusher Rd. | \$ <u>301,512⁰⁰</u> | lump sum |
| 5. | Alternate-Relocate & Reconstruct Hesse Hwy./Rock Crusher | \$ <u>340,446⁰⁰</u> | lump sum |
| 6. | Reconstruction of Crystal Ln./Old Ga. Rd. | \$ <u>260,175⁰⁰</u> | lump sum |
| 7. | Reconstruction of Old School House Rd. | \$ <u>118,644⁰⁰</u> | lump sum |
| 8. | Standard Construction- Edens Lane | \$ <u>52,411⁰⁰</u> | lump sum |
| 9. | Standard Construction - Clemson View Dr. | \$ <u>34,546⁰⁰</u> | lump sum |
| 10. | Standard Construction - Shady Wood Lane | \$ <u>36,885⁰⁰</u> | lump sum |
| 11. | Paint - Striping | \$ <u>0.20</u> | linear foot |
| 12. | Rock allowance \$60/CY x 100 yds. | \$ <u>6,000.00</u> | |

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: PER CONTRACT

BIDDING ORGANIZATION: SKOAN CONST. CO. INC. / TUGALO DIV.

ADDRESS: P.O. BOX 968 TOLLOA GA. 30577

SIGNATURE OF BIDDERS REPRESENTATIVE: [Signature]

DATE: 5-14-96 TITLE: DIVISION MANAGER TELEPHONE: (706) 886-3164

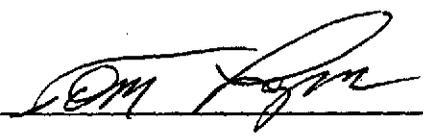
BID SUPPLEMENTAL FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, SOUTH CAROLINA 29691

DATE: 5-14-96 BID NO. 95-42

The SLOAN CONST. CO. INC. / TUGARD DIV. takes the following exceptions:
(Bidder)

~~None~~

If only awards are 3, 8, 9 & 10 we will require \$3,000 each mobilization

SIGNATURE: 

Tom Logue
Division Manager

Bid No. 95-42
(Use this number on envelopes and
all related correspondence.)

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

The VULCAN MATERIALS COMPANY AND SUBSIDIARY COMPANIES
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 road paving for 1996.

Bid price shall include all labor, materials, and equipment, except, Oconee County shall supply any
rock (at Oconee County Rock Quarry), culverts, and/or cross pipe where applicable.

Please list bid below as follows:

- | | | |
|-----|---|--------------------------------------|
| 1. | Overlay of Roads - Leveling Course
(if applicable) and Asphalt Overlay | \$ <u>39⁰⁰</u> per ton |
| 2. | Reconstruct of Stewart Road | \$ _____ lump sum |
| 3. | Reconstruct Crystal Bay Court | \$ _____ lump sum |
| 4. | Reconstruct Hesse Hwy./Rock Crusher Rd. | \$ _____ lump sum |
| 5. | Alternate-Relocate & Reconstruct Hesse Hwy./Rock Crusher | \$ _____ lump sum |
| 6. | Reconstruction of Crystal Ln./Old Ga. Rd. | \$ _____ lump sum |
| 7. | Reconstruction of Old School House Rd. | \$ _____ lump sum |
| 8. | Standard Construction- Edens Lane | \$ _____ lump sum |
| 9. | Standard Construction - Clemson View Dr. | \$ _____ lump sum |
| 10. | Standard Construction - Shady Wood Lane | \$ _____ lump sum |
| 11. | Paint - Striping | \$ <u>0⁰⁰</u> linear foot |
| 12. | Rock allowance \$60/CY x 100 yds. | \$ <u>6,000.00</u> |

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: _____

BIDDING ORGANIZATION: VULCAN MATERIALS COMPANY AND SUBSIDIARY COMPANIES

ADDRESS: P.O. Box 1597 Anderson, South Carolina 29622

SIGNATURE OF BIDDERS REPRESENTATIVE: *Edmet P. ...*

DATE: MAY 13, 1996 TITLE: GENERAL MANAGER, CONTK. TELEPHONE: (864) 224-3574

OCONEE COUNTY

ROAD PAVING

95-42

ROAD NUMBER	ROAD NAME	CDIST1	CDIST2	PVD	DRT	GENERAL DIRECTION
WA-239	BETTY ST	1	OL	0.1	0.0	NORTH ON KEOWEE SCHOOL RD FROM BOUNTYLAND, RIGHT ON BURKETT RD, LEFT ON CARNELDA DR, LEFT ON N ALAN DR, WILL BE ON THE LEFT (CAPTAINS COVE SUB)
CH-2	BROOKSIDE ACRES RD	1	OL	0.4	0.0	WEST ON HIGHLANDS HWY FROM WALHALLA, WILL BE ON THE RIGHT PAST HWY 107 (BROOKSIDE SUB)
WA-43	BURKETT RD	1	OL	0.7	0.2	NORTH ON KEOWEE SCHOOL RD FROM BOUNTYLAND, WILL BE ON THE RIGHT PAST ELIZABETH CAIN DR
WH-11	CANNON RD	1	OL	0.6	0.0	NORTH HWY 11 TO SALEM, LEFT ON WHITEWATER FALLS RD, WILL BE ON THE RIGHT PAST GRANT DR
WA-198	CARNELDA DR	1	OL	0.4	0.0	NORTH ON KEOWEE SCHOOL RD FROM BOUNTYLAND, RIGHT ON BURKETT RD, WILL BE ON THE LEFT (CAPTAINS COVE SUB)
WA-238	CAROL LN	1	OL	0.1	0.0	NORTH ON KEOWEE SCHOOL RD FROM BOUNTYLAND, RIGHT ON BURKETT RD, LEFT ON CARNELDA DR, LEFT ON N ALAN DR, WILL BE ON THE RIGHT (CAPTAINS COVE SUB)
WH-8	CHEOHEE VALLEY RD	1	OL	2.9	1.3	NORTH HWY 11 TO SALEM, WILL BE ON THE LEFT PAST FLAT SHOALS RD, CAN BE ACCESSED FROM WHITEWATER FALLS RD
CH-5	CHEROKEE LAKE RD	1	OL	3.1	0.0	NORTH ON N HWY 11 TO SALEM, LEFT ON CHEOHEE VALLEY RD, WILL BE ON THE LEFT PAST GALLOWAY DR
WA-180	FERNWOOD DR	1	OL	0.6	0.0	NORTH ON BURNS MILL RD FROM WEST UNION, CROSS SAFETY HARBOR RD TO N BURNS MILL RD, WILL BE 1ST ST ON RIGHT
CH-8	KNOX CREEK RD	1	OL	0.9	0.0	NORTH ON HWY 11 TO SALEM, LEFT ON CHEOHEE VALLEY RD, LEFT ON CHEROKEE LAKE RD, WILL BE THE FIRST LEFT AFTER THE BRIDGE
PU-36	MOORE HILL RD	1	OL	0.2	0.0	WEST ON LONG CREEK HWY FROM WESTMINSTER, WILL BE ON THE RIGHT PAST ROCKY FORK RD.
WA-237	N ALAN DR	1	OL	0.2	0.0	NORTH ON KEOWEE SCHOOL RD FROM BOUNTYLAND, RIGHT ON BURKETT RD, LEFT ON CARNELDA DR, WILL BE ON THE LEFT (CAPTAINS COVE SUB)
CH-81	RIGHT BRANCH DR	1	OL	0.2	0.0	WEST ON HIGHLANDS HWY FROM WALHALLA, PAST HWY 107, RIGHT ON BROOKSIDE ACRES RD, WILL BE FIRST STREET ON RIGHT (BROOKSIDE ACRES SUB).
PU-37	ROTHELL RD	1	OL	0.2	0.0	LONG CREEK HWY FROM WESTMINSTER, WILL BE ON RIGHT (APPROXIMATELY NINE MILES OUTSIDE CITY LIMITS OF WESTMINSTER)

OL = OVERLAY
 NEW = NEW WORK
 R = RECONSTRUCT
 RS = RECONSTRUCT SPEC.

OCONEE COUNTY
PAVED ROADS
FOR RECAP

ROAD ROAD
NUMBER NAME

CDIST1 CDIST2 PVD DRT GENERAL
DIRECTION

** Total **

10.6 1.5

OCONEE COUNTY
PAVED ROADS
FOR RECAP

ROAD NUMBER	ROAD NAME	CDIST1	CDIST2	PVD	DRT	GENERAL DIRECTION
3E-297	CAIN DR	2	OL	0.2	0.0	WEST ON BLUE RIDGE BLVD FROM SENECA, RIGHT ON KEOWEE SCHOOL RD, WILL BE ON RIGHT PAST DISPLAY DR
WA-173	CANE CREEK RD	2	OL	0.4	0.0	N CATHERINE ST FROM WALHALLA, LEFT ON PLAYGROUND RD, WILL BE ON THE LEFT PAST KYLE DR
			RS	0.8	0.2	WESTMINSTER HWY FROM WALHALLA, LEFT ON W BEAR SWAMP RD, WILL BE ON THE RIGHT, CAN BE ACCESSED FROM STEWART RD
WA-99	DEERWOOD TRL	2	OL	0.1	0.0	N LAUREL ST FROM WALHALLA, CROSS THE BRIDGE, WILL BE ON THE LEFT
WA-203	DEVON WAY	2	OL	0.1	0.0	KEOWEE SCHOOL RD FROM BOUNTYLAND, LEFT ON CANE CREEK LANDING RD, RIGHT ON HONESUCKLE DR, WILL BE THE FIRST STREET ON THE RIGHT
WA-201	HEBRON RD	2	OL	0.2	0.0	KEOWEE SCHOOL RD FROM BOUNTYLAND, WILL BE THE FIRST STREET ON THE LEFT PASSED CANE CREEK LANDING RD. (ELEVEN OAKS SUB.)
WA-89	HESSE HWY	2	R	1.1	0.0	WESTMINSTER HWY FROM WALHALLA, HESSE HWY IS FIRST RIGHT PAST CONEROSS BAPTIST CHURCH, CAN BE ACCESSED FROM OAK GROVE RD
WA-202	HONEYSUCKLE DR	2	OL	0.2	0.0	KEOWEE SCHOOL RD FROM BOUNTYLAND, LEFT ON CANE CREEK LANDING RD, WILL BE THE FIRST STREET ON THE RIGHT
WA-158	JENKINS DR	2	OL	0.2	0.0	OLD WALHALLA HWY FROM WEST UNION RD, WILL BE FIRST ROAD ON RIGHT. CAN BE ACCESSED FROM WEST UNION RD
			RS	0.1	0.0	WESTMINSTER HWY FROM WALHALLA, OLD GEORGIA RD IS ON THE LEFT ACROSS FROM DUCK POND RD
WA-91	ROCK CRUSHER RD	2	R	0.9	0.0	COFFEE RD FROM WALHALLA, WILL BE ON THE LEFT APPROX ONE MILE
WA-75	STEWART RD	2	R	1.5	0.0	WESTMINSTER HWY FROM WALHALLA, STEWART RD IS ON LEFT PAST WGGG RADIO STATION, AND APPROX ONE AND ONE-HALF MILE FROM WALHALLA, CAN BE ACCESSED FROM SOUTH HWY 11 AT BIEMAN SUPPLY CO
*** Total ***				5.8	0.2	

OCONEE COUNTY
PAVED ROADS
FOR RECAP

ROAD NUMBER	ROAD NAME	CDIST1	CDIST2	PVD	DRT	GENERAL DIRECTION
3E-358	AZURE COVE CT	3	OL	0.1	0.0	NORTH ON ROCHESTER HWY FROM TRAFFIC SIGNAL AT BY-PASS 123 IN SENECA, LEFT ON KEOWEE LAKESHORE DR, LEFT ON W LITTLE RIVER DR, WILL BE FIRST STREET ON LEFT (KEOWEE SUB)
3E-410	CRYSTAL BAY CT	3	OL	0.1	0.0	NORTH ON ROCHESTER HWY FROM BY-PASS 123 IN SENECA, WILL BE ON THE LEFT PAST KEOWEE LAKESHORE DR (KEOWEE SUBDIVISION)
3E-55	EUNA LN	3	OL	0.2	0.0	WEST ON SANDIFER BLVD FROM MIRACLE CIR IN SENECA, LEFT ON WELLS HWY, RIGHT ON RETURN CHURCH RD, WILL BE THE FIRST STREET ON THE RIGHT
3E-349	GRANDVIEW DR	3	OL	0.3	0.0	NORTH ON ROCHESTER HWY FROM SENECA, LEFT ON KEOWEE LAKESHORE DR, WILL BE FOURTH STREET ON LEFT (KEOWEE SUB)
3E-202	HALPERS DR	3	OL	0.1	0.0	WEST ON SANDIFER BLVD FROM SENECA, APPROX ONE AND ONE HALF MILES, WILL BE FIRST STREET ON LEFT PAST BROTHERS V RESTURANT
3E-407	JUNIPER CT	3	OL	0.1	0.0	NORTH ON ROCHESTER HWY FROM SENECA, LEFT ON CANE CREEK DR, WILL BE THE FIRST STREET ON THE LEFT (KEOWEE SUBDIVISION)
3E-269	KAMP CT	3	OL	0.1	0.0	NORTH ON ROCHESTER HWY FROM SENECA, LEFT ON CANE CREEK DR, WILL BE FIRST ROAD ON RIGHT (KEOWEE SUB)
3E-329	KELLY DR	3	OL	0.1	0.0	EAST ON CLEMSON BLVD FROM SENECA, RIGHT ON CARSON RD, WILL BE ON THE RIGHT (MCPHAIL APARTMENT COMPLEX)
3E-114	KEOWEE TRL	3	OL	0.1	0.7	EAST ON CLEMSON BLVD FROM SENECA, WILL BE ON LEFT DIRECTLY ACROSS THE HIGHWAY FROM CARSON RD (MIDDLE ENTRANCE TO INDIAN HILLS SUB)
3E-347	LAKECREST DR	3	OL	0.3	0.0	NORTH ON ROCHESTER HWY FROM BY-PASS 123 IN SENECA, LEFT ON KEOWEE LAKESHORE DR, WILL BE ON THE LEFT (KEOWEE SUB)
3E-337	OCONEE BELL CT	3	OL	0.2	0.0	NORTH ON ROCHESTER HWY FROM SENECA, LEFT ON CANE CREEK DR, WILL BE SECOND STREET ON RIGHT (KEOWEE SUB)
3E-168	QUAIL RIDGE RD	3	OL	0.2	0.0	EAST ON WELLS HWY FROM SANDIFER BLVD IN SENECA, RIGHT ON RETURN CHURCH RD, RIGHT ON FRUITT RD, WILL BE SECOND STREET ON LEFT, CAN BE ACCESSED FROM S RADIO STATION RD AND FRUITT RD (QUAIL RIDGE SUB)
3E-346	RED OAK CT	3	OL	0.1	0.0	NORTH ON ROCHESTER HWY FROM SENECA, LEFT ON KEOWEE LAKESHORE DR, LEFT ON W LITTLE RIVER DR, WILL BE SECOND STREET ON RIGHT (KEOWEE SUB)

OCCONEE COUNTY
PAVED ROADS
FOR RECAP

ROAD NUMBER	ROAD NAME	CDIST1	CDIST2	FVD	DRT	GENERAL DIRECTION
SE-113	TRIANGLE DR	3	OL	0.2	0.0	NORTH ON ROCHESTER HWY FROM SENECA, RIGHT ON W SIZEMORE RD, WILL BE FIRST STREET ON LEFT
SE-344	W LITTLE RIVER DR	3	OL	0.4	0.0	NORTH ON ROCHESTER HWY FROM SENECA, LEFT ON KEOWEE LAKESHORE DR, WILL BE SECOND STREET ON LEFT (KEOWEE SUB)
SE-348	WATERVIEW CT	3	OL	0.1	0.0	NORTH ON ROCHESTER HWY FROM SENECA, LEFT ON KEOWEE LAKESHORE DR, WILL BE FIRST STREET ON LEFT (KEOWEE SUB)
*** Total ***				2.7	0.7	

OCONEE COUNTY
PAVED ROADS
FOR RECAP

ROAD NUMBER	ROAD NAME	CDIST1	CDIST2	PVD	DRT	GENERAL DIRECTION
U-81	CEDAR WOOD RANCH RD	4	OL	1.7	0.0	SOUTH ON DR JOHNS RD FROM WESTMINSTER, WILL BE ON THE LEFT APPROX FOUR AND ONE-HALF MILES OUT OF CITY LIMITS ACROSS FROM PHILLIF LEAR RD
SE-109	CONCORD INDUSTRIAL DR	4	OL	0.2	0.0	EAST ON BLUE RIDGE BLVD FROM WALHALLA, RIGHT ON INDUSTRIAL PARK PL (SECOND ENTRANCE) WILL BE FIRST STREET ON LEFT
SE-136	DESIREE DR	4	OL	0.2	0.0	WEST ON WEST OAK HWY FROM SOUTH HWY 11, LEFT ON STADIUM DR, WILL BE ON THE RIGHT
SE-113	HOLBROOKS DR	4	OL	0.1	0.0	EAST ON WEST OAK HWY FROM CROSSROADS, LEFT ON BEATRICE DR, LEFT ON OLD GROVE RD WILL BE THE SECOND ROAD ON THE RIGHT
SE-94	HUNTER DR	4	OL	0.2	0.0	EAST ON WEST OAK HWY FROM WESTMINSTER, RIGHT ON PLEASANT HILL CIR, WILL BE THE FIRST STREET ON RIGHT
SE-94	INDUSTRIAL PARK PL	4	OL	0.4	0.0	EAST ON BLUE RIDGE BLVD FROM WALHALLA, WILL BE ON RIGHT JUST BEFORE BOUNTYLAND
SE-117	NARDELLAS CIR	4	OL	0.1	0.0	SOUTH ON SOUTH HWY 11 FROM SANDIFER BLVD, RIGHT ON ANTEBELLUM RD, LEFT ON ROLLING DR, WILL BE THE FIRST STREET ON RIGHT
			RS	1.5	0.0	SOUTH ON SOUTH HWY 11 FROM WALHALLA, LEFT ON RICHLAND RD, WILL BE ON THE RIGHT AT POST OFFICE IN RICHLAND (CAN BE ACCESSED OFF SANDIFER BLVD)
TU-63	PICKENS RD	4	OL	1.6	0.0	WEST ON TOCCOA HWY FROM WESTMINSTER, WILL BE ON THE RIGHT AT BARRONS ANTIQUES, THIS ROAD CIRCLES BACK INTO TOCCOA HWY
TU-96	ROBERT GRANT DR	4	OL	0.3	0.0	SOUTH ON DR JOHNS RD FROM WESTMINSTER, RIGHT ON DALES DR, WILL BE ON THE RIGHT
TU-105	SCHAFFER RD	4	OL	0.1	0.0	SOUTH ON SOUTH HWY 11 FROM WALHALLA, RIGHT ON OLD SENECA RD, WILL BE ON THE LEFT APPROXIMATELY THREE MILES (THIS ROAD CAN BE ACCESSED FROM N SEED FARM RD)
TU-78	TABOR RD	4	OL	2.6	0.0	WEST ON TOCCOA HWY FROM WESTMINSTER, APPROXIMATELY FIVE AND ONE HALF MILES, WILL BE ON THE LEFT
CE-1	WALNUT HILL DR	4	OL	0.2	0.0	WEST ON SANDIFER BLVD FROM SENECA, RIGHT ON STRIBLING RD, WILL BE ON THE LEFT
TU-28	ZULU DR	4	OL	0.1	0.0	WEST OAK HWY FROM WESTMINSTER, RIGHT ON GREENFIELD RD, WILL BE ON THE RIGHT

OCONEE COUNTY
PAVED ROADS
FOR RECAP

ROAD NUMBER	ROAD NAME	CDIST1	CDIST2	PVD	DRT	GENERAL DIRECTION
*** Total ***				9.3	0.0	

OCONEE COUNTY
PAVED ROADS
FOR RECAP

ROAD NUMBER	ROAD NAME	CDIST1	CDIST2	PVD	DRT	GENERAL DIRECTION
E-88	ARRINGTON DR	5	OL	0.6	0.0	ON SOUTH HWY 11, RIGHT ON ROCK HILL RD, RIGHT ON CONNER BLVD, WILL BE THE SECOND STREET ON THE LEFT (FORT BASS SUBDIVISION)
E-95	BROWNS RD	5	OL	0.3	0.0	SOUTH ON HWY 59 FROM CROSSROADS/TOKEENA, RIGHT ON W FAIR PLAY BLVD, BROWNS RD IS SECOND STREET ON RIGHT.
E-112	CEDAR HOLLOW RD	5	OL	0.2	0.0	EAST ON WEST OAK HWY, FROM CROSSROADS, LEFT ON BEATRICE DR, LEFT ON OLD GROVE RD, WILL BE ON THE RIGHT, CAN BE ACCESSED FROM SITTON MILL RD, LEFT ON OLD GROVE RD WILL BE THE SECOND ROAD ON LEFT.
E-52	CHARLIE B FARM RD	5	OL	0.3	0.0	SOUTH ON SNOW CREEK RD FROM SAM BROWN RD, WILL BE ON THE LEFT APPROXIMATELY THREE MILES
E-23	CHIEFS LN	5	OL	0.4	0.0	SOUTH ON OAKWAY RD FROM OAKWAY, RIGHT ON SCHOOL HOUSE RD, WILL BE ON THE RIGHT BESIDE OAKWAY ELEMENTARY SCHOOL
E-258	CLEMSON VIEW DR	5	NEW	0.0	0.1	EAST ON CLEMSON BLVD FROM SENECA, RIGHT ON DAVIS CREEK RD, WILL BE FIRST STREET ON LEFT PAST SHAGBARK LN, CAN BE ACCESSED FROM SHILOH RD ON DAVIS CREEK RD (SHAGBARK APARTMENTS)
E-142	CROSSWINDS RD	5	OL	0.1	0.0	SOUTH ON HWY 59 FROM CROSSROADS, RIGHT ON W FAIR PLAY BLVD, RIGHT ON BROWNS RD, CROSSWINDS RD IS FIRST ROAD ON RIGHT.
E-46	EDENS LN	5	NEW	0.0	0.2	SOUTH ON SINGING PINES RD FROM WELLS HWY, WILL BE ON LEFT APPROX ONE MILE, CAN BE ACCESSED FROM FRIENDSHIP RD OFF SINGING PINES RD
E-115	FANCY DR	5	OL	0.3	0.0	NORTH ON SITTON MILL RD FROM CROSSROADS, WILL BE THE FIRST ROAD ON THE LEFT PAST BOWEN FARM RD.
E-17	FIRE TOWER RD	5	OL	1.2	0.0	EAST ON WEST OAK HWY FROM SOUTH HWY 11, WILL BE THIRD STREET ON LEFT, (OAKWAY FIRE TOWER ON ROAD). CAN BE ACCESSED FROM OAK CREEK RD
E-14	FLOY DR	5	OL	0.1	0.0	SOUTH ON SOUTH HWY 11 FROM WEST OAK HWY, RIGHT ON BLACKJACK RD, LEFT ON HOLLY BRANCH RD, WILL BE ON THE LEFT
E-141	LONNIE WOOD RD	5	OL	0.1	0.0	SOUTH ON HWY 59 FROM CROSSROADS, RIGHT ON W FAIR PLAY BLVD, LONNIE WOODS RD IS THE THIRD STREET ON THE RIGHT.
E-152	MADISON RD	5	OL	0.5	0.0	SOUTH ON OAKWAY RD FROM OAKWAY, WILL BE THE FIRST ROAD ON THE LEFT PAST EARL GROVES RD

OCONEE COUNTY
 PAVED ROADS
 FOR RECAP

ROAD NUMBER	ROAD NAME	CDIST1	CDIST2	PVD	DRT	GENERAL DIRECTION
DE-37	OLD GROVE RD	5	OL	1.5	0.0	NORTH ON SITTON MILL RD FROM CROSSROADS, WILL BE ON THE RIGHT APPROXIMATELY ONE AND ONE-HALF MILE. CAN BE ACCESSED OFF WEST OAK HWY, EAST FROM CROSSROADS.
DE-50	PARSON DR	5	OL	0.1	0.0	SOUTH ON HWY 59 FROM CROSSROADS, WILL BE ON THE RIGHT JUST BEFORE ROGERS RD.
DE-316	SHADYWOOD LN	5	NEW	0.0	0.1	SOUTH ON FRIENDSHIP RD FROM WELLS HWY, WILL BE FIRST STREET ON LEFT PAST BENT TREE DR
DE-134	SHORE DR	5	OL	0.3	0.0	SOUTH ON DURHAM RD, AT FIRE DEPARTMENT IN FAIR PLAY, LEFT ON HERRING RD, WILL BE SECOND STREET ON RIGHT.
DE-143	WADE FARM RD	5	OL	0.4	0.0	SOUTH ON OAKWAY RD FROM OAKWAY, RIGHT ON HWY 182, WILL BE ON THE RIGHT JUST BEFORE LANES GROCERY
DE-49	WOOLBRIGHT CIR	5	OL	0.7	0.0	EAST ON WEST OAK HWY FROM CROSSROADS, WILL BE ON THE RIGHT APPROXIMATELY FOUR MILES.
** Total **				7.1	0.4	



Fred P. Hamilton Career Center

100 Vocational Drive, Seneca, SC 29672

Phone: 885-5011 FAX: 885-5012

Frank Lanford
Director

Bob Mitchell
Assistant Director

May 8, 1996

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

Dear Mr. Crain:

A number of years ago, the Oconee Business - Education Partnership formed a twelve member committee. This committee was comprised of three members of the partnership, the legislative delegation, County Supervisor and two appointed councilmen, the Superintendent of Education, one School Board member and one school principle. This committee met on a quarterly basis and their purpose was to discuss varied subject matter concerning Oconee County's educational process and related subjects. The goals of the committee are to supplement, support and enhance the quality of education in Oconee County.

The past year we have been remiss in coordinating this committee function and now we would like to revamp and hopefully continue the effort consistently in the future. I have been ask once again to chair this committee and would ask that you support our efforts to promote our purpose and goals to at least have a round table discussion each quarter. As in the past, the meetings will be held on designated Fridays over lunch and each meeting will be limited to one hour. The next meeting is scheduled for Friday, May 24, 1996 at 12:30 PM at the Seneca Community First Bank in their upstairs board room.

As County Supervisor, we ask that you select two members of County Council to accompany you to the meeting and trust that each of you will be able to attend. Please feel free to share this letter with them and should either of you have any questions, please feel free to contact me at 885-7629 or call our partnership chairman, Dick Wolthuis at 647-2061.

Sincerely,

Kenneth E. Nix
Board Member

cc: Dick Wolthuis



UPSTATE ROUNDTABLE

A Five-County Infrastructure Consortium
Anderson ★ Greenville ★ Laurens ★ Pickens ★ Spartanburg

Mission Statement: "By July 1, 1994,

a 20-year plan will be formulated to ensure that adequate sewer infrastructure is in place to provide growth and development in the area served by the Reedy, Saluda and Enoree River Basins."

Jane Mattson
Chairman
Steering Committee

John Kincaid
Chairman
Technical Committee

Porter Rose
Chairman
Finance Committee

David Vaughn
Chairman
Policy and Issues Committee

Bill Wheless
Chairman
Communications Committee

61 Mauldin Road
Greenville, SC 29607
(803) 299-4000



May 7, 1996

Norman Crain
Supervisor/Chairman
Occonee County Council
208 Booker Drive
Walhalla, South Carolina 29691

Dear Mr. Crain:

As you know, a group of community, business and governmental leaders as well as technical experts joined together to create the Upstate Roundtable. This group represented Anderson, Greenville, Laurens, Pickens and Spartanburg Counties. Its purpose was to formulate a 20-year plan to ensure that adequate sewer infrastructure is in place to provide for both growth and development and for protection of the environment in the area served by the Saluda, Reedy and Enoree River Basins.

This 20-year plan "Sewer Services in the Upstate: Meeting the Challenge" was formally adopted by the Upstate Roundtable and will become a part of the Regional Water Quality Management Plan administered by the Appalachian Council of Governments.

The most exciting part of any plan is actually seeing it happen! I am delighted to report that a number of recommendations have already been implemented and plans are well underway for construction of the first mid-sized regional wastewater treatment facility on the Saluda River.

The Upstate Roundtable has been asked by the Appalachian Regional Water Quality Advisory Committee to assist in developing a set of regional policies on stormwater management and issues related to non-point source run-off. Eddie D. Wynn, Chairman of the Committee, states that these "are perhaps the most important issues facing this region" in our efforts to achieve the best water quality possible. Enclosed is a copy of Mr. Wynn's letter, which describes in more detail the substance and scope of his request.

We are now in the process of putting together a special Stormwater Task Force, composed of the most qualified leaders from the Upstate area, to undertake this important

Mr. Crain
May 7, 1996
Page Two

task. Because the scope of this study is much broader than the original Roundtable plan, we think it is critically important to include representation from all the counties in the ACOG planning area. We are, therefore, asking that Oconee County appoint one to three members to serve on the Stormwater Task Force. I would appreciate your sending me a list of the names, addresses and telephone numbers of your representatives.

Our first meeting is scheduled for 8:00 AM, Tuesday, May 28, 1996 at Western Carolina Regional Sewer Authority's Training Room located at 670 Mauldin Road in the Maintenance Compound.

I will call you in the next few days to verify your acceptance and to discuss any questions you may have. I look forward to working with you.

Sincerely,



(Mrs.) Jane M. Mattson
Chairman

mk

Enclosure

*Assigned to
Committee
cannot do my
first.*



Appalachian
COUNCIL OF GOVERNMENTS

50 Grand Avenue • PO Drawer 6668
Greenville, SC, 29606 • (803) 242-9733

February 14, 1996

Ms. Jane Mattson, Chairperson
Upstate Roundtable Consortium
C/O WCRSA
561 Mauldin Road
Greenville, South Carolina 29607

RE: Regional Stormwater Management Policies

Dear Ms. Mattson:

On behalf of the Appalachian Region Water Quality Advisory Committee, I am requesting that the Upstate Roundtable Consortium assist in developing a set of regional policies on stormwater management for inclusion in the 208 Plan update. It is my understanding, through conversations with Mr. Ray Orvin, that the Roundtable is very interested in stormwater issues and is willing to undertake this task.

The Regional Water Quality Advisory Committee is an official committee of the Appalachian Council of Governments Board of Directors, and is responsible for developing, updating, and revising the regional water quality management policies found in the 208 plan. This committee has looked at a variety of policies related to regional water quality issues, and would appreciate the assistance of the Roundtable with respect to stormwater management. The policy statements and recommendations should be regional in nature (basin specific recommendations will be part of basin plans), as well as clear and concise. The policies should address, but is not limited to the following items:

- Issue statement (i.e. short background).
- Identification of all applicable federal and state stormwater regulations.
- Identification of those entities affected by stormwater issues.
- Identification of which entities are required to participate in stormwater management programs.
- Explanation of program requirements (i.e. who is responsible, by when, and who pays).
- Regional solutions and alternatives (use of basin wide management strategies).
- Best Management Practices (BMP's).
- Regional recommendations for stormwater management.

It has become clear that stormwater management, and issues related to non-point source runoff are perhaps the most important issues facing this region as we continue to strive for abundant, clean, useable water for domestic, business, industrial, and recreational uses. Good regional policies and guidelines for stormwater management are valuable tools to ensure such water is available.

Again, your assistance is greatly appreciated as we move forward with the 208 plan update. Should you have any questions, please do not hesitate to contact the Mr. Steve Pelissier - ACOG Planning Director at 242-9733 for more information.

Sincerely,

Eddie D. Wynn
Eddie D. Wynn, Chairman

Regional Water Quality Advisory Committee

**S. C. APPALACHIAN
ECONOMIC DEVELOPMENT INFORMATION SYSTEM (EDIS) BOARD
P. O. Drawer 6668
Greenville, SC 29606
(864) 242-9733**

**Ray T. Orvin
Chairman**

**David Britt
Vice Chairman**

May 6, 1996

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

Dear Mr. Crain:

As I believe you are aware, a consortium to develop an SC Appalachian Regional Economic Development Information System (EDIS) has been formed, which includes participants from local governments, utilities, and private businesses in the region. In addition to Mr. John Kincaid, who directs economic development efforts for Duke Power, Mr. Arnold Burrell, who is responsible for development with BellSouth, and Bill Workman, district manager for Piedmont Natural Gas, initial participants from your county include Harry Hamilton. I am writing to request that Oconee County provide an investment of \$ 2,500 to support this effort.

The goal of EDIS is to develop an on-line GIS database system with a primary mission of providing information to economic development officials to assist with recruitment efforts. In addition, the system will provide information for tax assessment, planning, and infrastructure management. A strength of this initiative is that it is a true partnership. Local governments, special purpose districts, chambers of commerce, and private businesses from across the SC Appalachian region are working together to provide for a resource that will benefit us all.

I understand that while the county has some interest in supporting regional cooperation, in order for us to ask you to make a financial commitment to the project, we must be able to offer specific benefits. Over the next twelve months, while the initiative will still be in the development process, we will be able to provide Oconee County with access to much of the data needed to support economic development efforts. Beginning in late summer, we will start inventorying all of the available industrial sites within your county and will add them to the regional database. Within this same time period, we will be able to provide you with the demographic, socioeconomic, topographic, infrastructure, and site data from the system.

At a time that is yet to be determined, you will be able to place a computer in your office that will allow access to this material. You will be able to use it to generate reports, and develop presentations. Clearly,

there will be fees for computer hardware, system upkeep, and data maintenance. Unfortunately, at this time, we are still in the preliminary stages of system development and I am unable to advise you as to the specific amounts of these fees. You do have my commitment, however, that the consortium will ensure that the system is affordable to local governments and service providers.

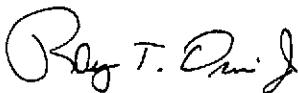
I realize that I am not providing as many specifics as would be optimal to request a financial investment from the county, but I do hope that you will consider the potential of the project, note the financial commitment made by organizations such as Duke Power, BellSouth, and Piedmont Natural Gas, and have confidence in the representatives from your county as you decide whether to support this initiative.

I would look forward to the opportunity to schedule a demonstration of the system in your county if you believe that would be helpful. To provide you with a greater understanding of the project, I have attached a prospectus and list of organizations which have already committed funding. Please note that Spartanburg County has invested \$ 10,000. In addition to your county, I am also contacting, Anderson, Cherokee, and Pickens Counties at this time. We are working with Greenville County to determine how the EDIS initiative can best work with their information system development program.

Thank you for your consideration of this request. If I may be able to provide you with additional information, please do not hesitate to contact me at any time (ph. 299-4000). If you are able to make the \$2,500 investment, I would appreciate you sending me a letter to acknowledge this commitment. The EDIS staff will follow-up on your commitment with an invoice. In your letter, please let us know whether you would prefer to be invoiced during the current fiscal year, or if we should wait until FY 1997.

Again, thank you for your interest in this initiative.

Respectfully,



Ray T. Orvin
Chairman, SC Appalachian
EDIS

South Carolina

Department of Parks, Recreation & Tourism
Community/Recreation Development Office

May 16, 1996

Norman Crain
Supervisor
208 Booker Drive
Walhalla, SC 29691

Dear Mr. Crain:

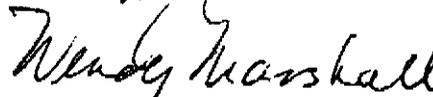
We would like to invite you to appoint a member of your County Council to the South Carolina Heritage Corridor Region One Board.

As you may already know, the Heritage Corridor is the first initiative of an innovative, comprehensive, statewide strategy for rural economic development based on heritage tourism. The project involves a grassroots economic revitalization approach designed to spread the benefits of tourism beyond the more glamorous coastal areas to railroad towns, mill villages and other rural areas of South Carolina. The Corridor spans 14 counties, from the mountains of Pickens and Oconee Counties to the port city of Charleston. The fourteen counties have been divided into four regions. Together they encompass a vast array of historic, cultural and natural resources, representative of the history of South Carolina and the lower South. The Region One Board represents viewpoints and expertise from Oconee, Pickens and Anderson counties, in addition to a number of region wide interests and programs. The Board will be charged with the task of helping to refine and implement a comprehensive regional heritage tourism plan which incorporates and addresses community and county initiatives.

Since the Heritage Corridor Region One Board is scheduled to meet on Monday, June 3, at 4 p.m. at the Hayden Conference Center in The South Carolina Botanical Garden, we would like your Council to consider this appointment at its earliest convenience.

Thank you in advance for your support of this project. Regional partnerships are vital to the success of this exciting and important endeavor. If you have questions concerning the Heritage Corridor project, please do not hesitate to contact me at (803) 656-7488.

Sincerely,



Wendy Marshall
Region One Coordinator

Heritage highway unveiled

4-16-96 State A1

Small town, S.C., will be star of proposed \$20 million road

By DEWANNA LOFTON
Staff Writer

Plans to lure tourists to the state's natural, historic and cultural treasures tucked away in South Carolina's rural communities will cost \$20 million to implement, said.

South Carolina's small towns will become "more than a blur in the windows of tourists traveling around our state," said Gov. David Beasley, who announced the details of the plan Monday.

The Heritage Corridor is a 240-mile stretch that includes 14 counties from Oconee to Charleston. It stretches from Walhalla along the state's southern border to Barnwell, then cuts east to Charleston, encompassing Revolutionary and Civil War battle sites, many of the areas where South Carolina's early textile mills once operated and former plantations with their slave quarters.

The route, to be established in three phases over the next 10 years, is expected to attract an additional 700,000 visitors and generate \$83.5 million in added tourism dollars. Plans for the corridor were developed by Lane, Frenchman and Assoc. and CityDesign Collaborative Inc., a Boston consulting firm.

The 10-year plan calls for about \$2 million in tax revenue. Local governments and private donations are needed for the rest of the money, plus whatever federal grants are available, state officials said.

The corridor is expected to create 1,200 permanent jobs and 3,800 temporary jobs.

"The plans show that we can indeed turn our state's rich history into an engine for rural growth," Beasley said.

"All along ... the Heritage Corridor are little-known treasures that tourists may be missing," he said.

PLEASE SEE TOURISTS PAGE A6

TOURISTS

FROM PAGE A1

"So, we've developed a plan to point visitors and millions of tourism dollars to these historic timepieces in our rural areas."

Travelers will be guided along the corridor by about 170 S.C. Department of Transportation signs linking the various communities.

Travelers along the corridor will have two options: A central route will link historic sites and a river route will steer visitors to many of the state's rivers, lakes, mountains, salt marshes and beaches.

Four "discovery centers" equipped with interactive computers will tell the story of each region along the corridor.

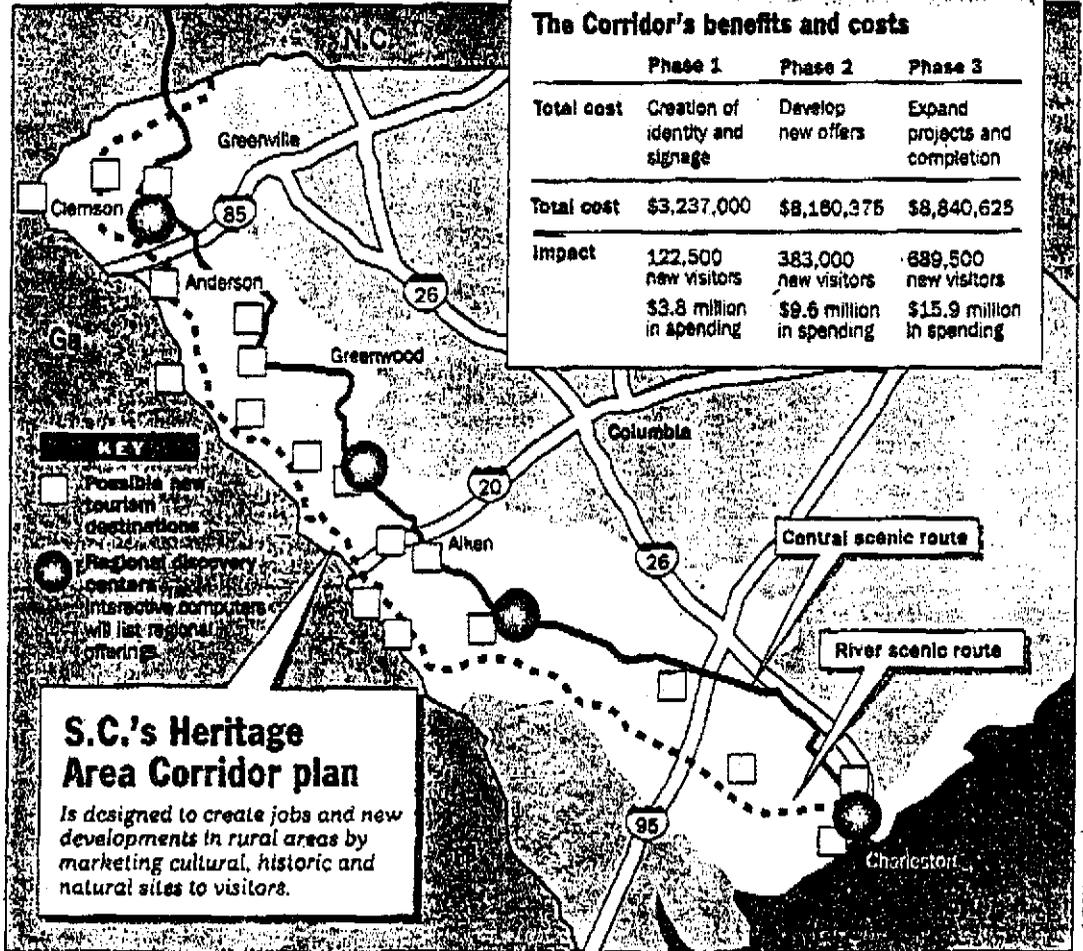
Some of the centers could be set up in existing facilities. For example, in Edgefield County the discovery center will be housed in the county museum.

Visitors will be able to see everything from the Blue Ridge Mountains to the site where Jefferson Davis disbanded the Confederate army.

The Heritage Corridor will add greater diversity in the state's tourism offerings, said Grace Young, director of the S.C. Department of Parks, Recreation and Tourism.

"We made a commitment to share the growth of the tourism industry with all areas of the state. Heritage tourism is the key to that," Young said. "It is the growth sector of the industry. We can take this concept and move it to other rural communities. The success of the first and future corridor projects will depend on the cooperation of people at all levels of public and private sectors."

Anne Clarke, executive director of the Abbeville County Develop-



SCOTT FARRAND/THE STATE

ment Board, conceived the idea for a corridor about four years ago. After considering the lifestyle of the town and its historic sites, she concluded: "Tourists will come to experience this lifestyle. They will spend money, and they will come back."

Sen. Strom Thurmond, R-S.C., is trying to get the corridor designated

a national scenic highway, which would allow it to apply for federal funds.

Thurmond said the benefits of the Heritage Corridor will include the preservation of resources that represent the evolution of the state and the conservation and interpretation of the multicultural tradition

of South Carolina.

"No section of the United States has more history than this region," said Thurmond, who was born in Edgefield.

The Associated Press contributed to this report.

BID NO. 95-39
(Use this number on envelopes and
all related correspondence)

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

The EASTERN AVIATION FUELS INC.
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 delivery of aviation fuel to Clemson Oconee Airport

Location of primary terminal which will be used CANTON GA, (AvGas) (OPENING 5/1/96)
AvGas (rack price) cost per gallon at primary terminal on:

January 1, 1996

N/A BIRMINGHAM RACK 1.103/GAL
BY 4/16/96, CANTON
RACK WILL BE WITHIN
.02 CENTS OF BIRMINGHAM

February 1, 1996

N/A

March 1, 1996

N/A

Shipping cost per gallon .034 Detention fee _____

Vendor's (fixed) markup in cents per gallon .0299

Location of primary terminal which will be used BELTON SC. (Jet A)
Jet A (rack price) cost per gallon at primary terminal on:

January 1, 1996

.6372

February 1, 1996

.5967

March 1, 1996

.629

Shipping cost per gallon .0155 Detention Fee _____

Vendor's (fixed) markup in cents per gallon .0299

Option #1

Year/Make 1996 No. Gallon capacity 750
Mileage 80,000 Purchase Price \$12,900.00

Option #2

Year/Make 1976 No. Gallon Capacity 750 GAL.
Monthly lease price \$ 400.00 PER MONTH

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: 4/17/96

BIDDING ORGANIZATION EASTERN AVIATION FUELS Inc.

ADDRESS: P. O. BOX 12327

CITY, STATE, ZIP CODE NEW BERN NC 28560

SIGNATURE OF BIDDER REPRESENTATIVE H. Shassey

TITLE: Sales Rep.

DATE: 4/16/96

TELEPHONE: 1-800-334-5732

BID SUPPLEMENTAL FORM

OCONEE COUNTY PURCHASING DEPARTMENT

201 WEST MAIN STREET

WALHALLA, SOUTH CAROLINA 29691

DATE: 4/16/96 BID NO. 95-39

The EASTERN AVIATION FUELS takes the following exceptions:
(Bidder)

RACK PRICES ON AVGAS NOT AVAILABLE FOR 1/1/96,
2/1/96, 3/1/96, AS TERMINAL WILL OPEN 5/1/96.
IF TERMINAL DOES NOT OPEN ON SCHEDULE, FRIEGHT
WILL BE EQUALIZED OUT OF BIRMINGHAM.

CREDIT CARDS ACCEPTED ENCLOSED. DOES NOT
INCLUDE 2 0% OIL CARDS. HOWEVER DOES
EXCEPT ALL OIL CARDS.

REFUELER FOR SALE IS A 1976, IF NEWER
MODEL IS A NECESSITY A 1996 MODEL WOULD
LEASE FOR \$750.00 / MONTH.

SIGNATURE: J. P. Mason EASTERN AVIATION FUELS

CREDIT CARD PROCESSING

Eastern Aviation Fuels through Air BP offers the most extensive credit card processing system available today. The table below details the processing rates and estimated processing time.

Manual Processing		Acceptable CreditCards	QuickServe Electronic Processing	
Time	Rate		Rate	Time
3-4 Weeks	3%	Air BP	0%	2 Days
3-4 Weeks	2.5%	MSC	2.5%	2 Days
3-4 Weeks	1.91%	MasterCard	1.91%	2 Days
3-4 Weeks	1.91%	VISA	1.91%	2 Days
3-4 Weeks	2.35%	Discover	2.25%	2 Days
3-4 Weeks	5%	American Express	3.25%	2 Days
3-4 Weeks	3%	BP Oil*	0%	2 Days
3-4 Weeks	3.5%	Honor All*	3.5%	2 Days
3-4 Weeks	3%	Government*	0%	2 Days
3-4 Weeks	3%	Commercial Universal*	0%	2 Days
3-4 Weeks	3%	Petro Canada*	0%	2 Days

*These cards are processed through the manual imprinter only. The QuickServe merchant will still receive the reduced processing rates.

Automation and manual credit card processing equipment will be provided at no charge with no monthly fee.

Our credit card processing service offers detailed billing for Air BP cardholders. All cardholder statements include the FlightManager service which tracks the following purchases:

- Fuel
- Oil
- Maintenance
- Catering
- Ramp/Park fee

- Fuel additive
- Landing fee
- Aircraft power unit
- De-ice
- Flight plan/weather
- Aircraft rental
- Flight lesson

Air BP Credit Cards

Air BP issues two private label credit cards - the Air BP card and the Sterling card.

The Air BP card is our domestic credit card and is offered to pilots who fly in North America. The Sterling card is our international credit card and is offered to pilots who fly domestically and internationally. The Sterling Card Price Book is mailed monthly to all Sterling Card holders for Air BP fueling locations and discounted prices around the world.

INSURANCE

Third Party Liability Insurance

Primary insurance coverage and its associated costs to the FBO have increased over the years. Because of this we have recognized the value of excess product liability insurance.

Eastern Aviation Fuels through Air BP offers Third Party Liability insurance in the amount of \$50 million.

Air BP's Program

Air BP will provide excess Third Party Bodily Injury and Property Damage Legal Liability for products liability. This policy is only offered to our branded Air BP Dealers and is limited to aviation gasoline and jet fuel necessary for refueling and/or defueling while using Air BP products.

If an accident does occur and is likely to involve liability, written notice should be given, in duplicate, to the following address:

Eastern Aviation Fuels, Inc.
Post Office Box 12327
New Bern, North Carolina 28561

Guidelines

A business qualifies only if you maintain the requirements listed below and on the following page:

- The business is a Branded Air BP FBO and sells only Air BP aviation fuels
- Your FBO's insurance company sends to Eastern Aviation Fuels a policy statement confirming your primary aviation insurance
- Minimum liability requirement(s) are listed below and must be included on the FBO's policy. Without the limit(s) listed, the FBO is not eligible under this program

Bodily Injury - \$100,000 each person
- \$300,000 each occurrence, but
- \$300,000 annual aggregate in respect of Products Liability

Property
Damage

- \$100,000 each occurrence, but
- \$100,000 annual aggregate in respect of Products Liability

- If your liability includes the above, please send us a current copy of your insurance policy.
- Once we have received the insurance certificate meeting these requirements, Air BP will issue you an insurance certificate for the excess coverage amount.



**Superior Performance
From The Ground Up.™**

Monday, April 15, 1996

Jenny Peay
Oconee County Purchasing Department
201 West Main Street
Walhalla, SC 29691

The Hiller Group, Inc.
Phillips 66 Aviation Products
5321 Memorial Highway
Tampa, Florida 33634
813-882-3313
Fax 813-882-4294
800-544-3835

Re: Amendment Bid No. 95-39

Dear Jenny:

In addition to Savannah, Georgia being a supply terminal for AvGas under the bid, the Columbus, Georgia AvGas terminal may be a less costly and primary terminal for supply.

The rack price (does not include markup) and shipping cost per gallon are currently less than the cost from the Savannah terminal. A pricing history for Columbus:

January 1, 1996	0.9250
February 1, 1996	0.9550
March 1, 1996	1.0150
Shipping cost per gallon/8000 gallons	0.07092

The vendors (fixed) markup will remain the same. However, as long as the Columbus Georgia terminal is cheaper than shipping from Savannah, your primary terminal during the contract will be Columbus.

Please call me at 1-800-544-3835 if you have any questions.

Sincerely,
THE HILLER GROUP, INC.


WESLEY EARL
Aviation Sales

AVIATION PRODUCT PRICE HISTORY FROM 12/15/95 TO 04/15/96

CITY		EFFECTIVE			
-----		DATE			PRICE
-----		-----			-----
GA					
COLUMBUS	R141	96 JAN 03	AG		.92500
		96 JAN 05	AG		.93500
		96 JAN 06	AG		.95500
		96 FEB 03	AG		.96500
		96 FEB 20	AG		.98500
		96 FEB 24	AG		1.00500
		96 FEB 28	AG		1.01500
		96 MAR 19	AG		1.02500
		96 MAR 26	AG		1.04500
		96 APR 10	AG		1.05500

ENTER-Page Forward F7-Page Backward F4-Print F3-Quit
END OF REPORT

813-882-~~8013~~ 4294

Westey -

Do I need to add Columbus to
your DTN?

Susie



**Superior Performance
From The Ground Up.™**

Friday, April 12, 1996

Jenny Peay
Oconee County Purchasing Department
208 Booker Drive
Walhalla, SC 29691

The Hiller Group, Inc.
Phillips 66 Aviation Products
5321 Memorial Highway
Tampa, Florida 33634
813-882-3313
Fax 813-882-4294
800-544-3835

Re: AMENDMENT BID NO. 95-39

Dear Jenny:

Regarding your bid on either a lease and/or purchase of a used refueler truck, we are amending Option #2 to include a buyout provision in the lease.

If you choose Option #2, a \$395 monthly lease rate, you may apply a portion of the monthly rental rate--80% or approximately \$320--to purchasing the vehicle. For example, during the first year or 12 months of the lease, the county will have equity of approximately \$3,800 towards the purchase option of the unit.

This amendment allows the county to select the most economical option for purchasing a unit. The only condition is that the Hiller Group is the supplier of Phillips 66 branded aviation fuels to the airport during the lease period.

Please call me at **1-800-544-3835** if you have any questions.

Sincerely,
THE HILLER GROUP, INC.:

WESLEY EARL
Aviation Sales

BID NO. 95-39
(Use this number on envelopes and
all related correspondence)

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

The The Hiller Group, Inc.
submits herewith our Bid in response to bid request number shown above, and in
compliance with the description(s) and/or specification(s) numbered 95-39
and attached hereto for delivery of aviation fuel to Clemson Oconee Airport

Location of primary terminal which will be used Savannah, GA (AvGas)
AvGas (rack price) cost per gallon at primary terminal on:

January 1, 1996	<u>\$0.925 (does not include markup)</u>
February 1, 1996	<u>0.975 " "</u>
March 1, 1996	<u>1.045 " "</u>

Shipping cost per gallon .0819/8000 gal Detention fee NC

Vendor's (fixed) markup in cents per gallon \$0.05 per gallon

Location of primary terminal which will be used Charlotte, NC (Jet A)
Jet A (rack price) cost per gallon at primary terminal on:

January 1, 1996	<u>\$0.6725 (does not include markup)</u>
February 1, 1996	<u>0.6025 " "</u>
March 1, 1996	<u>0.6325 " "</u>

Shipping cost per gallon .0459/7500 gal Detention Fee NC

Vendor's (fixed) markup in cents per gallon \$0.05

Option #1

Year/Make 1990 Ford No. Gallon capacity 750
Mileage 12,230 Purchase Price \$28,950

Option #2

Year/Make 1990 Ford No. Gallon Capacity 750
Monthly lease price \$ 395

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

DATE: April 10, 1996 BID NO. 95-39

The The Hiller Group, Inc. takes the following exceptions:
(Bidder)

SEE ATTACHED BID SUPPLEMENTAL FORM FOR ADDITIONAL SERVICES

SIGNATURE: *Wesley E. ...*



PHILLIPS 66/ HILLER GROUP SERVICES

- ADVERTISING/PROMOTION:**
- National ad campaigns to support products and dealers
 - AC-U-KWIK & AOPA ads at half the cost
 - Brand recognition through signs, decals, refueler paint designs, etc.
 - Uniform program to enhance your company's image
 - Look-up Service allows you to target specific prospects/customers
 - New innovative *electronic brochures* touting your operation
- DEALER SUPPORT PROGRAMS:**
- Aviation Facilities Upgrade Program
 - Aviation Services and Equipment
 - Equipment Imaging and Painting Allowance
 - Contract Fuel Into Plane Program
- CREDIT CARD PROGRAM:**
- Nationally recognized card carried by most pilots
 - No processing fees for Phillips, State & Government cards
 - Major financial cards processed at nominal fees
 - Electronic handling of credit cards & charges available
- SELF SERVICE EQUIPMENT:**
- Integration of self-serve equipment into fuel farms and/or credit card programs
- REFUELER PROGRAMS:**
- Refuelers available at low monthly lease rates
 - Refueler maintenance included with lease rate
 - Refuelers built to meet rigorous aviation demands
- FUEL STORAGE PROGRAMS:**
- Flexible and attractive fuel farm leasing or lease-to-buy options
- TRAINING PROGRAMS:**
- Customer service training
 - Professional aircraft servicing
 - Quality control of fuel from delivery to you through to the customer
 - Record keeping
 - Facility inspections on site
- SUPPLY RELIABILITY:**
- Proven and continuing commitment to general aviation
 - Unequaled image and performance in our market place
 - Contracted commitments for supply available
 - Cost protection for terminal downtimes
- COMMITMENT TO QUALITY:**
- Refineries and pipelines dedicated to aviation products
 - Filtration redundancy to insure purity of product
 - Extra measures to protect against product mixing
 - Periodic inspections to protect all links in the supply chain
- RESOURCE LIBRARY:**
- FBO Management
 - Industry issues
 - Fuel service, storage and equipment
- PRODUCT LIABILITY INSURANCE PROGRAM:**
- \$50,000,000.00 over and above your own



ADVERTISING & PROMOTION

National ad campaigns are continuously being produced and run in national print media, especially aviation related media, which keep the pilot readers focused and positive about the Phillips 66 products and the people that supply them.

AC-U-KWIK & AOPA directories are often the first source of information that general aviation pilots turn to when planning their trip - especially when going in to new airports. This program helps you pay for your ad in these publications.

Brand recognition is very important when a pilot lands at your airport. The Phillips 66 sign almost sells itself in the general aviation industry. Pilots have learned through experience that it is usually the hallmark for quality products and excellent service. The Phillips 66 logo on signs, buildings and refuelers can work for or against you. Be sure it's working for you.

Uniforms make the difference "where the rubber meets the...taxiway". This program allows you to use earned income toward purchases made from **Unitog**, a national uniform company.

Look-up Service allows you to have a free, outside service that will send Thank You cards to customers who have visited your facility, solicit customers that have gone elsewhere on your airport for service or target specific groups who might have an opportunity to fly your way and do some business.

Electronic Brochures can be a real selling tool in today's high tech world. These motion picture discs simply slip into your prospects PC and tell the story about your FBO and the services you provide. The best part is they are free to branded Phillips 66 dealers through The Hiller Group!

These things and more are available to you as a Hiller Group customer. We know that as our customers grow their business, we grow ours. Have an idea that we could help on? Call us. You'll be surprised at just how committed to you we are!



**Superior Performance
From The Ground Up.**

DEALER SUPPORT PROGRAMS

Phillips 66 Brand Identification Signs are installed by Phillips, and are available in both center pole mount and 2-pole mount in the following sizes: 5' x 5', 7' x 7', and 12' x 12'. Please refer to the attached brochure for details on the Phillips 66 signs.

Aviation Facilities Upgrade Program can help you improve your existing fuel quality control systems. These items are eligible for 50% reimbursement. Project Minimums and maximums vary, check with your sales representative.

Aviation Service and Equipment. As a Phillips 66 dealer you are eligible to purchase aviation quality control items and use the buying power of Phillips 66. To purchase items such as nozzles, hoses, static reels, filter elements, and fuel tests kits, simply contact your marketing representative for a price quotation.

Equipment Imaging and Painting. Our most valuable asset is the Phillips 66 hallmark. The company is committed to the proper use and image of our brand. A program has been developed to allow new and existing dealers a painting allowance on refuelers. Listed below is program approved participation:

<u>Steel Tank Refueler Size</u>	<u>Amount</u>	<u>Stainless Tank Refueler Size</u>	<u>Amount</u>
0 to 1000	\$ 1100	0 to 1000	\$ 1100
1001 to 1500	\$ 1500	1001 to 1500	\$ 1350
1501 to 2000	\$ 1700	1501 to 2000	\$ 1550
2001 to 3000	\$ 1950	2001 to 3000	\$ 1600
3001 to 4000	\$ 2100	3001 to 4000	\$ 1600
4001 and Up	\$ 2200	4001 and Up	\$ 1600

Existing dealers are eligible for 75% reimbursement of the above amounts.

Phillips 66 Contract Fuel Partners Into-Plane Program can help you grow your business. The program is designed for FAR 121, 125, and 135 cargo, air ambulance, and scheduled commuter operations. The program is not designed for FAR 135 unscheduled passenger operations (Air Taxi Service) or FAR 91 operations. Phillips provides a listing



***Superior Performance
From The Ground Up.™***

of approved Into-Plane customers.

The Phillips program is by far the easiest to use. Each Phillips dealer receives a box of blue into- plane cards to be used with the Phillips electronic point-of-sale terminal. The dealer controls the into-wing fee charged the aircraft based on a fee schedule that can be modified monthly. Once the card is swiped the dealer enters the gallons; the rest is left up to us. Within 48 hours you receive credit back for the fuel purchased, plus applicable taxes, plus your into plane fee. It is simple, effective and allows you to service a trade class which requires special service.



*Superior Performance
From The Ground Up.™*

CREDIT CARD PROGRAM

The **Phillips 66 Credit Card** itself is one of your best assets. It has wide acceptance in general aviation and almost every pilot carries one. You can process fuel, storage, catering, maintenance, and almost anything else you sell through Line Service.

No **processing fees** are charged to Phillips dealers for Phillips, State or Federal Government credit cards. This can represent a substantial cost savings to most operators.

Major financial credit cards, such as Mastercard, Visa, American Express and Discover cards, are processed at low fees (3% manual, 2.5% electronic) which allow you to be competitive with operations with much larger sales volumes.

Electronic handling of credit cards charges is available which gives you a 48 hour turnaround on your money. Where cash flows are tight, the Electronic Funds Transfer Program, provides some significant advantages. Not only does your income hit your bank account within two days, but your fuel bills are paid on time each and every time. It also saves you the time and expense you might otherwise spend for clerical records, check processing and postage.

A time-proven card with no fees and a flexible, financial service program that makes your job easier and less costly...what more could an operator ask for?



**Superior Performance
From The Ground Up.**

SELF-SERVE FUELING STATIONS

A **proven, reliable self-service** dispensing unit is available through a Hiller Group supplier which allows **two or more** fueling positions (hoses), can handle **Avgas or Jet-A**, and can be **integrated into the Phillips 66 automated credit card system**. Some features include:

- Mechanical or electronic dispensers can be custom **configured for aviation**
- **Two, expandable to ten, fueling positions/hoses**
- **Credit card readers** controlling pumps
 - Phillips 66 cards, et. al.
 - All major financial cards
 - Major aviation cards
 - FBO issued cards (with PIN number capability)
- **Attended or unattended (typical) environment.**
- **Tank monitor interface** available
- **End-of-shift or day reports**
- **Supports outdoor receipt printer**
- **Lightning and power surge protection**

This system is built by one of the leading pioneers in the field. Its basic system is in use at retail auto fuel outlets all over the world. It is an efficient system that works!

It's available to you.



REFUELER PROGRAMS

New refuelers from Phillips 66

- **1,200 gallon Avgas refuelers** with an aluminum tank and state-of-the-art pumping and filtration equipment.
- **2,200 to 3,000 gallon Jet-A refuelers** with two or three reels (two overwing and a single point), a 200+ gallon per minute flow rate and the finest high-flow filtration. **5,000 gallon refuelers** are also available.
- **Routine maintenance is included** in the lease rate!
- **Leases** available for 3,4,5,6 & 7 year terms with no money down - just first and last month's rent.
- **Trade equipment** without penalty.

Used refuelers are also available with flexible programs, equipment and financing.

Let us know what your needs are: we will work to meet or exceed your expectations!



**Superior Performance
From The Ground Up.**

TRAINING PROGRAMS

VHS videos are available on:

Customer Service & Safety: This tape shows line service personnel how to delivery service and safety - the two top priorities of pilots everywhere.

Aviation Fuel Storage and Handling: Gives your personnel all they need to know to receive aviation fuel properly and correctly.

Refueler Operation: How to load the refueler and insure that all systems are ready to deliver top quality products.

General Refueling Procedures: General rules to professionally service private and corporate aircraft.

Refueling Jet Aircraft: Specific ways to correctly refuel jets using over-wing and single-point procedures.

Refueling Turbo-Prop Aircraft: How to locate fueling points and refuel turbo-prop aircraft without mishap.

Refueling Piston Powered Aircraft: Refueling procedures plus different types of caps and checking oil is covered in this video.

Quizzes: This tape comes with tests to document the training and knowledge of your refueling personnel.

Notebooks: A reference book on information on refueling over 100 aircraft.

These videos and more are available to train, track and document the effort put forth to insure good, clean fuel deliveries are coupled with excellent customer service. Not only is this a necessity in a highly regulated environment, but it builds self confidence and esteem in your personnel that realize this is not just another job any more.



SUPPLY RELIABILITY

For over 66 years, Phillips 66 has been dedicated to general aviation. From sponsoring early aviation efforts to supplying products for our space effort, Phillips 66 has been there.

Today, Phillips 66 is the only oil company that commits most of their products to general aviation. They are the only major oil company to have an aviation division and not just run the aviation side of the business out of their "hip pocket".

Phillips 66 has designed products specifically for general aviation use and has earned the respect and loyalty of aviation customers everywhere. That loyalty works for dealers throughout the Phillips 66 network.

Phillips 66 is so sure that they will be here when you need them, they will contract supply for years into the future.

They are so sure they can meet your supply needs, they guarantee your freight costs against prolonged down times at your local terminal and they have to bring it from another supply point.

Phillips 66 is the general aviation supplier. Don't you want to be a part of the team?

BID NO. 95-41
Use this number
on envelopes and
all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The Foothills Aviation
submits herewith our Bid in response to bid request number shown above, and in
compliance with the description(s) and/or specification(s) attached hereto for the sale of
two (2) 250 gallon capacity fuel tanks.

Base Bid for two (2) 250 gallon fuel tanks \$ 250⁰⁰

Show any exception, deviation, extra computation, or information on Bid Supplemental
Form attached hereto.

Bidding Organization: Foothills Aviation

Address: 8506 Tugalo St. / AIRPORT / TOCCOA, GA.

Signature of Bidders Representative: John S. [Signature]

Title: President Date: 4-20-96

Telephone: 706-886-6341

TALBERT & BRIGHT, INC.
engineering & planning consultants

RECEIVED
APR 24 1996
OCONEE COUNTY
PURCHASING DEPT.

April 22, 1996

Ms. Marianne Dillard
Oconee County Purchasing
201 W. Main Street
Walhalla, SC 29691

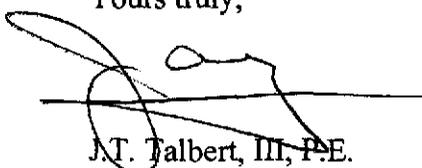
RE: Clemson-Oconee County Airport
Terminal Area Analysis
TBI No. 3401-9602

Dear Marianne:

Enclosed please find four copies of the above Work Authorization. We believe that it is in accordance with our previous discussions, agreements, and the brief outline that you provided several weeks ago. The Work Authorization totals \$3,300.00, which includes the basic \$3,000 fee that we discussed, as well as the additional \$300 for separating this initial planning task from the terminal site design process. After your review, please return two fully executed copies to TBI for our files.

If you have any questions, do not hesitate to contact me.

Yours truly,



J.T. Talbert, III, P.E.

JTT/arr

CLEMSON-OCONEE COUNTY AIRPORT
WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

Work Authorization No. 96-02

April 19, 1996

TBI Project No. 3401-9602

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services. The Contract shall be amended to allow for the following work:

Description of Work Authorization: Engineering and Planning Services for a Terminal Area Analysis for the Clemson-Oconee County Airport. This project will include a detailed analysis of the existing t-hangar, corporate hangar and terminal building locations and their respective ideal locations. Aspects to be evaluated are specific locations, compatibility with the current Master Plan/Terminal Area Plan, accessibility, security, required specifications, i.e., wind/snow loads, electric bi-fold doors, etc. The project will also develop project cost estimates and narrative to be later utilized in requesting funding and the development of detailed drawings. The documents shall be prepared in general accordance with the attached approved Manhour Estimate/Task Outline and shall include: coordination with the Owner and State; and presentation of the final document.

Time Schedule:

Work shall be completed within 60 calendar days of receipt of a written Notice to Proceed.

Cost of Services: The method of payment shall be lump sum in accordance with Section V, paragraph A2. The lump sum amount shall be \$3,300.00

Agreed as to Scope of Services, Time Schedule and Budget:

Approved:

For Oconee County



For Talbert & Bright, Inc.

Date

4-20-96

Date

Witness



Witness

MANHOUR FEE ESTIMATE

<u>TASK</u>	<u>PM</u>	<u>P5</u>	<u>T5</u>	<u>S3</u>
1. Development of Project Scope; Mtg w/Owner and State.	1	1	1	1
2. Review of T-hangar/Corporate Hangar Location, including consideration of factors such as security, electrical, & airside/landside accessibility.	2	2	1	--
3. Review of Existing Terminal Building Location	2	2	2	--
4. Terminal Area Layout; Alternative Layout Discussions	2	2	2	1
5. Development of Construction Cost Estimates; Evaluation of Available Funding Sources.	1	1	2	2
6. Review ALP/Terminal Area Plan	2	2	2	--
7. Meetings with Owner/State (1)	3	2	1	--
8. Preparation of Final Terminal Area Analysis Document.	<u>1</u>	<u>2</u>	<u>1</u>	<u>2</u>
TOTAL HOURS	14	14	11	6

MAN HOUR SUMMARY

PM	14	Hours @	82.00	=	\$ 1,148.00
P5	14	Hours @	70.00	=	980.00
T5	11	Hours @	44.00	=	448.00
S3	6	Hours @	27.00	=	<u>162.00</u>
SUBTOTAL					\$ 2,774.00

DIRECT EXPENSES

1 Trip @ \$300.00	=	\$ 300.00
Printing:		
5 Review @ \$10.00	=	50.00
10 Final @ \$10.00	=	100.00
Phone/Fax/Postage Etc. L.S.	=	<u>75.00</u>

SUBTOTAL **\$ 525.00**

TOTAL **\$3,299.00**

USE **\$3,300.00**

REQUEST APPROVAL FOR LESS THAN REQUIRED
THREE QUOTES

Emergency Preparedness has sundry rescue equipment justified in current budget.

Attached is copy of requisition. EPA obtained two quotes.

Purchasing has been unable to get a third quote. We had two other vendors we requested a quote from - no results.

Cannot find other vendor names in materials in Purchasing Department and Henry Gordan at EPA doesn't know of any other vendors.

REQUISITION

RECEIVED

MAR 15 1996

TO: PURCHASING DEPARTMENT OCONEE COUNTY

FROM: EMERGENCY PREPAREDNESS

DEPARTMENT

DELIVER TO: Same

(NAME AND LOCATION)

DATE REQUESTED ASAP

OCONEE COUNTY
PURCHASING DEPT.

3-13-96

DATE

10-053-00150-00840

Budget Code Number

(Send Original and Yellow Copy to Purchasing Department)

Quantity	Description	Estimated Cost	Quotations (Unit Price)		Total Price
			Ozark	Rescue	
			Rescue Sup.	Source	Ozark Rescue Suppliers
14	✓ Petzl Zoom Headlamp w/battery adapter		34.00	38.41	476.00
8	✓ America's Cup River Rogue Ultra Float		71.00	73.47	568.00
3	✓ America's Cup Ind Work Vest w/Pockets		35.00	36.22	105.00
6	✓ Petzl Ecrin Roc Helmet		56.00	57.62	336.00
10 pr	✓ CMC Rescue H.H. Rappel Gloves (5) Large (5) X-Large		26.00	26.74	260.00
10	✓ Downstream Throwbag (70' poly rope 3/8")		37.00	35.34	370.00
6	✓ Heavy Duty Equipment Bag (X-Large)		61.50	63.24	369.00
4	✓ CMC Proseries Rescue Harness (Large) (Black)		134.50	139.04	538.00
4	✓ CMC rescue 8 w/Ears (steel)		49.00	51.15	196.00
2	✓ CMI Grappling Hook (w/Bag)		76.00	74.40	152.00
6	✓ Omega Pacific Large D Steel Carabiner		15.00	15.77	90.00
6	✓ Rock Exotica Rescucender		51.50	55.76	309.00
					3,769.00 Sub-Total
					188.45 Tax
					3,957.45 Tot + Fr

KNOWN SUPPLIERS

SEE ATTACHED QUOTES (2)

PURCHASING DEPT. USE ONLY

ISSUED TO _____

ADDRESS _____

P.O. # _____

VENDOR # _____

ENCUMBRANCE DATE _____

CERTIFICATION

I HEREBY CERTIFY THAT THE ITEMS LISTED ABOVE ARE NEEDED BY THIS DEPARTMENT FOR THE SOLE USE AND BENEFIT OF OCONEE COUNTY.

I FURTHER CERTIFY THAT THE BALANCE OF THIS ACCOUNT AS OF REQUISITION DATE IS \$4,553.

I DO NOT WISH THIS PURCHASE TO EXCEED \$ _____

Henry H. Gordon, Jr.
HENRY H. GORDON, JR. department head

SPECIAL SHIPPING INSTRUCTIONS

BID NO. 95-40
(Use this number on envelope
and all related correspondence)

OCONEE COUNTY PURCHASING DEPARTMENT
(LOCATED AT) 201 W. MAIN STREET
(MAILING ADDRESS) 208 BOOKER DRIVE
WALHALLA, SC 29691
PHONE - 864-638-4141

BID FORM

I agree to all the terms and conditions set forth in the specifications for Food Service for the

Oconee County PRT and hereby offer a bid of 15 % (FIFTEEN PERCENT) of the
(spell percentage out)
gross proceeds I receive from my sales at the Park. *with a maximum of \$15 per day.*

I understand that I must have all insurance requested and a copy of certificate to the Oconee
County Purchasing Department before commencing sales.

BIDDING ORGANIZATION: EATON'S HOT DOGS
ADDRESS: 307 Rochester Highway
CITY, STATE, ZIP CODE SENECA, SC 29672
SIGNATURE OF BIDDER Daniel D Coates
TITLE DURSEN / OPERATOR DATE 4-15-96
TELEPHONE 864-888-2522

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

DATE: 4-16-96 BID NO. 95-40

The ERTOW'S HOT DOGS takes the following exceptions:
(Bidder)

*THE minimum payment does not apply to days
of inclement weather.*

SIGNATURE: _____

Bruce D. Carter

BID NO. 95-40
PROPOSAL FOR HOT DOG SALES
SOUTH COVE PARK

MENU

All Beef Hot Dog/Chili Dog	\$1.25
Sausage Dog	\$1.75

Toppings include: ketchup, mustard, onions, relish, sauerkraut.

Baked Lays Potato Chips	\$.75
Whole Dill Pickles	\$1.00
Candy Bars (chilled)	\$.50

Iced Tea - 17 oz. Bottled	\$1.00
Lemonade - 17 oz. Bottled	\$1.00
Gatorade - 17 oz. Bottled	\$1.00
Water - 17 oz. Bottled	\$.75
Grape Soda - Generic 12 oz. Canned	\$.50
Orange Soda - Generic 12 oz. Canned	\$.50
Root Beer - Generic 12 oz. Canned	\$.50

Bubble Gum -	\$.05
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All Prices Include 5% SC Sales Tax.

BATTERY A 2D BATTALION 263D ADA
South Carolina Army National Guard
Post Office Box 185
Seneca, South Carolina 29679-0185

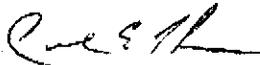
24 APR 96

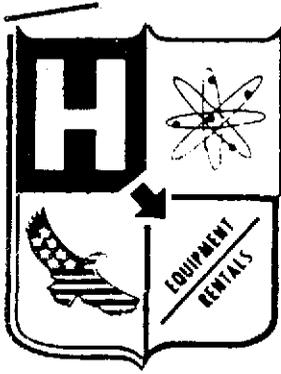
MEMORANDUM FOR: SUPERVISOR OF OCONEE COUNTY

SUBJECT: GRAVEL FOR LOADING RAMP ON NATIONAL GUARD ROAD.

1. THIS UNIT IS IN NEED OF AT LEAST ONE LOAD OF CRUSHER RUN GRAVEL TO FILL A LOADING RAMP WE HAVE CONSTRUCTED AT THE UNIT. WE HAVE NO WAY TO TRANSPORT THIS GRAVEL TO OUR LOCATION.
2. WE WOULD BE VERY GRATEFUL IF THE COUNTY COULD BRING US ONE OR TWO LOADS OF GRAVEL TO THIS UNIT LOCATION. WE HAVE THE EQUIPMENT TO SPREAD THE GRAVEL IF IT CAN BE DELIVERED.
3. THANK YOU FOR YOUR TIME AND ANY HELP YOU CAN GIVE US IN THIS MATTER.

*one
Sandem
Load*


CARL E THOMAS
UNIT SUPPLY
BTRY A 2-263 ADA



SALES • SERVICE • RENTALS

Hughes Equipment and Rental Co. Inc.

P.O. BOX 1008 • SENECA, S.C. 29679 • TELEPHONE (803) 882-4000

April 15, 1996

Norman Crane, Oconee County Supervisor
and
Oconee County Council Members
208 Booker Dr.
Walhalla, SC 29691

To Whom It May Concern:

In March of 1996, a County bid #95-33 was submitted to us for the purpose of offering our quality-proven John Deere product. We followed instructions and submitted our bid proposal. We were the low bidder! However, we were not awarded the bid for very unusual and questionable reasons - - - !

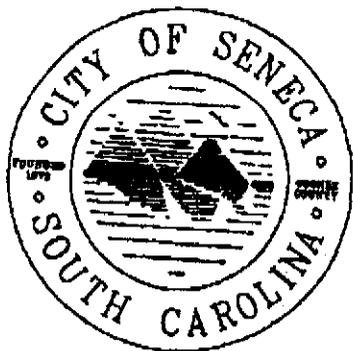
First, we were confronted with closed bid specifications that were written to protect the Grasshopper Gemini 700 Series, Model 718K, and to assure its purchase. This procedure and method smells to all who believe in The American Free Enterprise System, and to those of us who follow the principle of fairness, honesty and integrity. However, we cannot overcome the whims of special interest or political purpose.

We of Hughes Equipment and Rental Co., Inc. were very up-set by the action taken. This belated response was to allow time for us to show our class as a dependable supplier of quality products - - in lieu of showing our true emotions by letting responsible parties know how unfair - how unjust, their reasons and actions were.

In the immortal words of General MacArthur - - we shall return - - to this I add, as owner of Hughes Equipment and Rental Co., Inc. - - we shall never forget the action taken.

Respectfully yours,


Robert L. Hughes, Jr., President
Hughes Equipment & Rental Co., Inc.

**CITY OF SENECA**

P.O. Box 4773
221 East North First Street
Seneca, South Carolina 29679
(864)885-2700

Mayor John W. Fields
Mayor Pro Tem Dan Alexander

Council Members:
Carol H. Cunningham
Grogg Davis
Marvin G. Gray, Jr.
Bobby Layo
Ronnie O'Kelley
Charles H. Roid
Paul H. Shelton, Jr.

DATE: May 3, 1996

TO: Ms. Vickie Satterfield, Walhalla City Clerk
Ms. Dot Bibb, Westminster City Clerk
Ms. Cecilia Atkins, West Union City Clerk
Ms. Geri Mc Swain, Salem City Clerk/Treasurer
Mr. Norman Crain, Oconee County Supervisor
Ms. Carol Baumgarner, Delegation Office
Mr. Walter Smith, City Clerk/Treasurer

FROM: Belinda S. Harper *BSH*

RE: Oconee County Municipal Association Dinner Meeting

The Oconee County Municipal Association will hold their next meeting on Monday, May 20, 1996 at Cross Creek Plantation in Seneca. We will meet for a social hour at 6:00 pm and dinner will be served at 6:45 pm. Mr. Norman Crain and Mr. Jack Hirst will be the guest speakers discussing solid waste.

The cost of the dinner will be \$14.50 per person, which includes baked chicken, potato, vegetable, dinner salad, ice tea, coffee, water, tax, and gratuity. Reservations with check made payable to "The City of Seneca" must be received by the City of Seneca by Monday, May 13th. Spouses or guests are invited. If you have any questions, please call me at 885-2700.