

A G E N D A

OCONEE COUNTY COUNCIL MEETING

TUESDAY, JUNE 4, 1996

7:00 PM

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Public Hearing to Receive Written and/or Oral Comments Regarding Ordinance 96-5 (See Below)
5. Third & Final 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) - Ms. Carol Clark, Bond Counsel
6. Approval of Resolution 96-29, "RESOLUTION OF THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, APPROVING A DISBURSEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY AND THE ANDERSON-OCONEE-PICKENS TECHNICAL EDUCATION AND TRAINING COMMISSION RELATING TO THE ISSUANCE BY OCONEE COUNTY, SOUTH CAROLINA, OF \$2,800,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 1996; AND OTHER MATTERS RELATED THERETO" - Ms. Carol Clark, Bond Counsel
7. Consideration of Bids in Connection with the Borg-Warner Project - Mr. Wesley Crum, Bond Counsel
8. 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, Bond Counsel

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9. 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, Bond Counsel
10. Consideration of 1996-97 Oconee County Sewer Commission Budget - Mr. Howard Adams, Chairman & Mr. Robert Winchester, Superintendent, Sewer Commission
11. Consideration of Two (2) ATAX Grants - Mr. Ernst Hesterberg, Vice Chairman, ATAX Committee
12. Consideration of Request of Arts Commission to Extend a Grant to the Oconee Community Theater - Mr. Ernst Hesterberg, Chairman, Arts Commission
13. Discussion Regarding Building Codes in Oconee County - Mr. Steve Jeffries
14. Consideration of No Award for Paving at High Falls Park - Mr. Alex James, PRT Director & Ms. Marianne Dillard, Purchasing Agent
15. Consideration of Bids for Set-Up and Form Slab for Two (2) Parking Lots (Salem Fire Department & Fair Play Fire Department) - Mr. Dewitt Mize, Rural Fire Marshal & Ms. Marianne Dillard, Purchasing Agent
16. Consideration of Approval Rural Community Fire Protection Program Grant for Fair Play Fire Department - Mr. Dewitt Mize, Rural Fire Marshal
17. Second Reading of Ordinance 96-6, "1996-97 OCONEE COUNTY BUDGET ORDINANCE"

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18. Consideration & Possible Action Concerning Acquisition of Property Near the Rock Crusher - Mr. Tommy Crumpton, Rock Crusher Director & Mr. Timothy M. Cain, County Attorney
18. Old Business
19. New Business
20. Adjourn

8:30 am Monday, June 3, 1996, the Oconee County Budget & Finance Committee will meet in Council Chambers, 208 Booker Drive, Walhalla for the purpose of hearing departmental budget appeals.

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, June 4, 1996 at 7:00 pm in Council Chambers with all Council Members present (Mr. Strickland came in at 7:50 pm). 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

There were no members of press present.

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

**Call to
Order**

The invocation was given by Ms. Burrell.

Invocation

Mr. Hamilton made a motion, seconded by Ms. Burrell, approved 4 - 0 (Mr. Strickland not present) that the minutes of the May 21, 1996 meeting be adopted with the correction of Mr. Hamilton voting in the affirmative on giving EDIS \$2,500.

Minutes

First on the agenda was a public hearing to receive written and/or oral comments regarding 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).

**Public
Hearing
Ord. 96-5**

There was no one present with written and/or oral comments regarding the above mentioned ordinance.

Mr. Orr made a motion, seconded by Ms. Burrell, approved 4 - 0 (Mr. Strickland not present) that the above mentioned ordinance be adopted on third and final reading.

Mr. Hamilton made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Strickland not present) that Resolution 96-29, "RESOLUTION OF THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, APPROVING A DISBURSEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY AND THE ANDERSON-OCONEE-PICKENS TECHNICAL EDUCATION AND TRAINING COMMISSION RELATING TO THE ISSUANCE BY OCONEE COUNTY, SOUTH CAROLINA, OF \$2,800,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 1996; AND OTHER MATTERS RELATED THERETO" be adopted on first and final reading.

Res. 96-29

Mr. Williams made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Mr. Strickland not present) that the bids for bonds in connection with the Borg-Warner project be awarded to First Union who was low bidder at 8.61% interest.

Borg-Warner

Mr. Hamilton made a motion, seconded by Ms. Burrell, approved 4 - 0 (Mr. Strickland not present) that 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" be adopted on third and final reading.

Ord. 95-11

Mr. Williams made a motion, seconded by Mr. Hamilton, approved 4 - 0 that 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" be adopted on third and final reading.

Ord. 95-12

Upon request of Mr. Howard Adams, Chairman, Mr. Lamar Bailes, Finance Chairman, & Mr. Robert Winchester, Superintendent, Sewer Commission, Mr. Williams made a motion, seconded by Ms. Burrell, approved 4 - 0 (Mr. Strickland not present) that the attached proposed 1996-97 Sewer budget be adopted.

**Sewer
Commission
Budget**

Upon request of Mr. Ernst Hesterberg, Vice Chairman, ATAX Committee, Ms. Burrell made a motion, seconded by Mr. Orr, approved 4 - 0 (Mr. Strickland not present) that an ATAX Grant to Discover Upcountry in the amount of \$10,000 and an ATAX Grant in the amount of \$2,000 to Mountain Rest Community Club be adopted.

**ATAX
Grants**

Upon request of Mr. Hesterberg, Chairman, Arts Commission, Mr. Orr made a motion, seconded by Ms. Burrell, approved 4 - 0 (Mr. Strickland not present) that the Arts Commission be given permission to grant \$2,000 to the Oconee Community Theater to go toward building a new theater.

Arts

Upon recommendation of Mr. Alex James, PRT Director, & Ms. Marianne Dillard, Purchasing Agent, Mr. Orr made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Strickland not present) that no award be made for the paving at High Falls Park as the bids came in above the budgeted amount.

PRT

Upon recommendation of Mr. Dewitt Mize, Rural Fire Marshal, & Ms. Dillard, Ms. Burrell made a motion, seconded by Mr. Orr, approved 4 - 0 (Mr. Strickland not present) that \$2,000 be taken from contingency and placed in line item number 10 005 00150 05881 and the bid for set-up, forming and pouring Salem & Fair Play Fire Departments parking lots be awarded to Zorn Company, Inc. who was the only bidder at \$27,267. (See attached bid sheet)

**Rural
Fire**

Upon request of Mr. Mize, Mr. Hamilton made a motion, seconded by Mr. Orr, approved 4 - 0 (Mr. Strickland not present) that the attached Rural Community Fire Protection Program Grant application in the amount of \$1,000 be approved.

After a short recess, Mr. Strickland joined the meeting at 7:50 pm.

Mr. Timothy Cain, County Attorney, reminded Council that if a budget was not adopted, the county could face serious problems in scheduling special meetings and the public hearing which has to be advertised fifteen days (15) days prior to the meeting.

**Budget
Ord. 96-6**

Mr. Williams made a motion, seconded by Ms. Burrell that Ordinance 96-6, "1996-97 OCONEE COUNTY BUDGET ORDINANCE" be adopted on second reading.

Mr. Williams then made a motion, seconded by Mr. Hamilton, approved 5 - 0 that the budget be amended by \$55 in the Probate Judge's school/seminar/train/meet line item and \$120 in the Probate Judge's out of county travel line item.

Mr. Orr made a motion, seconded by Mr. Williams, approved 3 - 2 (Mr. Hamilton & Mr. Strickland voting against) that \$175,000, line item 10 007 00150 07025, Architect Tax Center/Ch be removed from the proposed budget.

Mr. Hamilton made a motion that funds for the Oconee Community Theater, line item 10 002 00150 25420 be amended to \$50,000, however, this motion died for lack of a second.

Mr. Williams made a motion, seconded by Ms. Burrell, approved 3 - 2 (Mr. Orr & Mr. Hamilton voting against) that funding for the school district be amended to \$28,492,086 which is \$2,009,000 new local funding.

Mr. Orr made a motion, seconded by Mr. Hamilton, defeated 3 - 2 (Mr. Williams, Ms. Burrell & Mr. Strickland voting against) that the local funding for the school district be amended to \$3,000,000.

**Budget
Cont'd**

Ordinance 96-6, "1996-97 OCONEE COUNTY BUDGET ORDINANCE", as amended, was then adopted 3 - 2 (Mr. Orr & Mr. Hamilton voting against).

Mr. Henry Richardson of the Fair Play area addressed Council regarding the funding given to the school district, Mr. Richardson stated that he felt Council had hurt Fair Play School by cutting the recommended funding and he asked Council to think about what they had done.

Mr. Strickland left the meeting at this time.

Upon recommendation of Ms. Marianne Dillard, Ms. Burrell made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Mr. Strickland not present) that the bid awarded May 7, 1996 to Wayne Oil Company for aviation fuel be rescinded due to the terminal from which they quoted rack prices not being operational at this time.

Airport

Mr. Hamilton made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Strickland not present) that the bid for aviation fuel be awarded to Eastern Aviation Fuels at approximately \$54,610 based on rack price plus a percentage of 0.639 per gallon for shipping and mark-up.

Also upon recommendation of Ms. Dillard, Mr. Hamilton made a motion, seconded by Ms. Burrell, approved 4 - 0 (Mr. Strickland not present) that the bid to lease a fuel truck at the airport from The Hiller Group, Inc. be rescinded and the bid to lease a truck be awarded to Eastern Aviation Fuel at a cost of \$400 per month. (See attached bid sheet)

Mr. Orr made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Strickland not present) that Mr. Thomas H. Glenn be extended credit at the Rock Crusher as per Ordinance 91-10.

**Rock
Crusher**

It was the consensus of Council that Mr. John R. Hamrick be permitted to construct roadways in THE SUMMIT Subdivision using four inches (4") to six inches (6") of gravel and two inches (2") of asphalt in lieu of four inches (4") of gravel and a primer coat of one and one-half inches (1 1/2") of asphalt. Ordinance 82-14 states that such variation shall be made if Council does not object within thirty (30) days of proposed variation.

**Road
Const.**

Ms. Burrell made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Mr. Strickland not present) that JTPA Workers be approved for County Offices as per the attached listing.

**JTPA
Workers**

Mr. Cain, County Attorney, informed Council he had written the SC Department of Transportation requesting a preliminary engineering study associated with the replacement of the bridge of Radio Station Roadway.

SCDOT

Mr. Cain also informed Council he had also requested that US Forestry include Resolution 95-40 in the public records associated with any proceedings arising out of the permit issued in connection with the mining activities or related activities in or near the Chauga River Watershed.

**US
Forestry**

Mr. Cain further informed Council that the county, in connection with the airport project, has acquired parcel "C" containing 4.12 acres, parcel "E" containing 9.246 acres, parcel "F" containing 1.125 acres, parcel "J" containing .76 acres. The county now needs to acquire parcel "D" containing 1.41 acres which has a dwelling and a mobile home on it and is titled in the name of Ernest Richardson and Annie L. E. Richardson. The property was appraised in 1993 at \$35,400, therefore it may be necessary to acquire a new appraisal to set just compensation if a settlement cannot be reached.

Airport

Mr. Cain informed Council he had been in touch with Mrs. Richardson's attorney and informed him that if a settlement could not be reached to satisfy the federal government, the county would proceed with condemnation of the property, thus far, Mr. Cain has not heard back from her attorney.

Mr. Cain then proposed that the county pay the lady for the property, allow her to live there for the rest of her life, provided we could relocate her driveway at county expense, and provided that she agree not to allow any activity that would be inconsistent with regulations governing the safe operation of the airport and we provide relocation assistance to her son who lives in the mobile home. Further he proposed that the county clear up any title problems she might have with the real estate.

The Federal Aviation Administration, SC Department of Commerce, Division of Aeronautics and Talbert & Bright, Inc. have approved this solution.

There were no objections from Council.

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Adjourn: 6:50 pm

Adjourn

Submitted By:

Opal O. Green
Opal O. Green, Clerk
Oconee County Council

Reviewed By:

Norman D. Crain
Supervisor-Chairman
Oconee County Council

*At the June 18, 1996 meeting Mr. Orr made a motion, seconded by Ms. Burrell, approved 5 - 0 that the minutes be approved that he objected to buying the above said property at the airport allowing the person to live there until they passed away.

Amendment

RESOLUTION

A RESOLUTION OF THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, APPROVING A DISBURSEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY AND THE ANDERSON-OCONEE-PICKENS TECHNICAL EDUCATION AND TRAINING COMMISSION RELATING TO THE ISSUANCE BY OCONEE COUNTY, SOUTH CAROLINA, OF \$2,800,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 1996; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), acting through its County Council, has approved by ordinance duly adopted on June 4, 1996, the issuance of not exceeding \$2,800,000 Oconee County, South Carolina, General Obligation Bonds, Series 1996 (the "Bonds"); and

WHEREAS, the proceeds of the Bonds, exclusive of accrued interest and that portion used to defray costs of issuance, will be used to defray the costs of financing a new health/science laboratory building (the "Project") to be located at Tri-County Technical College (the "College"); and

WHEREAS, the County wishes to deposit the Bond proceeds available for the Project with a bank as custodian for the County, which bank shall be acceptable to the County; and

WHEREAS, the County authorizes the College to expend the available proceeds of the Bonds for the Project subject to the provisions of the Disbursement Agreement between the County and the College as herein authorized;

NOW, THEREFORE, BE IT RESOLVED:

That the County Council approves the terms of the Disbursement Agreement to be dated as of June 1, 1996, such Disbursement Agreement to be in substantially the form as *Exhibit A* attached hereto, with such minor revisions as may be approved by the County Attorney and Bond Counsel, the execution by the Treasurer of the County being conclusive evidence of such approval. The Treasurer of the County is acknowledged to be the duly authorized officer of the County empowered to execute and deliver the Disbursement Agreement.

Done in meeting duly assembled this 4th day of June, 1996.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Norman D. Crain, Supervisor/
Chairman, Oconee County Council

Attest:

By: _____
Opal O. Green, Clerk to
County Council

DISBURSEMENT AGREEMENT

This Disbursement Agreement (this "Agreement") is dated as of June 1, 1996, and is by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), acting by and through its Treasurer, and the ANDERSON-OCONEE-PICKENS TECHNICAL EDUCATION AND TRAINING COMMISSION.

Section 1. Recitals.

WHEREAS, the County, acting through its County Council, has approved by ordinance duly adopted on June 4, 1996, the issuance of not exceeding \$2,800,000 Oconee County, South Carolina, General Obligation Bonds, Series 1996 (the "Bonds"); and

WHEREAS, the proceeds of the Bonds, exclusive of accrued interest and that portion used to defray costs of issuance, will be used to defray the costs of financing a new health/science laboratory building (the "Project") to be located at Tri-County Technical College (the "College"); and

WHEREAS, the County wishes to deposit the Bond proceeds available for the Project with a bank as custodian for the County, which bank shall be acceptable to the County; and

WHEREAS, the County authorizes the College to expend the available proceeds of the Bonds for the Project subject to the provisions of this Agreement.

Section 2. Deposit of Proceeds. All proceeds of the sale of the Bonds, net of costs of issuance and accrued interest, received by the County shall be deposited in a custodial account to be held by a bank acceptable to the County. Such account shall be known as the "Oconee County, South Carolina, Construction Fund (Tri-County Technical College Project)" (the "Construction Fund").

Section 3. Authorization. The Treasurer authorizes the Vice President for Finance of the College to make requisitions from the Construction Fund to pay costs of constructing and equipping the Project. All requests for payment from the Construction Fund shall be accompanied by a certificate, the form of which shall be supplied by the County, and a copy shall be forwarded to the County Treasurer.

Section 4. Disposition of Funds After Completion. Upon three years from the date of issuance of the Bonds or completion of the Project, as evidenced by a certificate from an officer of the College, whichever occurs first, any balance remaining in the Construction Fund shall be remitted to the County.

Section 5. Representations and Warranties. The College represents and warrants for the benefit of the County as follows:

(a) The College is a public institution of the State of South Carolina, has all necessary power to enter into this Agreement, and has duly authorized the execution and delivery of this Agreement.

(b) The College has the corporate power and authority to make, execute, deliver and perform this Agreement, and this Agreement has been duly authorized and delivered by all required corporate action of the College. This Agreement is a valid and binding obligation of the College enforceable against the College in accordance with its terms, except as such enforceability may be limited to bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(c) Neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the College is now a party or by which the College is bound, or constitutes a default under any of the foregoing.

(d) To the knowledge of the College, after due investigation with respect thereto, there is no litigation or proceeding pending or threatened against the College or any other person affecting the right of the College to execute or deliver this Agreement, or to comply with its obligations under this Agreement. Neither the execution and delivery of this Agreement by the College nor compliance by the College with its obligations under this Agreement requires the approval of any regulatory body, any parent company, or any other entity, which approval has not been obtained.

(e) The College will not take or permit, or omit to take or cause to be taken, any action which would adversely affect the exemption from federal income taxation of the interest on the Bonds and, if it should take or permit, or omit to take or cause to be taken, any such action, the College shall take or cause to be taken all lawful actions necessary to rescind or correct such acts or omissions promptly upon having knowledge thereof.

(f) The College will take or cause to be taken such action or actions as may be necessary, in the opinion of Counsel, to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service pertaining to obligations issued under Sections 103 and 141 through 150 of the Code or any federal tax legislation that may be enacted subsequent to the execution of this Agreement.

(g) The College agrees to perform all covenants relating to the College contained in this Agreement.

Section 6. Maintenance and Operation of Project. The College covenants and represents that during the term of this Agreement and so long as it has possession of and occupies any part of the Project, it will operate the Project in a sound and economical manner, in compliance with all present and future laws and governmental regulations applicable thereto, and that it will maintain, preserve and keep the Project in good repair, working order and condition. The College shall make all necessary and proper repairs and renewals so that at all times the operation of the Project may be properly and advantageously conducted. This covenant shall not prevent the College from discontinuing operation of any of the Project at any time in order to make necessary repairs or for reasons of safety.

The College shall not create, incur or suffer to exist any lien, charge or encumbrance on the Project.

Section 7. Maintenance and Operation. The County will have no obligations with respect to operation, maintenance, testing, service, repair or overhaul of the Project. All obligations for such operation, maintenance, testing, service, repair or overhaul of the Project will be borne solely by the College.

Section 8. Completion of Project. The County shall have no rights, duties or obligations of any kind with respect to completion of the Project in the event the proceeds of the Bonds, together with other moneys of the College, are insufficient therefor. All such rights, duties or obligations with respect to replacement, alteration, improvement or modification shall be borne by the College.

Section 9. Insurance. The College covenants to provide at all times insurance with respect to the Project. The County has no obligation to maintain insurance with respect to the Project.

Section 10. No Assignment. The College will not assign or convey its right, title and interest to the Project without the consent of the County.

Section 11. Notices. All notices required under the terms and provisions hereof shall be by telecopy, telex or other telecommunication means (with such telecopy, telex or other telecommunication means to be confirmed in writing), or if such notice is impracticable, by certified or registered first-class mail, with postage prepaid, or by personal delivery of written notice, and any such notice shall become effective when received, any telex or telecopy to be deemed received upon receipt by the party transmitting the telex or telecopy of such other party's callback code at the end of such telex (receipt of confirmation in writing not being necessary to the effectiveness of any telex or telecopy), addressed:

- (i) if to the College, at Tri-County Technical College, 7900 Highway 76, Pendleton, South Carolina 29670, Attention: Vice President-Business, telecopy number 864-646-8256, or to such other address as the College shall from time to time designate in writing to the County in accordance with this Agreement, and
- (ii) if to the County, at Oconee County, 208 Booker Drive, Walhalla, South Carolina 29691, Attention: Supervisor/Chairman, telecopy number 864-638-4241, or to such other address as the County may from time to time designate in writing to the College.

Section 12. Indemnification.

(a) To the extent permissible by law, the College shall, and hereby agrees to, indemnify and hold the County harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including environmental clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against the County as a direct or indirect result of the issuance of the Bonds for the Project.

(b) The College's obligations hereunder to the County shall not be limited to any extent by the term of this Agreement and, as to any act or occurrence prior to termination of this Agreement or payment in full and satisfaction of any Bonds which gives rise to liability hereunder, shall continue, survive and remain in full force and effect notwithstanding termination of this Agreement or payment in full and satisfaction of the Bonds.

Section 13. Miscellaneous. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. No term or provision of this Agreement may be changed or waived orally, but only by an instrument in writing signed by the County and the College. The Section and paragraph headings in this Agreement are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof and all references herein to numbered sections, unless otherwise indicated, are to sections of this Agreement. This Agreement has been delivered in the State of South Carolina and shall in all respects be governed by, and construed in accordance with, the laws of the State of South Carolina, including all matters of construction, validity and performance. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the County and the College have each caused this Agreement to be duly executed on this _____ day of _____, 1996.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Treasurer

ANDERSON-OCONEE-PICKENS
COUNTY TECHNICAL EDUCATION AND
TRAINING COMMISSION

By: _____
Name: _____
Title: _____



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
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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

=====

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

OCONEE COUNTY SEWER COMMISSION

RESOLUTION 96-1

WHEREAS, the Oconee County Sewer Commission and the Oconee County Council have determined in 1993 that it was in the best interest of Oconee County to upgrade the Coneross Creek Wastewater Treatment Facilities in order to comply with Federal and State Water Quality Regulations and provide for future economic growth in Oconee County; and

WHEREAS, the Oconee County Sewer Commission acknowledges that these improvements, renovations, and additions were completed at the cost of approximately \$9,000,000, including construction, contingency and a two percent (2%) loan closing fee; and

WHEREAS, a low interest loan was obtained through the South Carolina Budget and Control Board's State Revolving Loan Fund for financing this upgrade; and

WHEREAS, as a condition of the SRF loan, Budget and Control Board officials required the County to commit to increase its sewer rates by at least forty-six percent (46%) no later than July 1, 1995, or such lesser amount as the Board may agree to based on written evidence from the County which shows sufficient revenues will be produced to pay debt service on the SRF loan and meet coverage requirements of the County's 1988 General Bond Ordinance; and

WHEREAS, the County has increased the sewer treatment rates by eighteen percent (18%) in 1994 and seven percent (7%) in 1995 to comply with the conditions of the loan documents; and

WHEREAS, these increases in sewer rates imposed a financial burden on the users of the sewer system significantly; and

WHEREAS, in order to give the sewer users some relief from the increasing sewer treatment fees, the Sewer Commission has studied a means of reducing the debt service payment which comprises approximately thirty-three percent (33%) of the total budget; and

WHEREAS, in order to accomplish this task the Commission intends to recommend a two (2) year plan to set aside and pay the debt service for the 1988 bonds from the impact fee fund, and then retire the bonds after July 1, 1998 from Depreciation funds; and

Oconee County Sewer Commission
Resolution 96-1

WHEREAS, this action will eliminate the bond debt being calculated into the rates for the 1996-97 and 1997-98 budgets, thereby giving the users much needed relief.

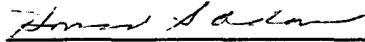
NOW, THEREFORE, BE IT RESOLVED that the Oconee County Sewer Commission in session duly assembled this date, May 6, 1996, that:

The Oconee County Sewer Commission recommends with the adoption of the 1996-97 budget to set aside for 1996-97 the amount of \$256,920 and for 1997-98 the amount of \$260,268 from the impact fee fund to be used to pay the annual payment for the 1988 bonds, and also to recommend the retirement of such bonds on the call date of July 1, 1998.

RATIFIED AND ADOPTED on first and final reading this sixth day of May 1996 by a vote of:

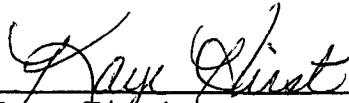
6 :YES

0 :NO



Howard S. Adams
Chairman, OCSC

Attest:



Kaye Hirst
Administrative Assistant, OCSC

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.

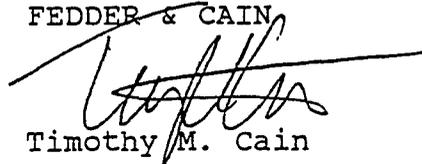
The approval by Council may only apply to the particular budget year in question, which I understand is fiscal year 1993-1994, therefore authorization for such transfer would only extend to that particular budget.

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

A handwritten signature in black ink, appearing to read 'Timothy M. Cain', is written over the typed name. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Timothy M. Cain

TMC/trl

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

Oconee County ATAX Application

contact: S. J. Reidhead
P. O. Box 4
Townville, SC 29689
803-972-2146

Ernst Hesterberg
c/o Seneca Chamber of Commerce
P. O. Box 855
Seneca, SC 29678
803-944-1554

64

DATE OF APPLICATION: 04-22-96
NAME OF APPLICANT ORGANIZATION: Mountain Rest Community Club
MAILING ADDRESS: 46 Ray Queen 6556 Highlands Hwy. Mtn. Rest SC 29664
CONTACT PERSON: Ray Queen TITLE: Vice Chairman
Home OFFICE PHONE: 638-2681 FAX: _____ AFTER HOURS PHONE: _____
PROJECT NAME (if applicable): Back Road to Parking Lot
START DATE: 5-15-96 END DATE: 6-15-96

If there is no firm start/start date, please include the time frame of the project.)

APPLICANT CATEGORY: CITY: _____ GOVERNMENT ENTITY: _____ COUNTY: _____

NON-PROFIT ORGANIZATION: INCORPORATION DATE: _____

IN ORDER TO FACILITATE THE APPROVAL OF THE GRANT, THE FOLLOWING MATERIAL IS REQUESTED: Your application may be rejected if this material is not included with the application.

A: **ITEMIZED PROJECT BUDGET:** Include the cost of the entire project. ATAX applications are dependent on county purchasing requirements for bids. You may contact the county purchasing department for an explanation of policy. Most projects require 3 written bids. Please include copies of these bids with your application or the application may be returned as Incomplete.

B: **APPROPRIATE DEMOGRAPHIC DATA:** This data should reflect the impact of visitors who are classified as tourists. *(A tourist is anyone who travels at least 50 miles from their home or requires over-night accommodations.)* Guest lists, mailing lists, demographic studies are acceptable records.

C: **ATTENDANCE FIGURES:** Show percentages of local, out of state, and overnight guests who will attend the event, or who have attended previous events. Priority will be given if the project attracts overnight guests.

D: **MATERIALS FROM PREVIOUS FUNCTIONS:** Balance sheets, flyers, promotional materials, newspaper articles or any other pertinent materials pertaining to this request.

E: **CURRENT FINANCIAL HISTORY** of your organization is mandatory. If your organization is non-profit, the annual reports and audits provided to the IRS would be appreciated.

ATAX FUNDS REQUESTED: _____

ITEMIZED BUDGET FOR ATAX FUNDS REQUESTED: (attach on separate sheet) Bid

HOW FUNDS WILL BE USED: To improve and construct Road to Back Parking Lot/Hillbilly Grounds

FUNDS: MATCHING GRANTS: _____ SOURCE: _____

FUNDS WHICH WILL BE FURNISHED BY YOUR GROUP: _____

OTHER FUNDING SOURCES: _____

DESCRIPTION OF PROJECT: See attached Sheet

WHO WILL BENEFIT FROM THIS PROJECT: Visitors Who Come to Hillbilly Day each year - Also can be used as emergency exit.
DESCRIBE HOW THIS PROJECT WILL INFLUENCE TOURISM IN OCONEE COUNTY:

The convenience of the additional parking will provide easy access and be beneficial to our event.

GUIDELINES:

Be aware that tourists must come from at least 50 miles outside Oconee County. Advertising done within a 100 mile radius is considered local and will not be funded by ATAX money.

ATAX funds will not be used by local organizations as a substitute for fundraising. If funds are available from other sources, and the applicant has not explored these sources, the application will be considered unacceptable.

The funds granted by the ATAX committee must be specifically for the above mentioned projects within the specified time. If funds are not used as proposed or within 30 days of the close of the event, they must be returned to the ATAX Committee. Failure to meet these requirements will result in the denial of your applications in the future.

An accurate estimation of tourism potential is required. Please do not include people who come from Anderson, Clemson, Greenville, Toccoa, etc. as examples of tourism.

Please complete the attached follow-up report to the ATAX Committee within 60 days of completion of the project or event.

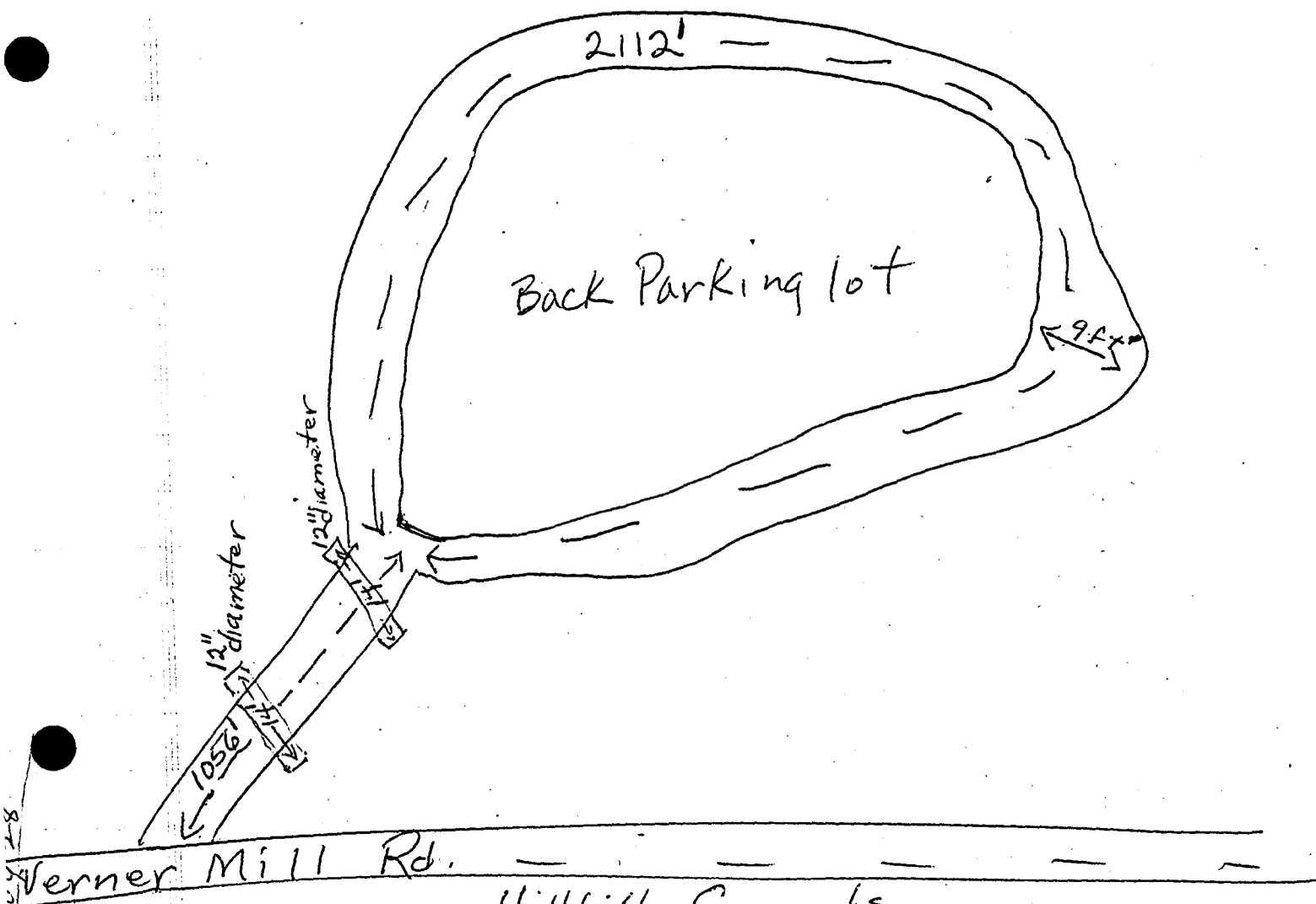
I have read the above guidelines for the Oconee County Accommodations Tax Fund application and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for these project(s).

SIGNATURE: Margaret R. Queen DATE: Apr. 23, 1996

PROJECT DIRECTOR

SIGNATURE: Roy Queen DATE: Apr. 23, 1996
Vice Chairman
ADMINISTRATIVE OFFICIAL

Description of Project:



Hillbilly Grounds
Mountain Rest Community Club

Name of Project: Back road to Parking Lot - Improvement and construction

Description: Improvement of existing road leading off Verner Mill Road - about 1056 ft to be graveled and two 14ft x 12" culverts to be installed. Grade and gravel a 9ft road encircling the back parking lot which is approximately 2112 ft long.

All materials needed to complete the job to be furnished by the bidder.

Oconee County ATAX Application

Material Requested:

A. Itemized Project Budget: Proposal and Copy of bid

B. Demographic Data: Annual Hillbilly Day Festival held on July 4th each year. This festival attracts tourists from all over South Carolina as well as many from out of state.

C. Attendance Figures: ¹⁹⁹⁵ Approximate Percentages - Local 48%
out-of-state 50% overnight 2% Total attendance 8000

Listed in SC. Dept of Parks, Rec. + Tourism Calendar of Events each yr

D. Materials from Previous Functions: Hillbilly Day has been written up in Southern Living, Blue Ridge Coop. Living in South Carolina lists the event for July 4th. Flyers are placed at South Carolina Welcome Centers.

E. Current Financial History: Attached

ACTION SERVICES OF OCONEE, INC.
6750 HIGHLANDS HWY.
MOUNTAIN REST, SC 29664
864-638-6642

BID ON FOLLOWING PROJECT:

APRIL 24, 1996

MOUNTAIN REST COMMUNITY CLUB/HILLBILLY GROUNDS ROAD TO BACK
PARKING LOT

PROPOSAL: IMPROVEMENT OF 1056 FT. OF EXISTING ROAD LEADING
OFF VERNER MILL ROAD AND GRADE AND GRAVEL 2112 FT. X 9 FT.
ROAD ENCIRCLING BACK PARKING LOT (SEE DIAGRAM).

WORK WILL INCLUDE GRADING, DITCHING, AND GRAVELING OF ROADWAY
AND INSTALLATION OF TWO CULVERTS AS SHOWN ON DIAGRAM. ALL
MATERIALS AND LABOR INCLUDED IN THIS PRICE.

AMOUNT OF BID \$2,500.00

HOWARD QUEEN

Howard Queen OWNER 4-24-96

Bid for Mountain Rest Community Club, Back Road

● Parking Lot - Improvement and Construction

Will furnish 132 tons gravel @ \$11.00 = \$1452.00
to be spread on 3228 feet of roadway leading
off Verner Mill Road along left side of
hillbilly field and encircling the back parking
lot. Gravel will be spread 7 feet wide on roadway.
Tractor work required to smooth and ditch
(as needed) said roadway 8 hours @ \$25.00 = 200.00
Furnish and install 2 - 12" culverts as shown
on diagram = 300.00

Total Bid

\$ 1,952.00

Submitted and signed This 22nd day
of April, 1996

Lloyd A King

Name

Lloyd A King

Address

492 Courtenay King Rd.

Mountain Rest SC 29664

Telephone #

635-6453

BIDDER	Blue Ridge Paving	Sloan Construction Co., Inc./Tugalo Div.			
Alexander Cannon Hill House Road (lump sum)	\$ 5,318.50	\$ 12,500.00			
Superintendent's Residence (lump sum)	1,100.00	3,000.00			
Grand Total	\$ 6,418.50	\$ 15,500.00			
	withdrew bid				
Attended Bid Opening: Marinne Dillard, Jenny Peay, Alex James - Oconee County					

BID NO. 95-47
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) attached hereto for

Paving at High Falls County Park.

Alexander Cannon Hill House Road	\$ <u>5318.⁵⁰</u> (L.S.)
Superintendent's Residence	\$ <u>1100-00</u> (L.S.)
Grand Total	\$ <u>6418.⁵⁰</u> (L.S.)

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: ~~5-28-96~~ AS SOON AS AWARDED.

Bidding Organization: BLUE RIDGE PAVING CO.

Address: 406 E. SUNSET BLVD., SENECA, S.C.

Signature of Bidders Representative: Wynne M. Owen

Title: SUPV.

Date: 5-28-96

Telephone: 882-5212

BID NO. 95-47
Use this number
on envelopes and
all related correspondence.)

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

The SNOAN CONST. CO. inc / TUGANO DIV.
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

Paving at High Falls County Park.

Alexander Cannon Hill House Road	\$ <u>12,500</u>	(L.S.)
Superintendent's Residence	\$ <u>3,000</u>	(L.S.)
Grand Total	\$ <u>15,500</u>	(L.S.)

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: 45 DAY AFTER AWARD

Bidding Organization: SNOAN CONST. CO. inc / TUGANO DIV.

Address: P.O. 968 TOCCOA GA. 30272

Signature of Bidders Representative: TOM RYAN

Title: DIVISION MANAGER Date: 5-30-96

Telephone: (706) 886-3164

BIDDER	Zorn Company, Inc.	Mike's Concrete Finishing & Grading			
Salem Fire Dept Parking Lot (lump sum)	\$ 16,767.00	\$ 16,500.00			
Fairplay Fire Dept Parking Lot (lump sum)	10,500.00	8,500.00			
Total	\$ 27,267.00	\$ 25,000.00			
Insurance Certificate	yes	no			
Attended Bid Opening: Marianne Dillard, Jenny Peay, Helen Jackson - Oconee County					

BID NO. 95-46
Use this number
on envelopes and
all related correspondence.)

BID FORM

OCONEE COUNTY PURCHASING DEPARTMENT

201 W. MAIN STREET, WALHALLA, SC 29691

The Zorn Co., 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 Complete Set-up, Forming and Pouring of Two Concrete Parking Lots

1.- Salem Fire Department Parking Lot \$ 16,767 (Lump Sum)

2. - Fairplay Fire Department Parking Lot \$ 10,500 (Lump Sum)

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 5, 1996 or 60 Days

Bidding Organization: Zorn Co., Inc.

Address: P.O. Box 842 Seneca, S.C. 29679

Signature of Bidders Representative: *Gregory J. Anderson*

Title: Vice President Date: May 29, 1996

Telephone: 882-0185

BID NO. 95-46
Use this number
on envelopes and
all related correspondence.)

BID FORM

OCONEE COUNTY PURCHASING DEPARTMENT

201 W. MAIN STREET, WALHALLA, SC 29691

The Mike's CONCRETE Finishing & Grading
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
Complete Set-up, Forming and Pouring of Two Concrete Parking Lots

1.- Salem Fire Department Parking Lot \$ 16,500.00 (Lump Sum)

2. - Fairplay Fire Department Parking Lot \$ 8,500.00 (Lump Sum)

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: within 30 days

Bidding Organization: Mike's CONCRETE Finishing & Grading

Address: 277 DELTA Drive WESTMINSTER S.C. 29693

Signature of Bidders Representative: Michael D Bond

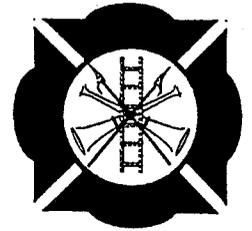
Title: owner Date: 5-29-96

Telephone: 864-647-2863

Bid 95-46



Rural Community Fire Protection Program



Larry Barr, South Carolina Forestry Commission Coordinator, PO Box 21707, Columbia, SC 29221 Telephone: 896-8856

TO: Volunteer Rural Fire Departments

FROM: Larry Barr *LB*

DATE: March 22, 1996

SUBJECT: RURAL COMMUNITY FIRE PROTECTION, TITLE IV, MATCHING FUNDS FOR RURAL FIRE DEPARTMENT

Though funds have not been approved by Congress for this federal fiscal year, we are accepting applications for matching funds under Title IV of the Rural Community Fire Protection Act. We expect to receive status of these funds in a few weeks. The deadline for receiving applications in this office is **May 31, 1996**.

Chartered rural fire departments, county fire departments, and incorporated small town (under 10,000 population) departments may apply. Departments who apply must answer all calls in their area of operation. Since funds will be limited, primary emphasis will be placed on new departments, those most in need, and those with high ISO ratings.

These funds cannot be used to purchase buildings, building materials, or trucks. Radios, hoses, nozzles, turn-out gear, hand tools, sirens, and light bars are examples of approved items. No one item of equipment costing over \$1000 can be approved for purchase. Items purchased and records of purchase are subject to being reviewed by federal and state authorities.

When applying for funds, enclose the following:

1. Application: RCFP Form 1
2. Fire Department Information Form
3. Map of service area and copy of charter if have not previously applied.

Please do not send copies of invoices. If you are funded, you will be notified when to send invoices. This program is for the period from October 1, 1995, through September 30, 1996.

APPLICATION,
STATE AND PRIVATE COOPERATIVE RURAL
COMMUNITY FIRE PROTECTION, TITLE IV,
SOUTH CAROLINA FORESTRY COMMISSION

1. Date Submitted _____ 2. Federal ID# 57-0687767
3. County Located Oconee
4. Fire Department Name FAIR PLAY
5. Mailing Address POB 133
FAIR PLAY, SC 29643
6. Contact Person Larry Wilkerson Telephone # (864) 972-3254
7. Amount Requested: 50/50 Matching Funds
- Federal \$ 1,000⁰⁰ (not more than 50% of Total)
- Applicant \$ 1,000⁰⁰ (at least 50% of Total)
- Total \$ 2,000⁰⁰

IMPORTANT: For county fire departments, the person in charge of county government must sign. For rural fire departments not connected with a county or city, the chairman of the board of directors should sign. For incorporated town fire departments, the mayor should sign. The fire chief alone cannot sign.

8. Typed or Printed Name of Authorized Representative

9. Title _____ 10. Telephone # _____

11. Signature of Authorized Representative

_____ Date Signed _____

NOTE: Enclose copy of charter and map of service area if have not previously applied.

Mail To: Larry Barr
RCFP Coordinator
South Carolina Forestry Commission
P. O. Box 21707
Columbia, South Carolina 29221-1707

DEADLINE: MAY 31

FIRE DEPARTMENT INFORMATION

1. ISO rating for departments's coverage area 8/9
2. Year department organized ~1964
3. Names of communities served:

If department is countywide, list all departments:

4. Previous years in which funds received under this program:
1995 1994 Before 1994 Never
5. Does department have written "Memorandum of Understanding" with the SC Forestry Commission? Yes No
6. Has the department requested/received wildland fire training through the SC Forestry Commission? Yes No
7. List sources of departments's operating funds and what percent of annual budget each source provides.

County/City Funds	<u>2400</u>	<u>37.5</u> %
Membership Fees	<u> </u>	<u> </u> %
Fund Raising	<u>2000</u>	<u>63.5</u> %
Special Tax	<u> </u>	<u> </u> %
Other	<u> </u>	<u> </u> %
<u> </u>	<u> </u>	<u> </u> %
8. Does department respond to all fires within established boundary? Yes NO
9. List equipment needed in order of priority:

Equipment to upgrade tanks - received from forestry department.

April 18, 1996

Bid Tabulation

Bid No.95-39
Walhalla, SC 29691

BIDDER	The Hiller Group, Inc.	The Hiller Group, Inc.	Eastern Aviation Fuels	Wayne Oil Co.
AvGas:				
location of primary terminal	Savannah, Ga.	Columbus, Ga.	Canton, Ga.	Knoxville, Tn.
			* 5/1/96	
rack price on January 1, 1996	0.925	0.975	* ⁹⁶²⁴ .9426	0.8548
rack price on February 1, 1996	0.975	0.955	* .9336 ✓	0.8479
rack price on March 1, 1996	1.045	1.015	* 1.0067 ✓	0.921
rack price on April 1, 1996		1.045	* 1.0696 ✓	0.9839 ✓
rack price on April 15, 1996		1.075	* 1.1074 ✓	1.0217 ✓
rack price on April 29, 1996		1.095	* 1.1101 ✓	1.0244 ✓
Average pack price Jan - April		1.0183	1.0283	0.9423
shipping cost per gallon (based on 8000)	0.0819	0.07092	0.034	0.0661
detention fee	no	no		1st hr. n/c, then \$24. per 30 min
fixed markup in cents per gallon	0.05	0.05	0.0299	0.03
total shipping & fixed markup	0.1319	0.12092	,0.639	0.0961
Total Price - Based on 50,000 gal yr. average - AV Gas		\$ 56,961.00	\$ 54,610.00	\$ 51,920.00
			*Rack prices listed here are from Birmingham terminal. Canton scheduled to open 5/1/96 - prices will be .02 higher than Birmingham	

April 18, 1996

Bid Tabulation

Bid No.95-39
Walhalla, SC 29691

BIDDER	The Hiller Group, Inc.	The Hiller Group, Inc.	Eastern Aviation Fuels	Wayne Oil Company	
Jet A:					
location of primary terminal	Charlotte, NC		Belton, SC	Belton, SC	
rack price on January 1, 1996	0.6725		0.6372	0.6372	
rack price on February 1, 1996	0.6025		0.5967	0.5967	
rack price on March 1, 1996	0.6325		0.629	0.629	
rack price on April 1, 1996	0.675		0.7299	0.7102	
rack price on April 15, 1996	0.725		0.7599	0.7015	
rack price on April 29, 1996	0.6575		0.7041	0.6597	
Average rack price Jan - April	0.6608		0.6761	0.6557	
shipping cost per gallon	0.0459		0.0155	0.0158	
detention fee	no			1st hr free, then 20./half hr.	
fixed markup in cents per gallon	0.05		0.0299	0.04	
total shipping & fixed markup	0.0959		0.0454	0.0558	
Total Price - based on 25,000 gal yr. average - Jet A	\$ 18,917.50		\$ 18,037.50	\$ 17,787.50	
GRAND TOTAL - AV GAS & JET A	\$ 75,878.50		\$ 72,647.50	\$ 69,707.50	

April 18, 1996

Bid Tabulation

Bid No.95-39
Walhalla, SC 29691

BIDDER	The Hiller Group, Inc.	The Hiller Group, Inc.	Eastern Aviation Fuels	Wayne Oil Company	
Option #1: Purchase price	\$ 28,950.00		\$ 12,900.00	\$ 20,000.00	or \$19,000.00
year/make	1990 Ford		1976 GMC	1978 Ford	1983 Ford
gallon capacity	750 gallon		750 gallon	1200 gallon	1200 gallon
mileage	12,230 miles		80,000 miles	15,905 miles	32,452 miles
warranty			90 days	120 days	120 days
Option #2: Monthly lease price	\$ 395.00		\$ 400.00	\$ 575.00	
year/make	1990 Ford		1976	1996	
gallon capacity	750 gallon		750 gallon	750 gallon	
Signs	5x5, or 7x7 or 12x12'		11'x11 1/2 x 7'	11' x 11 1/2 x 7, or 3x8', or 46"x46"	
	O.C. to supply electric		Eastern will install	O.C. to install	
Excess Insurance	50 million		50 million	50 million	
Attended opening: Marianne Dillard, Jenny Peay, Marion Lyles - Oconee County					

Eastern Aviation Fuels, Inc.

Post Office Box 12327
New Bern, North Carolina 28561-2327
(919) 633-0066 • Fax (919) 633-3125
1-800-334-5732

May 22, 1996
Maryanne Dillard
Oconee Co. Purchasing
Fax 864 638 4142

Dear Mrs. Dillard,

Thank you for taking the time out of your day to speak with me last week. Per your request, I am sending you this fax detailing what we discussed.

Eastern Aviation Fuels did not bid the Knoxville TN terminal because it does not exist at this time. The terminal has not been in operation since December of 1995. Knoxville, when the terminal was in operation was an Exxon exchange. This means that Air BP as well as Phillips and Chevron had negotiated an agreement to pull fuel out of that terminal from Exxon USA. Exxon closed this terminal because their competition was getting more use than they were.

As far as current pricing out of the Knoxville terminal I can not give you prices that do not exist. Air BP has plans to open a terminal in Knoxville this year. This terminal will be a Air BP dedicated terminal supplied by railcar. There will be no exchanges. If this terminal has rack prices such as to offset the additional freight as compared to Canton GA, we would pull from that terminal. However as of the present there is no way to show you invoices from something that does not exist.

We have contacted Air BP concerning this situation. You can expect a phone call from them concerning the matter.

I hope this has explained our position.

Sincerely,

D. Massey
Dale Massey
Eastern Aviation Fuels

Pager
1-800-970-7089
7098

SPECIFICATIONS FOR AVIATION FUEL

Oconee County is seeking sealed bids for delivery of aviation fuel on an as needed basis. Delivery will be required to the Clemson Oconee Airport, 365 Airport Road, Seneca, S. C. 29678 for a period of one year with the potential option to renew for two additional one year periods, based upon mutual agreement of both parties. Oconee County has two 10,000 gallon above-ground fuel tanks that have a hard concrete unloading ramp.

Specifications shall be as follows:

1- Products/Specifications:

- a.) AvGas 100LL - meets or exceeds ASTM D 910.
- b.) Jet A - meets or exceeds ASTM D 1655.

2- Quantity/Term:

- a.) AvGas 100LL - up to 50,000 gallons per year.
- b.) Jet A- up to 25,000 gallons per year.
- c.) Invoicing of fuel shall be based on net gallons delivered.

3- Product Delivery and Price:

- a.) Deliveries shall be full transport amounts not less than 7000 gallons or up to approximately 8000 gallons.
- b.) All deliveries shall be made within 48 hours of order placement.
- c.) Freight charges shall be based on suppliers closest delivery source within the State of South Carolina to Oconee County, regardless of actual source of delivery.
- d.) All freight charges shall be a separate line item on each delivery invoice.
- e.) Invoice pricing shall reflect rack price, freight, Federal Superfund tax, Federal excise tax, SC State Inspection Fee, SC State Sales tax, Env. Impact Fee, prompt payment discounts, and any other applicable charges being listed as separate line items on invoice.
- f.) The fuel farm plumbing and adapter for receiving fuel is two inches in diameter. Successful vendor shall supply any adapter needed to accommodate our system. Does your company charge a detention fee for lengthy deliveries? If so, state any charges on attached bid form.
- g.) Bidder must provide a historical record of company fuel pricing with amount of supplier markup in cents per gallon with bid.

4- Credit Cards:

- a.) Supplier shall accept without processing fee at least two major oil company credit cards.

- b.) Supplier shall accept state and federal government issued credit cards without fee.
- c.) Supplier shall accept other general use credit cards such as Visa, Mastercard, and American Express at a processing fee not to exceed 3%.
- d.) Successful vendor shall supply an electronic credit card machine, with all credit card supplies, forms, materials, and etc. free of charge to the County.
- e.) Supplier must provide toll-free credit card authorization service.
- f.) Supplier's credit card shall provide for normal airport related charges in addition to fuel such as, tie down fees, hanger or lease payments, pilot supplies, minor repairs, flight and/or weather service.
- g.) Supplier shall reimburse Oconee County for credit transmittals within seven days of receipt by check.

5- **Credit Terms:**

- a.) Supplier shall provide the purchaser with 30 day terms without penalty.
- b.) Other credit terms may be offered, to include prompt pay discounts and be made a part of the bid response on Bid Supplemental Form.

6- **Quality Control/Inspection:**

- a.) Supplier shall provide purchaser with written product quality reports on a quarterly basis and certification of quality for each delivery.
- b.) Supplier shall inspect all fuel handling equipment on a quarterly basis and provide the purchaser with written inspection reports.

6- **Insurance:**

- a.) Supplier shall provide at no cost to the purchaser excess Aircraft Fueling Liability Insurance covering all fuel related activity of at least 40,000,000.00 dollars.

7. **Emergency Service:**

- a.) Supplier shall make available to the County a 24 hour telephone number, should a problem occur or the County requires a weekend delivery.

8- **Training:**

- a.) Supplier shall provide line service and quality control training to Oconee County's employees on site at the beginning of this contract, and also provide additional training for any new employees during this contract period at no charge.

9- **Signage:**

- a.) Supplier shall provide one large airport sign for air viewing, and decals on ground equipment and fuel farm at no charge. Please state description and what size your company will supply on Bid Supplemental Form.

OPTION BIDS:

In addition to fuel, Oconee County is interested in either leasing or purchasing a refueling truck. We invite you to provide us bids on either a lease and/or purchase of a used truck, meeting the minimum specification below.

Option Bid # 1 - Purchase

Purchase of a used refueling truck with minimum specification as stated below:

750 gallons minimum	stainless steel or aluminum tank
1980 or later model	40 GPM flow rate- minimum
gasoline engine	manual transmission
bottom/top loading capability	120 day warranty on all components
recent calibration of fuel delivery meter	side mounted hose reel
external engine speed control	maintenance history background data (to be supplied on truck at time of bid opening)

Option # 2 - Lease program to provide a minimum 750 gallon refueling truck

Terms - 1 year, running concurrently with fuel contract
Oconee County shall provide insurance/comp and collision (loss payee)
Copy of lease agreement stating each party responsibility
Same specifications as stated above

BASIS OF AWARD

Bids will be awarded to the responsible and responsive bidder(s) based on meeting our requirements as set forth in our specifications, as well as consideration of the low bid overall for freight and mark-up. Bidders assume all responsibility for complying with laws and regulations, and for formulating and completing the bids. Oconee County reserves the right to reject any and all bids and to waive any irregularities or technicalities in order to award this bid as it deems to be in the best interest of the County.

Oconee County reserves the right to award either Option # 1 or Option # 2, or neither option. Furthermore, the County reserves the right to award the purchase of the truck to a separate vendor than the fuel delivery, if it is in the best interest of the County to do so. The lease, if accepted, will be awarded to the vendor providing fuel and run concurrently with the contract.

AMENITIES

If your Company provides any amenities other than stated above, please list in detail on Bid Supplemental Form. Some consideration could be given to such items as uniforms, additional signage, advertising, or etc.

CHANGES IN PROPOSED BUDGET AFTER BUDGET COMMITTEE 05/28/96

DESCRIPTION	05/28/96	06/04/96	INCREASE + DECREASE -
GENERAL REVENUES			
10-080-00805-09999	1758,162.	1705,393.	- 52,769.
TOTAL REVENUES			- 52,769.
GENERAL EXPENDITURES			
10-002-00150-25420	100,000.	10,000.	- 90,000.
10-009-00150-00037	1,300.	7,300.	+ 6,000.
10-010-00110-01013	0	8,534.	+ 8,534.
FRINGE	0	0	+ 1,716.
10-018-00110-18120	65,623.	52,621.	- 13,002.
10-018-00130-00013	19,962.	18,967.	- 995.
10-018-00130-00015	13,168.	12,338.	- 830.
10-018-00150-00840	12,500.	18,500.	+ 6,000.
10-018-00170-18170	20,000.	10,000.	- 10,000.
10-019-00150-00840	4,300.	12,800.	+ 8,500.
10-020-00110-02006	0	8,204.	+ 8,204.
FRINGE	0	0	+ 1,236.
10-023-00110-02304	0	8,204.	+ 8,204.
FRINGE	0	0	+ 1,236.
10-025-00110-02503	0	8,204.	+ 8,204.
FRINGE	0	0	+ 1,236.
10-050-00150-00083	22,000.	32,000.	+ 10,000.
10-057-00150-00071	18,000.	18,600.	+ 600.
VARIOUS SALARY & FRINGE ADJUST			- 7,612.
TOTAL EXPENDITURES			- 52,769.
ENTERPRISE FUND			
SOLID WASTE			
REVENUES			
16-080-49807-49999	36,504.	35,917.	- 587.
EXPENDITURES			
VARIOUS SALARY & FRINGE ADJUST			- 587.
ENTERPRISE FUND			
ROCK CRUSHER			
REVENUES			
17-080-00805-15401	875,822.	875,902.	+ 80.
EXPENDITURES			
VARIOUS SALARY & FRINGE ADJUST			+ 80.

Follow



OCONEE COUNTY PARKS, RECREATION & TOURISM

P.O. BOX 188 WALHALLA, SC 29691 (803) 638-4212

DATE: May 31, 1996
TO: Ned Hunnicut, Finance Director
SUBJECT: Roll-over of \$6,000.00

Oconee County PRT respectfully requests to carry forward \$6,000.00 in our Paving Account 010-018-00150-00881 from the 95/96 budget into the 96/97 budget. This request is due to the fact that the company withdrew their low bid after the sealed bid opening on May 30, 1996. PRT will try to do this project at a later date.

Thank you for your consideration of this request.

Sincerely,

Alex James (JB)

Alex James
Director
Oconee County PRT

To: Ned Hunnicutt - Finance Director
From: Marion Lyles
Subject: Fuel Truck Lease Line Item
Date: June 3, 1996

MEMORANDUM

Ned,

Please include a line item in the 1996-1997 Budget, Dept. 009 Aeronautics Commission, for \$6,000 to cover fuel truck lease payments (\$500 monthly).

The County Council approved the truck lease policy instead of purchasing a fuel truck on May 7, 1996.

The Aeronautics Commission has approximately \$13,000 in line item 010-009-00150-00870 in the 1995-1996 Budget for the purchase of a truck.

Circuit Court
R.M.C.
(803) 638-4280

SALLIE C. SMITH
Clerk of Court
P.O. Box 678
Walhalla, SC
29691

Family Court
(803) 638-4287

May 29, 1996

TO: Mr. Ned Hunnicutt
Finance Director of Oconee County

FROM: Sallie C. Smith *Sallie*

RE: 10-019-00150-00840 CAPITAL ACCOUNT

Request is hereby made to carry-over to the 1996-97 Budget Records the sum of \$8,500.00 for the above account. The funds were allotted to purchase additional lateral/moveable filing cabinets, however, due to problems with securing quotes (bids) and with Purchasing being involved with major projects we have had several set-backs.

Please consider the request so that the proper amount of study and purchasing of these files can be further made and the best possible system for these records can be purchased.

Thank you.

scs/

CREDIT APPLICATION

OCONEE COUNTY ROCK CRUSHER
208 BOOKER DRIVE
WALHALLA, SOUTH CAROLINA 29691

NAME OF APPLICANT <i>Thomas H. Glenn</i>			
ADDRESS <i>111 Sam Gerrard Rd.</i>	CITY <i>Anderson</i>	STATE <i>SC</i>	ZIP CODE <i>29624</i>
TELEPHONE NUMBER BUSINESS <i>287-9520</i>	<i>864-224-2270</i>	HOME	<i>864-224-2270</i>
SOCIAL SECURITY # <i>249 - 78 - 8274</i> OR FEDERAL I.D. #			
BUSINESS NAME <i>Thomas H. Glenn</i>			
ADDRESS <i>111 Sam Gerrard Rd.</i>	CITY <i>Anderson</i>	STATE <i>SC</i>	ZIP CODE <i>29624</i>
TYPE OF BUSINESS <i>Backhoe + Miscelance</i>			

CREDIT INFORMATION

ONE REFERENCE MUST BE A BANK OR LENDING INSTITUTION OR BRANCH THEREOF DULY CHARTERED AND DOING BUSINESS IN OCONEE COUNTY, SOUTH CAROLINA; ONE REFERENCE MUST BE A MAJOR CREDIT CARD COMPANY; AND THREE REFERENCES MUST BE OCONEE COUNTY BUSINESS PERSONS OR ESTABLISHMENTS WITH WHOM OR WHICH THE APPLICANT HAS ENJOYED CREDIT FOR A MINIMUM OF THREE YEARS.

IF AN APPLICANT DOES NOT QUALIFY ACCORDING TO THE ABOVE REQUIREMENTS, HE MAY FURNISH AN IRREVOCABLE LETTER OF CREDIT FROM A QUALIFIED BANK FOR THE AMOUNT HE INTENDS TO PURCHASES ON A MONTHLY BASIS.

REFERENCES

1. NAME OF BANK, MAJOR CREDIT CARD OR VENDOR: <i>Nationsbank</i>	
ADDRESS <i>Acc # 705 266 521 (ck)</i>	TELEPHONE <i>1-800-568-6262</i>
2. NAME OF BANK, MAJOR CREDIT CARD OR VENDOR: <i>Bells</i>	
ADDRESS <i>Acct. # 701 244 986 5 Anderson</i>	TELEPHONE <i>1 800 669 6550</i>
3. NAME OF BANK, MAJOR CREDIT CARD OR VENDOR: <i>American Express</i>	
ADDRESS	TELEPHONE <i>1 800 528-4800</i>
4. NAME OF BANK, MAJOR CREDIT CARD OR VENDOR:	
ADDRESS	TELEPHONE
5. NAME OF BANK, MAJOR CREDIT CARD OR VENDOR:	
ADDRESS	TELEPHONE

I/WE CERTIFY THE ABOVE INFORMATION TO BE ACCURATE, AND I/WE GIVE THE COUNTY AUTHORITY TO VERIFY THE INFORMATION.

Thomas H. Glenn

AUTHORIZED SIGNATURE

A \$50.00 APPLICATION FEE SHOULD BE ATTACHED WITH THIS COMPLETED APPLICATION. THIS IS A NON-REFUNDABLE FEE.

Request 63

1 GLENN, THOMAS, H.,
111, SAM GERRARD RD, ANDERSON, SC, 29624
5 249-78-8274, 4601

TRANS UNION CREDIT REPORT

<FOR> <SUB NAME> <MKT SUB> <INFILE> <DATE> <TIME>
(I) ZSC6201015 CB OF OCONEE 16 SC 10/86 05/03/96 08:28CT

<SUBJECT> <SSN> <BIRTH DATE>
GLENN, THOMAS H. 249-78-8274 1/46
<TELEPHONE>
224-2270

<CURRENT ADDRESS> <DATE RPTD>
111 SAM GERRARD RD., ANDERSON SC. 29624 3/93
<FORMER ADDRESS>
11 SAM GERRARD RD., ANDERSON SC. 29624
7 RR 7 POB 78, ANDERSON SC. 29624

C R E D I T S U M M A R Y			* * * T O T A L F I L E H I S T O R Y						
PR=0	COL=0	NEG=0	HSTNEG=3-3	TRD=18	RVL=14	IN=5	MTG=0	OPN=1	INQ=1
	HIGH CRED	CRED LIM	BALANCE	PAST DUE	MNTHLY PAY A	AVAILABLE			
REVOLVING:	\$61.9K	\$73.0K	\$25.2K	\$0	\$165	65%			
INSTALLMENT:	\$25.3K	\$	\$7461	\$0	\$158				
OPEN:	\$102	\$	\$102	\$0		0%			
TOTALS:	\$87.3K	\$73.0K	\$32.8K	\$0	\$323				

T R A D E S

SUBNAME	SUBCODE	OPENED	HIGHCRED	TERMS	MAXDELQ	PAYPAT	1-12 MOP
ACCOUNT#		VERIFIED	CREDLIM	PASTDUE	AMT-MOP	PAYPAT	13-24
ECOA COLLATRL/LOANTYPE		CLSD/PD	BALANCE	REMARKS			MO 30/60/90
MBNA AMERICA B	1597029	3/95	\$50	MIN15		11XXXXXXXXXX	R01
532900		4/96A	\$6000	\$0		X1	
I CREDIT CARD			\$50			14	0/ 0/ 0
AMERICAN EXP N	656N001	9/83	\$102			11111X1111X1	001
37207		4/96A		\$0		11111111X111	
I CREDIT CARD			\$102			48	0/ 0/ 0
NATBNKCARD B	6331059	10/78	\$9597			111111111111	R01
2015002059033173		4/96A	\$8600			111211111111	
I CREDIT CARD		7/95P	\$0			48	1/ 0/ 0
BELK STORES D	105E017	11/69	\$930	MIN40		111111111111	R01
7012449865		4/96A	\$1300	\$0		111111111111	
I CHARGE ACCOUNT			\$742			48	1/ 0/ 0
M WARD/MBGA D	235007H	12/94	\$30			111111111111	R01
09085111450		3/96A	\$0			11	
I BRCP8J DL0908		1/96P	\$0			15V	0/ 0/ 0
AMOCO VISA B	1AQB001	5/94				112111111111	R01
4271110033251548		3/96A	\$1000			1111	
C CREDIT CARD		9/95P	\$0			16	1/ 0/ 0

NATIONSBKLOC B 6331060	11/93	\$24.4K	MIN100	1111X1X111111 C01
705435382	3/96A	\$25.0K	\$0	11XXX1X1XX11
I CRDT LINE SECURED		\$24.3K		28 0/0/0
CAROLINA FST B 8050328	11/93	\$1783		1111X11111111 R01
4071818001158329	3/96A	\$7000		1111111
I CREDIT CARD	7/95P	\$0		21V 0/0/0
NATIONSBANK B 6331021	1/93	\$10.6K	96M158	1111XX1111111 I01
10000110004199961	3/96A		\$0	1111111111111
M RT 1		\$7461		39V 0/0/0
FLEET BANK B 4060033	2/88			1111111111111 R01
438880104000	3/96A	\$6900		1111111111111
I CREDIT CARD	3/95P	\$0		48 0/0/0
NATIONSBKLOC B 6331060	11/86	\$3838		1111111XXX1X C01
705266521	3/96A	\$4000		1XX111XX1XXX
P LINE OF CREDIT	8/95P	\$0		48 0/0/0
SEARS D 6256394	3/70	\$1106	M10	1111111111111 R01
5813197	3/96A	\$3900	\$0	1111111111111
I CHARGE ACCOUNT		\$114		48 0/0/0
FUNB B 362N400	9/83	\$5800		1111111111111 R01
52-8019				
I CREDIT CARD	11/93P	\$0		39 0/0/0
DISCOVER CRD B 9816003	12/94	\$0		R01
601100337952	2/96A	\$1500		
I CREDIT CARD	1/95P	\$0		7V 0/0/0
NATIONS BANK B 1BAA001	6/88	\$14.3K		1111111111111 R01
8300000000185561	8/95A		\$0	1111111111111
C	1/95P	\$0	ACCT CLSD BY CONSUMER 24	0/0/0
FRD MOTOR CR Q 3798658	9/92	\$10.6K	48M222	X111X1X11X11 I01
KJA165RGJ7	5/95A		\$0	1111111111111
I AUTOMOBILE	3/95C	\$0		32V 0/0/0
ATT UNIV CRD B 8194006	11/90	\$0		X111111111 R01
539860000135	12/93A	\$2000	\$0	
I CREDIT CARD	1/92P	\$0	CLOSED	14 0/0/0
AFSCI F 15BL14J	1/90	\$4032	18M	100
1052998	5/90A		\$0	
I COND SALES CONTR	4/90C	\$0		4 0/0/0

I N Q U I R I E S

DATE	SUBCODE	SUBNAME	TYPE	SUBCODE	SUBNAME
5/03/96	ZSC6201015	CB OF OCONEE			

END OF CREDIT REPORT - SERVICED BY :
 TRANS UNION CORPORATION 704 523-2510
 760 W. SPROUL ROAD, PO BOX 390, SPRINGFIELD, PA 19064-0390



ERA® CENTRAL REAL ESTATE

May 21, 1996

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

Dear Norman:

This letter is to request a change in the specifications for Phase I of THE SUMMIT. In lieu of 4" of gravel and a primer coat of 1½" of asphalt, I would request 4 to 6" of gravel which is already in place and 2" of asphalt.

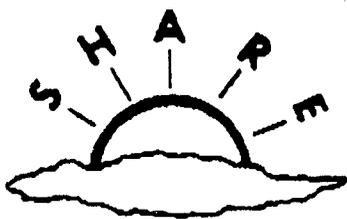
As you know, we are extremely concerned about primer coat being used in close proximity to the lake. Plus, we feel that the additional asphalt along with the stone, will give us a stronger road.

Thank you,

A handwritten signature in black ink, appearing to read 'John R. Hamrick', written over the typed name.

John R. Hamrick, Broker/Developer

JRH/pe



SUNBELT HUMAN ADVANCEMENT RESOURCES, INC.
OCONEE COMMUNITY SERVICE PROGRAM

P.O. Box 608
 Seneca, SC 29679-0608
 Telephone (803) 882-3485

Helen Heaton
 Case Manager II

Dr. Willie H. Crosby, Jr.
 Executive Director

6-3-96

To Oconee County Council

The Following is a list of worksites who have been requested to participant in the Summer JTPA Program,

Tax Office
 Probate Judge
 Clerk of Court
 Veterans Affairs
 Animal Shelter
 Parks and Recreation
 Rosa Clark Clinic

Supervisors Office

Awaiting your reply.

Helen Heaton James

A handwritten signature in cursive script that reads "Helen Heaton James".

SHARE JTPA
 Case Manager

BALLENGER, FEDDER, CAIN & NORTON, L.L.P.
ATTORNEYS AT LAW
339 BYPASS 123 • POST OFFICE BOX 698
SENECA, SC 29679
TELEPHONE (864) 882-6608
FACSIMILE (864) 882-7182

W.J. Fedder (Of Counsel)
Timothy M. Cain, P.A.
Bradley A. Norton

William H. Ballenger (Of Counsel)
Karen F. Ballenger

June 3, 1996

Mr. B. K. Jones
Director, South Carolina Department of Transportation
955 Park Street
P.O. Box 191
Columbia, SC 29202

Re: Bridge on S-37-50 (Radio Station Road)
Oconee County, South Carolina

Dear Mr. Jones:

This office represents Oconee County. I have been requested by the Oconee County Council to write to you concerning a bridge located in Oconee County along S.C. Road S-37-50, also known as Radio Station Road.

This bridge, which crosses over the Norfolk-Southern Railroad, has been a focus of concern by the local governing body and citizenry for many years.

The purpose of this letter is to request that the S.C. Department of Transportation conduct a preliminary engineering study or other appropriate investigation to determine the estimated costs associated with the replacement of this bridge in accordance with SCDOT regulations, and provide the results thereof to the Oconee County Council. Necessarily, should there be any questions, or if I may provide additional information, please do not hesitate to call upon me.

Thanking you for your attention to this matter, I am,

Sincerely,

BALLENGER, FEDDER, CAIN & NORTON, L.L.P.

Timothy M. Cain

TMC/apc

cc: Mr. Norman D. Crain
Mr. Harrison E. Orr
Mrs. M. Fran Burrell
Mr. Roy B. Strickland
Mr. Alton K. Williams
Mr. Harry R. Hamilton

Sheriff James Singleton
Senator Thomas C. Alexander
Rep. William E. Sandifer, III
Rep. Bradley D. Cain
Mr. Bill Bond
Mr. Tally Grant
Mr. Sammy W. Dickson

BALLENGER, FEDDER, CAIN & NORTON, L.L.P.
ATTORNEYS AT LAW
339 BYPASS 123 • POST OFFICE BOX 698
SENECA, SC 29679
TELEPHONE (864)882-6608
FACSIMILE (864)882-7182

W.J. Fedder (Of Counsel)
Timothy M. Cain, P.A.
Bradley A. Norton

William H. Ballenger (Of Counsel)
Karen F. Ballenger

June 3, 1996

Mr. Norman D. Crain
208 Booker Drive
Walhalla, SC 29691

Re: Prospecting/Mining at Chauga River Watershed

Dear Norman:

It is my understanding that initial approval has been given by the U.S. Forest Service for Mr. Cliff Leonard, Jr. to be allowed to conduct drilling and/or other activities in the Chauga River Watershed. This preliminary approval was given despite opposition by Oconee County and other governmental entities and agencies in Oconee County.

Enclosed please find a copy of my letter to Mr. Greg Borgen of the U.S. Forest Service which requests that the County Council's Resolution be made a part of the public record in these proceedings and which also requests a copy of any approvals or assessments in connection with the application for the permit filed by Mr. Leonard.

As you know, the resolution adopted by the County Council has been previously forwarded by me to the U.S. Department of Agriculture, U.S. Forest Service, United States Environmental Protection Agency, Bureau of Land Management, Governor David Beasley, State Senator Thomas C. Alexander, State House Member William E. Sandifer, III, State House Member Bradley D. Cain, President William Jefferson Clinton, Senator Strom Thurmond, Senator Ernest F. Hollings, and Congressman Lindsey O. Graham.

In the event that the Oconee County Council or any of its members desire to comment on this matter, it is my understanding that such comments should be addressed to Greg Borgen, Andrew Pickens Ranger District, 112 Andrew Pickens Circle, Mountain Rest, SC 29664 on or before July 1, 1996. Necessarily, should there be any questions, or if you or any Council Member desire that I take any further action in connection with this matter, please do not hesitate to contact me.

Mr. Crain
Page 2
June 3, 1996

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

Sincerely,

BALLENGER, FEDDER, CAIN & NORTON, L.L.P.

Timothy M. Cain

TMC/apc
Enclosures
cc: Council Members

BALLENGER, FEDDER, CAIN & NORTON, L.L.P.
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SENECA, SC 29679
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W.J. Fedder (Of Counsel)
Timothy M. Cain, P.A.
Bradley A. Norton

William H. Ballenger (Of Counsel)
Karen F. Ballenger

June 3, 1996

Mr. Greg Borgen
Andrew Pickens Ranger District
112 Andrew Pickens Circle
Mountain Rest, SC 29664

Re: Testing and/or Mining for the Chauga River Watershed

Dear Mr. Borgen:

I represent the County Council of Oconee County, South Carolina.

Enclosed please find a copy of that Resolution 95-40 adopted by the Oconee County Council dated December 5, 1995 urging that the application for a permit to conduct prospecting or any other commercial mining or excavation on public lands in the Chauga River Watershed be denied. Please include this resolution in the public record associated with any proceedings arising out of the permit issued in connection with the mining activities or related activities in or near the Chauga River Watershed.

In addition, please provide Oconee County with a copy of any assessments or approvals issued in connection with the application to drill, mine or prospect in this area by forwarding the same to Ms. Opal Green, Council Clerk, Oconee County Council, 208 Booker Drive, Walhalla, SC 29691. Necessarily, should there be any questions, please do not hesitate to call upon me.

Thanking you for your attention to this matter, I remain,

Sincerely,

BALLENGER, FEDDER, CAIN & NORTON, L.L.P.

Timothy M. Cain

TMC/apc

cc: Mr. Norman D. Crain
Ms. Opal Green
County Council Members

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

OCONEE COUNTY COUNCIL RESOLUTION NO. 95- 40

WHEREAS, the United States Department of Agriculture, United States Forest Service, has received an application for a permit to conduct mineral prospecting in or near the Chauga River Watershed located in Oconee County, South Carolina; and,

WHEREAS, many citizens and residents of Oconee County, South Carolina, to include customers and users of the City of Westminster and Pioneer Rural Water District of Oconee and Anderson Counties obtain their drinking water from the Chauga River; and,

WHEREAS, as the local governing body of Oconee County, South Carolina, the Oconee County Council is concerned about the potential negative impact of such prospecting activities upon the quality of drinking water of the residents of the affected areas in Oconee County as well as the potential negative impact upon the land, plants, animals and tributaries located in the areas set forth in the permit applications;

NOW, THEREFORE, be it resolved that the County Council of Oconee County, South Carolina, after review and consideration of the forgoing, in session, duly assembled, does hereby urge and petition the United States Department of Agriculture, United States Forest Service, United States Bureau of Land Management, United States Environmental Protection Agency, South Carolina Department of Health and Environmental Control and any and all other Federal and State authorities to deny the application for a permit to conduct prospecting or any other commercial mining or excavation on public lands in the Chauga River Watershed.

APPROVED on first and final reading this 5th day of December, 1995 by a vote of 5 for and 0 against.

Norman DeLoach
SUPERVISOR - CHAIRMAN

Harry R. Hamilton
COUNTY COUNCIL MEMBER

Roy B. Stubbins
COUNTY COUNCIL MEMBER

[Signature]
COUNTY COUNCIL MEMBER

Alton R. Williams
COUNTY COUNCIL MEMBER

[Signature]
COUNTY COUNCIL MEMBER

ATTEST:

Opal O. Brown
COUNTY COUNCIL CLERK