

A G E N D A

OCONEE COUNTY COUNCIL MEETING - TUESDAY, APRIL 5, 1994

7:00 PM

1. Call to Order
2. Invocation
3. Approval of Minutes of Regular Meeting Held March 15, 1994
4. Approval of Minutes of Briefing Held March 25, 1994
5. Consideration of Renewal of Contract with Cott for Recording of Deeds, etc. - Mrs. Sallie Smith, Clerk of Court
6. Consideration of Transfer Request for Sheriff's Department - Sheriff James Singleton
7. Consideration of approval of two(2) performance contracts for Arts and Historical Commission -Mr. Ed Wright
8. First Reading of Ordinance 94-3, "An Ordinance Approving the Financing of the Improvements, Renovations and Additions to Certain Sewer Treatment Facilities in Oconee County, South Carolina, Through the Borrowing by Oconee County, South Carolina of not Exceeding Eight Million, One Hundred, Ninety Thousand Dollars (\$8,190,000) From the State Water Pollution Control Revolving Fund, by Agreement with the South Carolina Water Quality Revolving Fund Authority, Pursuant to Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as Amended; providing for the Agreement to make and to Accept a Loan, the Execution and Delivery of a Loan Agreement Between Oconee County and the South Carolina Water Quality Revolving Fund Authority, the Execution and Delivery of a Promissory Note from Oconee County to the South Carolina Water Quality Revolving Fund Authority; and Other Matters Relating Thereto"
9. Consideration of Bids for Renovation of Battle Building for Rosa Clark Clinic - Mr. Dirk Reis, SC Appalachian Council of Governments

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10. Consideration of Proposal of Oconee County Comprehensive Land Use Plan - Mr. Michael Willimon, Chairman, Aeronautics Commission
11. Consideration of Application to the South Carolina Department of Commerce/Division of Aeronautics for a Grant in the Amount of \$6,200 for the Development of an Airport Height Limitation and Land Use Compatibility Ordinance for the Airport & Surrounding Property - Mr. Michael Willimon, Chairman, Aeronautics Commission
12. Approval of Resolution 94-6, "A Resolution Designating April as Clean Up Month in Oconee County" - Mr. Bob Buse, KOBA
13. Consideration of Request to Seek a Grant From the Coordinating Council in the Amount of \$275,000 - Mr. Robert Gaillard, Planning Commission Director
14. Consideration of Transfers for PRT - Mr. Alex James, PRT Director
15. Consideration of Transfers for Law Enforcement Center - Mr. Bob Busch, LEC Director
16. Consideration of Insurance Reimbursement for Law Enforcement Center - Ms. Marianne Dillard Purchasing Agent
17. Consideration of Request to Use the Insurance Reimbursement Along with \$250 in Capital Expenditures Equipment to Purchase Commercial Grill for Law Enforcement Center - Mr. Bob Busch, LEC Director
18. Consideration of Bids for Prescription Service for Law Enforcement Center - Ms. Marianne Dillard, Purchasing Agent & Mr. Bob Busch, LEC Director
19. Consideration of Bids for Batteries for Motor Pool - Ms. Marianne Dillard, Purchasing Agent & Mr. Lee Davis, Motor Pool Foreman
20. Discussion of Filter Bid Awarded in December, 1993 - Ms. Marianne Dillard, Purchasing Agent
21. Consideration of Insurance Reimbursement for Parks, Recreation & Tourism - Ms. Marianne Dillard, Purchasing Agent

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22. Consideration of Approval of Contract with Recovery Corporation for Disposal of Infectious Waste
23. Consideration of Approval of JTPA Contract
24. Approval of Resolution 93-7, "A Resolution Designating the Oconee County Board of Disabilities and Special Needs, Tribble Center as an Entity in Oconee County to Provide Transportation to the Elderly and/or Handicapped in Oconee County"
25. Third & Final Reading of Ordinance 94-1, "1993-94 Supplemental Appropriation Ordinance"
26. Old Business
27. New Business
28. Adjourn

6:45 PMAdministrative Briefing***

(All Meetings Open to Public)

MEMBERS, OCONEE COUNTY COUNCIL

Mrs. M. Fran Burrell, District I Mr. Harrison E. Orr, District II
Mr. Michael E. Harper, 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, April 5, 1994 at 7:00 pm in Council Chambers with all Council Members except Mr. Orr 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, WZLI/WLET Radio, WYFF TV, & WLOS TV.

Press

Members of the press present: Dick Mangrum - WGOG Radio, Ashton Hester - Keowee Courier, Lee Hendren - Journal/Tribune, Kathleen Stoll - Anderson Independent & John Alexie, Northland Cable.

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. Harper.

Invocation

Mr. Strickland made a motion, seconded by Mrs. Burrell, approved 4 - 0 (Mr. Orr absent) that the minutes of the regular meeting held March 15, 1994 be adopted as printed.

Minutes
(3/15/94)

Mr. Strickland made a motion, seconded by Mr. Harper, approved 4 - 0 (Mr. Orr absent) the minutes of the special meeting held March 25, 1994 be adopted as printed.

Minutes
(3/25/94)

At the request of Mrs. Sallie Smith, Clerk of Court, Mr. Strickland made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Orr absent) that the attached contracts with Cott for the recording of deeds and plats be renewed.

Clerk of Court

Mr. Williams made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mr. Orr absent) that the attached transfers for the Sheriff's Office be adopted.

Sheriff
(Transfers)

At the request of Mr. Ed Wright, Arts & Historical Commission, Mr. Strickland made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Orr absent) that the attached performance agreement by and between the Oconee County Arts & Historical Commission and the Oconee County Museum Board for the White Hawk Family of Central, SC to conduct a program at the museum April 18 at a cost of \$800 be adopted. The Arts Commission will pay \$400 of this cost. Also that the attached contract with Poetry Alive for performances at the Walhalla Middle School and South Pine Elementary School on April 20 & 21, 1994 in the amount of \$1,440 be adopted.

Arts

At the request of the Sewer Commission, Mr. Strickland made a motion, seconded by Mr. Harper, approved 4 - 0 (Mr. Orr absent) that Ordinance 94-3, "An Ordinance Approving the Financing of the Improvements, Renovations and Additions to Certain Sewer Treatment Facilities in Oconee County, South Carolina, Through the Borrowing by Oconee County, South Carolina of not Exceeding Eight Million, One Hundred, Ninety Thousand Dollars (\$8,190,000) Plus Accrued Interest, if any, From the State Water Pollution Control Revolving Fund, by Agreement with the South Carolina Water Quality Revolving Fund Authority, Pursuant to Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as Amended; Providing for the Agreement to Make and to Accept a Loan, the Execution and Delivery of a Loan Agreement Between Oconee County and the South Carolina Water Quality Revolving Fund Authority, the Execution and Delivery of a Promissory Note From Oconee County to the South Carolina Water Quality Revolving Fund Authority; and Other Matters Relating Thereto" be adopted on first reading in title only.

Ord. 94-3

Attached is a copy of the Oconee County Sewer Commission recommending the adoption of this ordinance.

At the recommendation of Mr. Dirk Reis of SC COG and Ms. Marianne Dillard, Purchasing Director, Mr. Harper made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Orr absent) that the contract for renovations of the Battle Building for the Rosa Clark Clinic be awarded to the Elliott Group who was low bid at \$34,440. (See attached bid sheet)

Rosa Clark

At the request of Mr. Robert Buse of KOBA, Mr. Strickland made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Orr absent) that Resolution 94-6, "A Resolution Designating April as Spring Clean Up Month" be adopted on first and final reading.

Res. 94-6

At the request of Mr. Robert Gaillard, Planning Commission Director, Mr. Williams made a motion, seconded by Mr. Harper, approved 4 - 0 (Mr. Orr absent) that the County apply for a grant from the Governor's Office in the amount of \$275,000 to assist with the expansion of Kendall, Seneca Plant. (See attached letter)

Planning
Commission

Mr. Williams made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mr. Orr absent) that the attached transfers for Parks, Recreation & Tourism be adopted.

PRT
(Transfers)

Mr. Strickland made a motion, seconded by Mrs. Burrell, approved 4 - 0 (Mr. Orr absent) that the attached transfers for the Law Enforcement Center be adopted.

LEC
(Transfers)

At the request of Ms. Marianne Dillard, Mr. Williams made a motion, seconded by Mrs. Burrell, approved 4 - 0 (Mr. Orr absent) that an insurance reimbursement in the amount of \$1,096 for lightening damage be credited back to the LEC capital expenditures equipment line item and they be allowed to use these funds along with \$250 in the account to purchase a commercial grill.

Insurance
(LEC)

Mr. Strickland made a motion, seconded by Mr. Harper, approved 4 - 0 (Mr. Orr absent) that the bid for prescription drug service at the Law Enforcement Center be awarded to Peoples Pharmacy who was low bid at \$1.75 per prescription. (See attached bid sheet)

LEC

Mr. Strickland made a motion, seconded by Mr. Harper, approved 4 - 0 (Mr. Orr absent) that the bid for batteries at the Motor Pool be awarded to M.A.C., Inc. who was low bid at \$7,373.93. (See attached bid sheet)

Motor Pool

Mr. Strickland made a motion, seconded by Mrs. Burrell, approved 4 - 0 (Mr. Orr absent) that the bid for filters for the Motor Pool that was awarded to Walhalla Auto Parts be cancelled due to their moving out of the county and the bid be awarded to the next lowest in county bidder, Oconee Auto Parts at \$14,026.91. (See attached bid sheet)

Motor Pool

At the request of Ms. Marianne Dillard, Mr. Harper made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Orr absent) that an insurance reimbursement in the amount of \$530 be credited back to the PRT Building/Grounds Maintenance line item.

PRT

Mr. Harper made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mr. Orr absent) that the attached contract with Recovery Corporation of North Carolina for the disposal of infectious waste be adopted.

Infectious
Waste
Contract

At the request of Mr. Jerry Dyar and Ms. Julia McLellan, Mr. Strickland made a motion, seconded by Mr. Harper, approved 4 - 0 (Mr. Orr absent) that the attached JTPA contract be adopted.

JTPA

Mr. Harper made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mr. Orr absent) that Resolution 93-7, "A Resolution Designating the Oconee County Board of Disabilities and Special Needs, Tribble Center as an Entity in Oconee County to Provide Transportation to the Elderly and/or Handicapped in Oconee County".

Res. 93-7

Mr. Harper made a motion, seconded by Mr. Strickland that Ordinance 94-1, "1993-94 Supplemental Appropriation Ordinance" be adopted on third and final reading.

Ord. 94-1

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Mr. Harper made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mr. Orr absent) that Ordinance 94-1 be amended as attached.

Ordinance 94-1 as amended was then adopted 4 - 0 (Mr. Orr absent).

Mr. Harper, Personnel & Intergovernmental Chairman, gave the Council Members information from Deferred Compensation regarding life insurance and reminded Council Members that Ms. Sandy Warren would be meeting with Council April 25, 1994 at 9:30 am to discuss this information.

Insurance

At the request of Mr. Michael Willimon, Aeronautics Commission Chairman, Mr. Strickland made a motion, seconded by Mrs. Burrell, approved 3 - 1 (Mr. Orr absent, Mr. Williams voting against) that the County accept the proposal of Talbert & Bright for a Comprehensive Land Use Plan focusing on the area around the airport. Ms. Dillard, Purchasing Director, recommended Council adopt this proposal under Section C, 2, "When it is to the advantage of Oconee County to acquire goods and/or services on the basis of a previously awarded bid or contract and Section C, 4, "When in the purchasing agent's judgement, and with the concurrence of County Council, it is to the advantage of the County's interest to do so."

Aeronautics

Also at the request of Mr. Willimon, Mr. Harper made a motion, seconded by Mr. Strickland, approved 3 - 1 (Mr. Orr absent, Mr. Williams, voting against) that the County apply for a South Carolina Department of Commerce/Division of Aeronautics grant in the amount of \$6,200 for the "Development of an Airport Height Limitation and Land Use Compatibility Ordinance for Airport and Surrounding Property".

There were no objections from Council to the Hospital constructing a Nurse Practitioner Center on the fifty-three (53) acre tract of land the Hospital leases from the County.

Hospital

Mr. Strickland made a motion, seconded by Mr. Harper, approved 4 - 0 (Mr. Orr absent) that \$3,100 in line item number 10 022 00150 00870 be used to purchase an air conditioner for the Case 580 Backhoe recently purchased.

Supervisor

At the request of Mr. Cain, County Attorney, Mr. Harper made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Orr absent) that the County Attorney be authorized to enter into a contract with Georgia Power to resolve the lawsuit not to include future maintenance of the boat ramp and roadway at Bull Sluice.

Georgia Power

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Mr. Strickland made a motion, seconded by Mrs. Burrell, approved 4 - 0 (Mr. Orr absent) that the County appropriate funds as necessary to transport and donate two (2) mobile homes to individuals with assistance from such an agency as the Oconee Chapter of the American Red Cross. These mobile homes are being donated to Oconee County by Barnwell County.

Mobile
Homes

Mr. Williams made a motion, seconded by Mrs. Burrell, approved 4 - 0 (Mr. Orr absent) that Council go on record expressing appreciation for the work KOBA does in Oconee County.

KOBA

Adjourn: 8:25 pm

Norman D. Crain
Norman D. Crain
Supervisor-Chairman
Oconee County Council

February 23, 1994

Ms. Sallie C. Smith
Clerk of Court
Oconee County Courthouse
Walhalla, SC 29651

Dear Ms. Smith:

Enclosed are two agreements for the continuation of services. One agreement is for the continuation of the on-line indexing software and the other is for the continuation of the recording services. Each has a term of one year.

Please note that there is not a hardware lease agreement. This is due to the fact that the 48 month term has expired. The continued cost of hardware maintenance from the Manufacturer (Hewlett Packard) is \$260 per month. This cost is subject to change if the Manufacturer implements a price increase.

If these agreements meet with your approval, please return a signed copy of each one and retain the originals for your records.

Sincerely,

COTT SYSTEMS

A handwritten signature in black ink, appearing to read "Eric Foreman", written in a cursive style.

Eric H. Foreman
Sales Manager

EHF/la

cc: Chuck Ketterman, Marketing Representative
George Valdes, Photo Copy Supply

Enclosures

END USER SOFTWARE LICENSE AGREEMENT

THIS END USER SOFTWARE LICENSE AGREEMENT entered into this ____ day of _____, 19____, by and between COTT SYSTEMS, with principal offices at 1515 Hess Street, Columbus, Ohio 43212 ("Licensor"), and OCONEE COUNTY CLERK OF COURT with principal offices at Oconee County Courthouse, Walhalla, South Carolina 29691 ("Licensee").

Recitals

Licensor is in the business of designing and leasing computer software for use by county and local governments and in connection therewith has developed the computer program described in Exhibit "A", a copy of which is attached hereto. Licensee desires to obtain a license to use the software program pursuant to the terms contained in this Agreement.

Terms of Agreement

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, receipt of which is hereby acknowledged by the parties, the parties agree as follows:

1. **GRANT OF LICENSE.** Licensor hereby grants and Licensee hereby accepts a non-exclusive, non-transferrable right and license to the use of the software described in Exhibit "A" hereto within the United States. This licensed program in machine-readable form shall be for use solely on the central processing unit designated by type/serial number and its associated units ("CPU"), set out on Exhibit "B" attached hereto at the location set forth therein. In the event the CPU referred to in Exhibit "B" shall become inoperative due to malfunction, or, becomes unavailable due to the performance of maintenance or modification tasks, Licensee, upon giving written notice to Licensor, shall be permitted temporarily to use the software on a backup CPU until the licensed CPU is restored to operative status and processing of data already entered into the backup CPU shall have been completed. Licensee shall be permitted to make a copy of the software for backup purposes. In the event Licensee determines in its sole discretion to replace the CPU listed in Exhibit "B", Licensee may, upon notice to Licensor, transfer the subject software to the replacement CPU, provided such replacement CPU shall also be at the location set forth in Exhibit "B".

2. **LICENSE FEE.** Licensee hereby agrees to pay Licensor, as an installation charge of \$-0- and monthly consideration for the grant of the subject license, according to the schedule attached hereto as Exhibit "C", in consideration for the license granted herein. This fee shall constitute payment in full for the license and rights herein specified for the entire term of this Agreement.

3. **TERM.** This Agreement and the license granted herein shall be effective from the date hereof and shall remain in full force and effect for a term of one (1) year, or, in the event that Licensee is also a lessee under a Computer Lease Agreement from Licensor (as lessor), then and in that event said term shall be the same as the term set out in the Computer Lease Agreement, subject to appropriation of funds by Lessee.

4. **TERMINATION.** In the event of a material breach of this Agreement by Licensee of any of its obligations hereunder, or, if Licensee is also a lessee under an above-referenced Computer Lease Agreement the terms of which have been breached by Licensee, Licensor shall be entitled to terminate this Agreement and pursue all of its rights hereunder or at law or in equity. There shall be no right to termination by either party absent such a material breach. In the event of a breach of this Agreement by

either party, written notice of the basis of such breach must be sent to the breaching party pursuant to the terms of this Agreement and such breaching party shall be granted ten (10) days to correct such material breach. In the event such material breach is not corrected within such ten (10) day period, this Agreement shall automatically terminate.

5. **BREACH OF AGREEMENT.** For purposes of this Agreement, material breaches of this Agreement shall include, but not be limited to the following actions: (i) Licensee's unauthorized duplication of the software or related documentation material; (ii) Licensee's unauthorized use, distribution or disclosure of any trade secrets of Licensor or other confidential materials of Licensor to third parties without consent of Licensor; (iii) Licensee's use of the software on CPU's not authorized pursuant to Exhibit "B", or (iv) breach by Licensee of its obligations under any computer rental agreement between Licensee and Licensor.

6. **TAXES.** Licensing fees set forth herein are exclusive of all taxes which may be levied as a result of the ownership, lease or use of the software, which taxes shall be the responsibility and obligation of the Licensee. If Licensee is exempt from all or some of said taxes, Licensee shall have the obligation to provide Licensor with a certificate of exemption.

7. **TRAINING.** Licensor will provide an instructor for training to be conducted at Licensee's location, subject to the following:

(a) Licensor shall provide a maximum of zero (0) days of training of the systems being licensed.

(b) Licensor will provide appropriate operator manuals for each application system being licensed hereunder.

(c) Licensor will provide on-site training in addition to that training set forth in (a) above, at the request of Licensee, at a rate of \$500 per day plus expenses.

8. **ACCEPTANCE.** Use of the software being licensed hereunder by Licensee shall constitute acceptance by Licensee of said software. Licensor will have an understanding by Licensee (either written or verbal) of the final specifications for the software provided to the Licensee. Licensee shall provide Cott (either written or verbal) that it has the complete understanding of the software products provided. Use of the agreed on software being licensed hereunder by Licensee shall constitute acceptance by Licensee of said software.

9. **MODIFICATION, MAINTENANCE, ETC. OF APPLICATION SOFTWARE.**

(a) Licensor will modify or alter the standard application software to conform to local procedures of Licensee provided only that a major "rewrite" (in the sole discretion and judgment of Licensor) is not necessary. In the event that a major "rewrite" is necessary, Licensor shall submit to Licensee a proposal of the expense involved in such action. Licensee shall thereafter determine whether to proceed with the "rewrite".

(b) Licensor will maintain the application software as originally installed and accepted along with any operational improvements to permit the system to operate more efficiently throughout the term of this Agreement and any extensions thereof, so long as the equipment and operating software are maintained by the manufacturer of the equipment.

(c) Licensor shall inform Licensee of all major system enhancements as developed and associated costs of the same during the term of this license. In the event that Licensee desires to enter into an agreement to acquire said enhancements, such shall be the subject of a separate agreement.

(d) Any changes or enhancements requested by Licensee after approval of final specifications by Licensee, shall be provided by Licensor at the current hourly rate for performing the enhancements or modifications as requested.

10. **ADDITIONAL SOFTWARE.** Licensor and Licensee agree that an "addition" shall be defined as additional software for which the need was not specified in Exhibit "A". Licensor agrees that if an addition is requested by Licensee, Licensee shall have the option of:

(a) Adding the addition to this Agreement without changing the term of the Agreement by factoring in the costs of such additional software over the unexpired term of the Agreement, or

(b) Negotiating a new Agreement term for the additional software. If the additional software is not kept for the agreement periods as so negotiated, Licensee shall pay the full additional software costs factored in over the period of time which said software was actually used.

11. **PATENT AND COPYRIGHT INDEMNIFICATION.** Licensor will defend at its expense any action brought against the Licensee to the extent that it is based on a claim that licensed programs infringe a copyright in the United States or United States patent, subject to limitation of liability stated herein. Licensor will pay any costs and damages finally awarded against the Licensee in such action which are attributable to such claim, provided that the Licensee notifies Licensor promptly in writing of the claim and Licensor is given the opportunity of fully participating in the defense and/or agrees to any settlement of such claim. In the event that Licensee, as a result of a dispute regarding a proprietary right, is required to cease using the software (other than by reason of a temporary restraining order), Licensor shall either (i) modify the software so that Licensee's use hereunder ceases to be infringing or multiple, or (ii) procure for Licensee the right to continue using the software. If, after reasonable efforts, Licensor is unable to achieve either (i) or (ii) above, either party shall have the right to terminate this Agreement upon ten (10) days written notice to the other.

12. **WARRANTY.** The licensed program will conform to Licensor's published Operator Manual shipped to Licensee. Sample data may be shipped with such licensed program to assure that the Licensee has received a valid copy. Such licensed program is distributed on an "as is" basis without warranty, except that Licensor will correct any deficiency in application software within thirty (30) days of notification by Licensee.

13. **LIMITATION OF LIABILITY. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Licensor will not be liable for any lost profits, or for any claim or demand against the Licensee by any other party, except a claim for patent or copyright infringement as provided herein. No action, regardless of form arising out of the transactions under this Agreement may be brought by either party more than one year after the cause of action has accrued, except that an action for nonpayment may be brought within one year after the date of last payment.

IN NO EVENT WILL LICENSOR BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. CONTINGENCY OF WARRANTY. The warranty provided for above is expressly contingent upon proper use and application of software in accordance with the user manual and does not apply if the software is modified or adjusted by anyone other than Licensor's authorized representatives. Said warranty shall not apply if the modification, adjustment or replacement of the software is required wholly or partially because of accidents, neglect or improper operating conditions. In addition, the warranty shall not cover malfunctions caused by defects in Licensee's associated equipment, software, terminals or networks.

15. ASSIGNMENT. Licensee may not assign or transfer its rights or obligations under this Agreement except in connection with the transfer of substantially all of the assets or equity interest of Licensee without the prior written consent of Licensor. Licensor shall have the right to assign or transfer this Agreement or any of its interest herein (including without limitation rights and duties of performance) to any parent, subsidiary, or affiliate of Licensor or to any entity acquiring controlling equity interest in Licensor or acquiring substantially all of the assets of Licensor relating to the line of business represented by the software.

16. GENERAL PROVISIONS.

(a) Unenforceable Terms. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall be valid and enforceable according to its terms.

(b) Governing Law. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Ohio. Neither party shall be deemed to be the author of this Agreement.

(c) Entire Agreement. This Agreement, together with its exhibits, constitute the entire understanding and agreement between the parties and there shall be no modifications, alterations, or changes in the absence of a writing signed by both parties.

(d) Headings. The subject headings of the various paragraphs are for purposes of convenience only and shall not be taken into consideration in interpreting the provisions of the Agreement.

(e) Counterparts. This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument.

(f) Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the parties, their respective legal representatives, successors and assigns.

(g) Waiver. No failure of Licensor to exercise any power or right given Licensor hereunder, or to insist upon strict compliance by Licensee of any obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Licensor's right to demand exact compliance with the terms hereof.

(h) Jurisdiction and Venue. The parties to this Agreement hereby designate the Court of Common Pleas of Franklin County, Ohio as a court of proper jurisdiction and venue for any actions or proceedings relating to this Agreement; hereby irrevocably consent to such designation, jurisdiction and venue; and hereby waive any objections or defenses relating to jurisdiction or venue with respect to any action or proceeding initiated in the Court of Common Pleas of Franklin County, Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

COTT SYSTEMS

By: Ronald C. Maynard

Ronald C. Maynard
(Print Name)

Its: Vice President

Attest:

Eric H. Johnson

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Sallie C. Smith
(Print Name)

Its: Clerk of Court

Attest:

EXHIBIT "B"

LOCATION OF LICENSE USAGE

CPU Type/Serial No.

Location

Hewlett Packard Micro 3000LX - 32520A

Clerk of Court's Office

Oconee County Courthouse

Walhalla, South Carolina 29651



COMPUTER
SERVICES

RECORDING SYSTEM AGREEMENT

COUNTY OF OCONEE, SOUTH CAROLINA

DATE February 23, 1994

1. TERM OF CONTRACT shall be for one year, commencing January 1, 1994. Customer may renew the contract for additional years at the then current rate, upon mutual agreement of both parties.
2. COTT SHALL PROVIDE ALL SUPPLIES INCLUDING:
 - a) Recording camera.
 - b) Record book binders with style and lettering per Customer's specifications.
 - c) Spools for return films, cans, boxes, mailing folders, graphite sticks, masks, and targets.
 - d) 35mm microfilm (anti-halation undercoated archival standard).
 - e) Insert Library shelves to replace existing roller style shelves.
3. COTT SHALL PROVIDE THE FOLLOWING SERVICES:
 - a) Process to archival standards all microfilm submitted by Customer.
 - b) Prepare from the microfilm received, electrostatic prints on front and back of each sheet which shall be inspected for clarity, trimmed, punched, placed in binders (see binder specifications), and returned to Customer in suitable protective packages. Individual reprints will be provided by Cott at no charge, this condition to survive contract term. See Exhibit A for list of record titles.
 - c) Maintain records of all images received and shall transmit to Customer with each shipment of prints a copy of this record.
 - d) Splice the master negative camera film into volume lengths, in strict consecutive order by date, and place in suitably labeled box. All retakes will be spliced into the film in consecutive order.
 - e) Complete film rolls shall be delivered to Customer at no charge or stored by Cott in a secured vault at a charge of \$1.25 per roll per year.



RECORDING SYSTEM AGREEMENT

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f) Supply continuous quality control and all technical supervision of the entire service rendered and shall be responsible during the life of the contract to advise Customer of any changes or improvements in procedure or technique which may be required or beneficial to Customer.

g) Methylene Blue testing by Certified Kodak "Image Watch".

4. SHIPMENT OF FILM AND PRINTS.

a) Customer will transmit film to Cott at least once a week at his expense.

b) Cott shall return, at Cott's expense, the trimmed and punched recording sheets not more than 72 hours from the date of receipt, exclusive of weekends and holidays.

c) The binders shall be furnished by Cott on an automatic basis, as required.

5. The first year cost of the Recording System shall be \$.38 per page (film image).

6. PLAT RECORDING SERVICE OPTION.

a) From Customer's film, Cott shall produce a simplex (one side only) print, size 18" x 14" or less, laminate with a clear plastic material, punch per Customer's specifications, and ship to Customer postpaid.

b) The cost of the Plat Recording Service is \$4.50 per page (film image).

c) 8-1/2" x 11" prints (not laminated) are \$.38 per film image.

d) 8-1/2" x 14" prints (not laminated) are \$.38 per film image.

OCONEE COUNTY, SOUTH CAROLINA

COTT SYSTEMS

APPROVED BY

By

Eric H. Freeman

TITLE

Ronald C. Maynard

COUNTERSIGNED

Vice President

DATE

TITLE

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE 3/30/94 DEPARTMENT Communications CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN NY 93 - 94 BUDGET:

1. TO: Secretary III Comm. # 10_031_00110_03112 \$ 138.
(fill in line item name) (fill in line code)
FROM: Emergency Dispatch # 10_031_00110_3108 \$ 138.
(fill in line item name) (fill in line code)

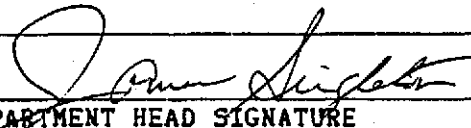
Justification: To cover Overtime Nell Abercrombie, posted 03102
in period 3 and 4

2. TO: Temporary Salary # 10_031_00120_31121 \$ 73.
(fill in line item name) (fill in line code)
FROM: Emergency Dispatch # 10_031_00110_03108 \$ 73.
(fill in line item name) (fill in line code)

Justification: For Sue Stone

3. TO: Temporary Salary # 10_031_00120_31121 \$ 317.
(fill in line item name) (fill in line code)
FROM: Secretary IV # 10_031_00110_03106 \$ 317.
(fill in line item name) (fill in line code)

Justification: For Sue Stone


DEPARTMENT HEAD SIGNATURE

APPROVED: 4/5/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Green
COUNCIL CLERK

OCONEE COUNTY ARTS & HISTORICAL COMMISSION
208 Booker Drive
Walhalla, SC 29691


PERFORMANCE AGREEMENT

This Agreement concluded on this 16th day of March 1993 , by and between The Oconee County Arts & Historical Commission, and the Oconee County Museum Board. This agreement sets forth the entire understanding of the parties with respect to the duties and responsibilities of each, with respect to the performances or workshops described below.

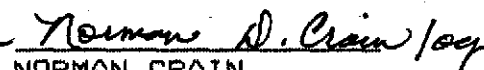
Inasmuch as the Oconee County Museum Board has entered into a contract with the White Hawk Family of Central, SC, to conduct a program at the Museum on April 18 at a total cost of \$800.00, the Oconee County Arts and Historical Commission hereby agrees to pay \$400.00 of that fee. The Museum will pay the balance.

This payment will be made directly to the Whitehawk family or their representative on the performance date. It is the understanding of all parties the Museum will fulfill all of the other requirements of their contract with the performer.

The Museum will also accept responsibility for publicizing these performances including School newsletters and/or press releases to local newspapers and radio stations. Such releases will include the following wording. "This program is partially funded by the Oconee County Arts & Historical Commission.


ERNST HESTERBERG
CHAIRMAN
COMMISSION


NANCY CLAYTON
CHAIRMAN
MUSEUM BOARD


NORMAN CRAIN
COUNTY SUPERVISOR

Poetry Alive!

March 28, 1994

Ernst Hesterburg
Oconee County Arts & Historical Commission
15 Fourmast Drive
Salem, SC 29676

Dear Mr. Hesterburg:

Poetry Alive!, a division of Iambic Productions, Inc., is pleased that we will be at Walhalla Middle and South Pine Elementary Schools on April 20 and 21, 1994. This letter shall serve as a contractual agreement. The specifics are as follows:

1. The Oconee County Arts & Historical Commission will pay \$1440.00 for six Poetry Alive! performances on April 20 and 21, 1994. Payment is to be made on April 21, 1994 following completion by Poetry Alive! of the terms of this contract.

Again, thank you and we are looking forward to working with you in bringing Poetry Alive! to Walhalla Middle and South Pine Elementary Schools for our performances on April 20 and 21, 1994. Please sign and date below and return one copy to us as soon as possible. Keep the other for your records.

Best Regards,

Bob Falls
3/28/94
Bob Falls

Agreed to and Accepted by: *Ernst Hesterburg*
For: *Arts & Historical Commission*
School or Organization

Norman D. Crain /sq
Supervisor - Chairman
Oconee County Council
4/5/94

OCONEE COUNTY BID TABULATION

BID FOR: Rosa Clark Renovations

DATE: April 5, 1994

BID NO: 93-42

LOCATION: Walhalla, SC

TIME: 4:00 p.m.

BIDDERS	Belk Co.	Lazer Const.	Elliott Group	Trehel Corp.	Justice General Contrs., Inc.
Base Bid	\$ 36,300.00	\$ 41,751.00	\$ 34,444.00	\$ 40,164.00	\$ 54,513.00
Vinyl Wallcovering	1.50 / sq. ft.	3.96 / sq. ft.	2.10 / sq. ft.	.75 / sq. ft.	2.50 / sq. ft.
TOTAL					
Bid Bond	✓	✓	✓	✓	✓

ATTENDING OPENING:

Bid No. 93-42

Date: April 5, 1994

Rosa Clark Renovations

Name

Company

Harold Storie

Zorn Co.

Greg Harding

Zorn Co.

Tom Justice

Justice General Contrs.

Bill Judd

Subel Corp.

Dick Reno

Appalachian COB

Myname Dillard

Oconee County

Jenny Peay

" "

FORM OF PROPOSAL

TO: OCONEE COUNTY

Gentlemen:

Having carefully examined the PROJECT MANUAL FOR ROSA CLARK RENOVATIONS, and the drawings referenced and scheduled therein, including _____ . Having visisted the site and examined the conditions affecting the work, the Undersigned proposes to do all work required by the said documents for the Stipulated Sum of: thirty six thousand three hundred DOLLARS (\$ 36,300.00) which sum is hereinafter called the "Base Bid". Base bid to include \$500.00 allowance for broken water line repairs.

If additional vinyl wall covering is to be applied, over and above that specified in the base bid, it will be done for \$ 11.50 per SF., including wall preperations.

If the Undersigned is notified of the acceptance of this Proposal within 45 days after date of opening bids, he agrees to execute, within ten days thereafter, a contract for the above work in the form of the Standard Agreement of The American Institute of Architects.

The Undersigned agrees, if awarded the Contract, to furnish and deliver to the Construction Manager within 10 days after the signing of the Contract, a satisfactory Performance Bond and Labor and Material Payment Bond in the form currently issued by the American Institute of Architects, each in a amount equal to 100% of the Contract Sum or an irrevocable line of credit in an equal amount.

Date: April 14 1994

James Perry

[Signature]

WITNESS:

S.C. License # 61205B
S.C. Bidders # 243975

Anderson SC

Address P.O. Box 646

By: [Signature]

Contractor

Beik co

The Undersigned agrees that if he defaults in executing and delivering the above named agreement and bonds the accompanying certified check on bid bond will become the property of the Owner as liquidated damages. If the Undersigned executes and delivers the agreement and bond within the time specified, or if the Owner does not accept this proposal within 45 days after the time set for opening bids, the check on bid bond shall be returned to the Contractor. Time of Completion: The Time of Completion starting from "Notice to Proceed" shall be as follows:
No later than 60 days. \$100.00 a day liquidated damages.

FORM OF PROPOSAL

TO: OCONEE COUNTY

Gentlemen:

Having carefully examined the PROJECT MANUAL FOR ROSA CLARK RENOVATIONS, and the drawings referenced and scheduled therein, including _____ . Having visisted the site and examined the conditions affecting the work, the Undersigned proposes to do all work required by the said documents for the Stipulated Sum of: Fifty-Four Thousand, Five Hundred, ~~thirteen~~ DOLLARS
1\$ 54,513,⁰⁰) which sum is hereinafter called the "Base Bid". Base bid to include \$500.00 allowance for broken water line repairs.

If additional vinyl wall covering is to be applied, over and above that specified in the base bid, it will be done for \$ 2,⁵⁰ per SF., including wall preperations.

If the Undersigned is notified of the acceptance of this Proposal within 45 days after date of opening bids, he agrees to execute, within ten days thereafter, a contract for the above work in the form of the Standard Agreement of The American Institute of Architects.

The Undersigned agrees, if awarded the Contract, to furnish and deliver to the Construction Manager within 10 days after the signing of the Contract, a satisfactory Performance Bond and Labor and Material Payment Bond in the form currently issued by the American Institute of Architects, each in a amount equal to 100% of the Contract Sum or an irrevocable line of credit in an equal amount.

The Undersigned agrees that if he defaults in executing and delivering the above named agreement and bonds the accompanying certified check or bid bond will become the property of the Owner as liquidated damages. If the Undersigned executes and delivers the agreement and bond within the time specified, or if the Owner does not accept this proposal within 45 days after the time set for opening bids, the check or bid bond shall be returned to the Contractor.

Time of Completion: The Time of Completion starting from "Notice to Proceed" shall be as follows:

No Later than 60 days. \$100.00 a day liquidated damages.

Justice General Contractors, Inc.
Contractor

By: Thomas Justice

Address Box 339, Fair Play, SC 2964

S.C. License # G 13071

S.C. Bidders # B 40176

WITNESS:

Gary Isbell

Gary S. Isbell

Date: 4/5/94

FORM OF PROPOSAL

TO: OCONEE COUNTY

Gentlemen:

Having carefully examined the PROJECT MANUAL FOR ROSA CLARK RENOVATIONS, and the drawings referenced and scheduled therein, including Sketches & Notes. Having visisted the site and examined the conditions affecting the work, the Undersigned proposes to do all work required by the said documents for the Stipulated Sum of: Forty thousand, one hundred and sixty-four DOLLARS (\$ 40,164.00) which sum is hereinafter called the "Base Bid". Base bid to include \$500.00 allowance for broken water line repairs.

If additional vinyl wall covering is to be applied, over and above that specified in the base bid, it will be done for \$.75 per SF., including wall preperations.

If the Undersigned is notified of the acceptance of this Proposal within 45 days after date of opening bids, he agrees to execute, within ten days thereafter, a contract for the above work in the form of the Standard Agreement of The American Institute of Architects.

The Undersigned agrees, if awarded the Contract, to furnish and deliver to the Construction Manager within 10 days after the signing of the Contract, a satisfactory Performance Bond and Labor and Material Payment Bond in the form currently issued by the American Institute of Architects, each in a amount equal to 100% of the Contract Sum or an irrevocable line of credit in an equal amount.

The Undersigned agrees that if he defaults in executing and delivering the above named agreement and bonds the accompanying certified check or bid bond will become the property of the Owner as liquidated damages. If the Undersigned executes and delivers the agreement and bond within the time specified, or if the Owner does not accept this proposal within 45 days after the time set for opening bids, the check or bid bond shall be returned to the Contractor.

Time of Completion: The Time of Completion starting from "Notice to Proceed" shall be as follows:

No Later than 60 days. \$100.00 a day liquidated damages.

Trehel Corporation
Contractor

By: Bill Jordan
Bill Jordan

Address P. O. Box 1707

Clemson, SC 29633

S.C. License # 12637

S.C. Bidders # 41201

WITNESS:

C. A. Jeth

Date: April 5, 1994

FORM OF PROPOSAL

TO: OCONEE COUNTY

Gentlemen:

Having carefully examined the PROJECT MANUAL FOR ROSA CLARK RENOVATIONS, and the drawings referenced and scheduled therein, including N/A. Having visisted the site and examined the conditions affecting the work, the Undersigned proposes to do all work required by the said documents for the Stipulated Sum of: Thirty Four thousand Four hundred forty four dollars DOLLARS (\$ 34,444.00) which sum is hereinafter called the "Base Bid". Base bid to include \$500.00 allowance for broken water line repairs.

If additional vinyl wall covering is to be applied, over and above that specified in the base bid, it will be done for \$ 2.10 per SF., including wall preperations.

If the Undersigned is notified of the acceptance of this Proposal within 45 days after date of opening bids, he agrees to execute, within ten days thereafter, a contract for the above work in the form of the Standard Agreement of The American Institute of Architects.

The Undersigned agrees, if awarded the Contract, to furnish and deliver to the Construction Manager within 10 days after the signing of the Contract, a satisfactory Performance Bond and Labor and Material Payment Bond in the form currently issued by the American Institute of Architects, each in a amount equal to 100% of the Contract Sum or an irrevocable line of credit in an equal amount.

The Undersigned agrees that if he defaults in executing and delivering the above named agreement and bonds the accompanying certified check or bid bond will become the property of the Owner as liquidated damages. If the Undersigned executes and delivers the agreement and bond within the time specified, or if the Owner does not accept this proposal within 45 days after the time set for opening bids, the check or bid bond shall be returned to the Contractor.

Time of Completion: The Time of Completion starting from "Notice to Proceed" shall be as follows:

No Later than 60 days. \$100.00 a day liquidated damages.

The Elliott Group, Inc
Contractor

By: Judith Elliott

Address 160 ELLIOTT Dr.

Westminster, SC 29693

S.C. License # E10038

S.C. Bidders # B41976

WITNESS:

Jenny H. Elliott

Date: 4/5/94

FORM OF PROPOSAL

TO: OCONEE COUNTY

Gentlemen:

Having carefully examined the PROJECT MANUAL FOR ROSA CLARK RENOVATIONS, and the drawings referenced and scheduled therein, including NO ADDENDUM. Having visisted the site and examined the conditions affecting the work, the Undersigned proposes to do all work required by the said documents for the Stipulated Sum of: ~~Forty one THOUSAND~~ SEVEN HUNDRED FIFTY ONE EXACTLY DOLLARS

^{41,751⁰⁰} ~~39,751.00~~) which sum is hereinafter called the "Base Bid". Base bid to include \$500.00 allowance for broken water line repairs.

If additional vinyl wall covering is to be applied, over and above that specified in the base bid, it will be done for \$ 3.96 per SF., including wall preperations.

If the Undersigned is notified of the acceptance of this Proposal within 45 days after date of opening bids, he agrees to execute, within ten days thereafter, a contract for the above work in the form of the Standard Agreement of The American Institute of Architects.

The Undersigned agrees, if awarded the Contract, to furnish and deliver to the Construction Manager within 10 days after the signing of the Contract, a satisfactory Performance Bond and Labor and Material Payment Bond in the form currently issued by the American Institute of Architects, each in a amount equal to 100% of the Contract Sum or an irrevocable line of credit in an equal amount.

The Undersigned agrees that if he defaults in executing and delivering the above named agreement and bonds the accompanying certified check or bid bond will become the property of the Owner as liquidated damages. If the Undersigned executes and delivers the agreement and bond within the time specified, or if the Owner does not accept this proposal within 45 days after the time set for opening bids, the check or bid bond shall be returned to the Contractor.

Time of Completion: The Time of Completion starting from "Notice to Proceed" shall be as follows:

No Later than 60 days. \$100.00 a day liquidated damages.

LAZER CONSTRUCTION CO., INC.

Contractor

By: 

Robert W. Silkman, Jr.

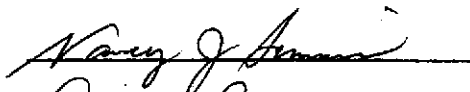

Address P.O. Box 5103

ANDERSON, S.C. 29623

S.C. License # G-11681

S.C. Bidders # B-42630

WITNESS:

Date: 4.5.94

March 22, 1994

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

Dear Mr. Crain:

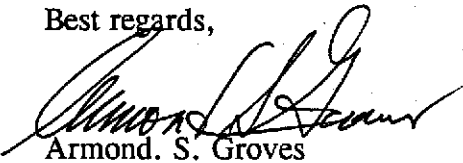
Thank you for your and Bob's time during the past weeks as we worked to develop the expansion project for Kendall Seneca that is now a reality. All of us at Kendall welcome the challenge this expansion offers; we appreciate the assurance of financial support, and we look forward to being able to work closely to insure that it happens "without a hitch".

You requested that I indicate to you some areas in the project where we will need your assistance in obtaining funding from the coordinating council and/or the Governor's discretionary fund. Specific areas of the project where we can use the financial assistance are:

Site preparation including storm drainage	\$99,000
Roadway construction for trucks to access our new warehouse	\$160,000
Employee parking areas for the added 275 people	\$66,000
Fire protection in new construction areas	\$81,250

I would be most appreciative if you could request this funding as soon as possible. It is my understanding that Bob has already discussed this with officials at the Governor's office, and assurances were given that funds in the order of magnitude of \$275,000 would be available. Please let me know if I can assist in any way.

Best regards,


Armond S. Groves
Plant Manager

hem

Cc: R. E. Gaillard

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE 3-31-94 DEPARTMENT PRT CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 93-94 BUDGET:

1. TO: BLDG/GROUNDS MAINT.#10-018-00150-00022 \$ 1,000.00
(fill in line item name) (fill in line code)

FROM: GRANT MATCH FUND #10-018-00170-18170 \$ 1,000.00
(fill in line item name) (fill in line code)

Justification: UNEXPECTED REPAIRS ON PUTT-PUTT COURSE AT HIGH FALLS.

2. TO: BLDG/GROUNDS MAINT.#10-018-00150-00022 \$ 200.00
(fill in line item name) (fill in line code)

FROM: EQUIP: LEASED/RENTED #10-018-00150-00037 \$ 200.00
(fill in line item name) (fill in line code)

Justification:

SEE #1

3. TO: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

Justification: _____


DEPARTMENT HEAD SIGNATURE

APPROVED: 4/5/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Green
COUNCIL CLERK

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE 3-31-94 DEPARTMENT PRT CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 93-94 BUDGET:

1. TO: MAINTON EQUIP. # 10-018-00150-00024 \$ 172.00
(fill in line item name) (fill in line code)

FROM: SOCIAL SECURITY # 10-018-00130-00013 \$ 172.00
(fill in line item name) (fill in line code)

Justification: UNEXPECTED REPAIRS ON EQUIPMENT

2. TO: MAINT. ON EQUIP. # 10-018-00150-00024 \$ 154.00
(fill in line item name) (fill in line code)

FROM: RETIREMENT # 10-018-00130-00014 \$ 154.00
(fill in line item name) (fill in line code)

Justification:

SEE #1

3. TO: MAINT. ON EQUIP. # 10-018-00150-00024 \$ 61.00
(fill in line item name) (fill in line code)

FROM: WORKMEN'S COMP. # 10-018-00130-00015 \$ 61.00
(fill in line item name) (fill in line code)

Justification: SEE #1


DEPARTMENT HEAD SIGNATURE

APPROVED: 4/5/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Green
COUNCIL CLERK

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE 3-25-94 DEPARTMENT Law Enforcement Center CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 1993-94 BUDGET:

1. TO: Capital Expenditures: Equipment # 10- 074 - 00150 - 00840 \$540.00
(fill in line item name) (fill in line code)

FROM: Capital Expenditures: Building # 10- 074 - 00150 - 00850 \$540.00
(fill in line item name) (fill in line code)

Justification: Two hand held radios are needed in order for the control room officers to communicate with the officer making security rounds throughout the facility. The ability for these persons to communicate is extremely important, especially when prompt emergency action is required.

2. TO: _____ # - - - \$ _____
(fill in line item name) (fill in line code)

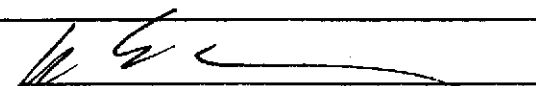
FROM: _____ # - - - \$ _____
(fill in line item name) (fill in line code)

Justification: _____

3. TO: _____ # - - - \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # - - - \$ _____
(fill in line item name) (fill in line code)

Justification: _____


DEPARTMENT HEAD SIGNATURE

APPROVED: 4/5/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: April O. Breen
COUNCIL CLERK

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE 3-23-94 DEPARTMENT Law Enforcement Center CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN NY 1993-94 BUDGET:

1. TO: Building Maintenance # 10 - 074 - 00150 - 00022 \$2,000.00
(fill in line item name) (fill in line code)

FROM: Capital Expenditures/Equip. # 10 - 074 - 00150 - 00850 \$2,000.00
(fill in line item name) (fill in line code)

Justification: The condensor and fan coil unit of the walk-in cooler is inoperative and needs to be replaced and converted from R-12 to R-22.

2. TO: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

Justification: _____

3. TO: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

Justification: _____

Jan Payne for B.L. Busch
DEPARTMENT HEAD SIGNATURE

APPROVED: 4/5/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Green
COUNCIL CLERK

OCONEE COUNTY BID TABULATION

BID FOR: Prescription Drug Service for Oconee Law Enforcement Center DATE: March 17, 1994

BID NO: 93-39 LOCATION: Walhalla, SC TIME: 2:00 p.m.

BIDDERS	Peoples Pharmacy, Inc.	Ken's Thriftee Pharmacy, Inc.			
Base Bid - Dispensing fee per prescription	1.75	3.00			

ATTENDING OPENING: Marianne Dillard, Jenny Peay, Ann Albertson - Purchasing Department; Lee Davis - Motor Pool

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

The Peoples Pharmacy, 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 one page
and attached hereto for prescription drug service for Oconee County Law
Enforcement Center

Base Bid - dispensing fee per prescription \$ AWP + \$1.75

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: March 15, 1994

BIDDING ORGANIZATION Peoples Pharmacy, Inc.

ADDRESS: P.O. BOX 126 E. Main St.

CITY, STATE, ZIP CODE Walhalla SC 29691

SIGNATURE OF BIDDERS REPRESENTATIVE: *Dr. P. [Signature]*

TITLE: President

DATE: March 15, 1994

TELEPHONE: 638-2011

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

The KEN'S THRIFTEE PHARMACY, 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 one page
and attached hereto for prescription drug service for Oconee County Law
Enforcement Center

Base Bid - dispensing fee per prescription \$ 300
AWP + \$3.00 Dispensing fee

Bid shall include delivery to location stated on Bid Notice.

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

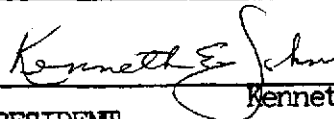
Delivery Date: March 10, 1994

BIDDING ORGANIZATION Ken's Thriftee Pharmacy, INC

ADDRESS: P.O. BOX P.O. Box 58 - 112 E. Main St

CITY, STATE, ZIP CODE Walhalla, S.C. 29691

SIGNATURE OF BIDDERS REPRESENTATIVE:



Kenneth E. Johns, RPH

TITLE: PRESIDENT

DATE: 3/10/94

TELEPHONE: 803-638-9553

OCONEE COUNTY BID TABULATION

BID FOR: Batteries DATE: March 3, 1994

BID NO: 93-38 LOCATION: Walhalla, SC TIME: 2:00 p.m.

BIDDERS	Carolina Industrial Products, Inc.	Meredith Battery Service	Oconee Auto Parts	M.A.C. Inc.	Tri-County Battery Sales
25- Group 8D 1400 CCA	90.00	137.25	103.29	86.68	82.55
10- Group 4D 1150 CCA	83.58	100.56	90.27	76.65	76.65
3- Group 4DLT 750 CCA	72.58	85.69	81.95	70.15	66.79
30- Group 27F 610 CCA	35.34	54.34	57.65	34.02	32.40
6-Group 27 775 CCA	41.01	54.34	57.65	39.47	37.59
30- Group 24/24F 535 CC	34.72	39.48	44.11	29.30	27.45
20- Group 78 730 CCA	39.65	54.47	54.97	38.18	36.36
4- HP31E 700 CCA	43.28	75.68	60.98	41.67	39.69
4- HP31D 700 CCA	43.28	75.68	60.98	41.67	39.69
20- Group 65 900 CCA	51.75	54.97	60.95	49.83	47.46
Warranty	6 mo/2½ yr prorated	6 months		1 year	12 mo factory defect
Brand	Douglas Battery	Deka	Car Quest	Douglas	Douglas
TOTAL	7,825.64	10,628.80	9,935.74	7,373.93	7,045.58

ATTENDING OPENING: Mark Henderson, Tony Brown - Carolina Industrial Products; Lee Davis, Motor Pool; Marianne Dillard, Jenny Peay - Oconee County Purchasing Department

OCONEE COUNTY BID TABULATION

BID FOR: Batteries

DATE: March 3, 1994

BID NO: 93-38

LOCATION: Walhalla, SC

TIME: 2:00 p.m.

BIDDERS	I.B.S. Lake Hartwell				
25- Group 8D 1400 CCA	117.95				
10- Group 4D 1150 CCA	99.95				
3- Group 4DLT 750 CCA	88.95				
30- Group 27F 610 CCA	53.95				
6-Group 27 775 CCA	53.95				
30- Group 24/24F 535 CC	49.95				
20- Group 78 730 CCA	52.95				
4- HP31E 700 CCA	59.95				
4- HP31D 700 CCA	73.95				
20- Group 65 900 CCA	64.95				
Warranty	1 year				
Brand	Interstate				
TOTAL	10,549.40				

ATTENDING OPENING:

BID NO. 93-38
 (Use this number on envelopes & all related correspondence)

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

The CAROLINA INDUSTRIAL PRODUCTS, 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 batteries for Motor Pool

QUANTITY	DESCRIPTION	Unit
	Note: CCA at 0°	
25	GROUP 3D - 1400 CCA. Reserve: 435 minutes DIESEL STARTING. 12 VOLT HEAVY DUTY. WET CHARGED DOUGLAS- 8D-3 -- 1400 CCA -- 435 minutes.....	90.00
10	GROUP 4D - 1150 CCA. Reserve: 325 minutes DIESEL STARTING. 12 VOLT HEAVY DUTY. WET CHARGED DOUGLAS- 4D-3 -- 1150 CCA -- 325 minutes.....	83.58
3	GROUP 4DLT - 750 CCA. Reserve: 235 minutes COMMERCIAL HEAVY DUTY. WET CHARGED. BOTH POST AT ONE END DOUGLAS- 4DLT -- 750 CCA -- 235 minutes.....	72.58
30	GROUP 27F - 610 CCA. Reserve: 120 minutes AUTOMOTIVE. HEAVY DUTY. 12 VOLT. WET CHARGED DOUGLAS - 27F-6000 -- 610 CCA -120 minutes..	35.34
6	GROUP 27 - 775 CCA. Reserve: 160 minutes. AUTOMOTIVE. HEAVY DUTY. 12 VOLT. WET CHARGED DOUGLAS - 27-7000 -- 775 CCA - 125 minutes.	41.01
30	GROUP 24/24F - 535 CCA. Reserve: 115 minutes HIGH, AUTOMOTIVE. HEAVY DUTY. 12 VOLT. WET CHARGED DOUGLAS 24-7000/24F-7000--620 CCA-115 min..	34.72
20	GROUP 78 - 730 CCA. Reserve: 130 minutes AUTOMOTIVE. HEAVY DUTY. 12 VOLT, SIDE MOUNT. WET CHARGED * DOUGLAS 78-6000--635 CCA -- 105 minutes...	39.65
4	HP31E - 700 CCA. Reserve: 150 minutes AUTOMOTIVE. HEAVY DUTY. 12 VOLT. WET CHARGED DOUGLAS 31-4 -- 700 CCA -- 150 minutes...	43.28
4	HP31D - 700 CCA. Reserve: 150 minutes AUTOMOTIVE. HEAVY DUTY. 12 VOLT. THREADED BOLT TERMINALS. WET CHARGED DOUGLAS 31-4T -- 700 CCA -- 150 minutes ..	43.28
20	GROUP 65 - 900 CCA. Reserve: 150 minutes AUTOMOTIVE. HEAVY DUTY, 12 VOLT. WET CHARGED DOUGLAS 65-7000 -- 900 CCA -- 150 minutes..	51.75
	*A group 75 can be used in place of group 78 for higher CCA: DOUGLAS 75-7000 -- 780 CCA--105 minutes.....	44.61

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: 1-3 days

BIDDING ORGANIZATION Carolina Industrial Products, INC.
 ADDRESS: P.O. BOX 40 Pine Knoll Drive
 CITY, STATE, ZIP CODE Greenville, SC 29609

SIGNATURE OF BIDDERS REPRESENTATIVE J. Mark Anderson
 TITLE Branch Manager
 DATE 02/25/94
 TELEPHONE (803) 244-0008 OR 1 800 852-4129

BID SUPPLEMENTAL FORM

OCONEE COUNTY

PURCHASING DEPARTMENT

201 West Main Street

WALHALLA, SOUTH CAROLINA 29691

DATE 2/25/94

BID NO. 93-38

Carolina Industrial Products, Inc., is a South Carolina Corporation (small business) and has been in operation since January 1983, specializing in battery and charger sales and service for all applications.

The warranty period offered on batteries quoted is 6 months free replacement with an additional 2 1/2 years prorated.

Douglas batteries are manufactured in the United States, and are of the highest quality.

BID NO. 93-38
 (Use this number on envelopes & all related correspondence)

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

The MEREDITH BATTERY SERVICE submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for batteries for Motor Pool

QUANTITY	DESCRIPTION	Unit
	Note: CCA at 0°	
25	GROUP 3D - 1400 CCA. Reserve: 435 minutes DIESEL STARTING. 12 VOLT HEAVY DUTY. WET CHARGED	\$137.25
10	GROUP 4D - 1150 CCA. Reserve: 325 minutes DIESEL STARTING. 12 VOLT HEAVY DUTY. WET CHARGED	\$100.56
3	GROUP 4DLT - 750 CCA. Reserve: 235 minutes COMMERCIAL HEAVY DUTY. WET CHARGED. BOTH POST AT ONE END	\$ 85.69
30	GROUP 27F - 610 CCA. Reserve: 120 minutes AUTOMOTIVE. HEAVY DUTY, 12 VOLT. WET CHARGED	\$ 54.34
6	GROUP 27 - 775 CCA. Reserve: 160 minutes AUTOMOTIVE. HEAVY DUTY. 12 VOLT. WET CHARGED	\$ 54.34
30	GROUP 24/24F - 535 CCA. Reserve: 115 minutes HIGH, AUTOMOTIVE. HEAVY DUTY, 12 VOLT. WET CHARGED	\$ 39.48
20	GROUP 78 - 730 CCA. Reserve: 130 minutes AUTOMOTIVE. HEAVY DUTY. 12 VOLT, SIDE MOUNT. WET CHARGED	\$ 54.47
4	HP31E - 700 CCA. Reserve: 150 minutes AUTOMOTIVE. HEAVY DUTY. 12 VOLT. WET CHARGED	\$ 75.68
4	HP31D - 700 CCA. Reserve: 150 minutes AUTOMOTIVE. HEAVY DUTY. 12 VOLT. THREADED BOLT TERMINALS. WET CHARGED	\$ 75.68
20	GROUP 65 - 900 CCA. Reserve: 150 minutes AUTOMOTIVE. HEAVY DUTY, 12 VOLT. WET CHARGED	\$ 54.97

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 MEREDITH BATTERY SERVICE
 ADDRESS: P.O. BOX 1802 WEST WHITNER STREET
 CITY, STATE, ZIP CODE ANDERSON S.C. 29625

SIGNATURE OF BIDDERS REPRESENTATIVE *Presiter Meredith*
 TITLE PRESIDENT
 DATE 2-21-94
 TELEPHONE 1-803-206-8191

BID SUPPLEMENTAL FORM

OCONEE COUNTY

PURCHASING DEPARTMENT

201 West Main Street

WALHALLA, SOUTH CAROLINA 29691

DATE FEB 23, 1994

BID NO. 93-38

1. ALL BATTERIES ARE WARRANTED FOR 6 MONTHS FREE REPLACEMENT.
2. ALL PRICES ARE EXCHANGE PRICES ACCORDING TO S.C. LAW.
3. BATTERIES ARE SUPPLIED BY:
EAST PENN MFG. CO.
DEKA ROAD
LYON STATION, PA. 19536

BID NO. 93-38
 (Use this number on envelopes & all related correspondence)

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

The Oconee Auto Parts, 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 batteries for Motor Pool

QUANTITY	DESCRIPTION	Unit
25	Note: CCA at 0° #80-30 20 month GROUP 3D - 1400 CCA. Reserve: 435 minutes DIESEL STARTING. 12 VOLT HEAVY DUTY. WET CHARGED	1340 CCA. 1135 CCA. 420 Reserve 103.29 Each
10	#40-30 30 month GROUP 4D - 1150 CCA. Reserve: 325 minutes DIESEL STARTING. 12 VOLT HEAVY DUTY. WET CHARGED	1100 CCA. 900 CCA. 260 Reserve 90.27 each
3	40LT30 30 month GROUP 4DLT - 750 CCA. Reserve: 235 minutes COMMERCIAL HEAVY DUTY, WET CHARGED, BOTH POST AT ONE END	81.95 Each 1100 CCA. 925 CCA. 250 Reserve
30	30 month GROUP 27F - 610 CCA. Reserve: 120 minutes AUTOMOTIVE. HEAVY DUTY, 12 VOLT. WET CHARGED	57.65 EA. #27F-70 20 month 900 CCA. 710 CCA. 135 Reserve
6	23LT70 20 month GROUP 27 - 775 CCA. Reserve: 160 minutes AUTOMOTIVE. HEAVY DUTY, 12 VOLT. WET CHARGED	57.65 EA. #27-70 20 month 900 CCA. 710 CCA. 135 Reserve
30	24LT70 20 month GROUP 24/24F - 535 CCA. Reserve: 115 minutes HIGH, AUTOMOTIVE. HEAVY DUTY, 12 VOLT. WET CHARGED	44.11 EA. #24/24F-70 20 month 800 CCA. 650 CCA. 110 Reserve
20	34LT70 70 month GROUP 78 - 730 CCA. Reserve: 130 minutes AUTOMOTIVE. HEAVY DUTY, 12 VOLT, SIDE MOUNT, WET CHARGED	54.97 EA. #3478-70 70 month 950 CCA. 825 CCA. 120 Reserve
4	#31P30 20 month HP31E - 700 CCA. Reserve: 150 minutes AUTOMOTIVE. HEAVY DUTY, 12 VOLT. WET CHARGED	60.98 EA. #31P30 20 month 980 CCA. 800 CCA. 185 Reserve
4	#31S30 20 month HP31D - 700 CCA. Reserve: 150 minutes AUTOMOTIVE. HEAVY DUTY, 12 VOLT. THREADED BOLT TERMINALS. WET CHARGED	60.98 EA. #31S30 20 month 980 CCA. 800 CCA. 185 Reserve
20	#65-60 60 month GROUP 65 - 900 CCA. Reserve: 150 minutes AUTOMOTIVE. HEAVY DUTY, 12 VOLT. WET CHARGED	60.95 EA. #65-60 60 month 1030 CCA. 850 CCA. 150 Reserve

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: anytime
 BIDDING ORGANIZATION Oconee Auto Parts, Inc.
 ADDRESS: P.O. BOX 208 E. Main St.
 CITY, STATE, ZIP CODE Walthalla, S.C. 29691
 SIGNATURE OF BIDDERS REPRESENTATIVE James R. Quake
 TITLE Manager
 DATE 2-27-94
 TELEPHONE 803-9562

BID SUPPLEMENTAL FORM

OCONEE COUNTY

PURCHASING DEPARTMENT

201 West Main Street

WALHALLA, SOUTH CAROLINA 29691

DATE 2-23-94

BID NO. 93-38

Group 8030 - 103.29 EA. + 5.16 TAX + 2.00 ~~Waste~~ ^{waste} fee
TOTAL = 110.45 EA.

Group 4030 - 90.27 EA. + 4.51 TAX + 2.00 Waste fee
TOTAL - 96.78 EA.

Group 40430 - 81.95 EA. + 4.10 TAX + 2.00 Waste fee
TOTAL - 88.05

Group 27/27F-70 - 57.65 EA. + 2.88 TAX + 2.00 Waste fee
TOTAL - 62.53

Group 24/24F-70 - 44.11 EA. + 2.21 TAX + 2.00 Waste fee
TOTAL - 48.32 EA.

Group 3478-70 - 54.97 EA. + 2.75 TAX + 2.00 Waste fee
TOTAL - 59.72

Group 31P30 - 60.98 EA. + 3.05 TAX + 2.00 Waste fee
TOTAL - 66.03

Group 31S30 - 60.98 EA. + 3.05 TAX + 2.00 Waste fee
TOTAL - 66.03

Group 65-60 - 60.95 EA. + 3.05 TAX + 2.00 Waste fee
TOTAL - 66.00

BID NO. 93-38
 (Use this number on envelopes & all related correspondence)

BID FORM
 OCONEE COUNTY PURCHASING DEPARTMENT
 201 WEST MAIN STREET
 WALHALLA, S.C. 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 batteries for Motor Pool

QUANTITY	DESCRIPTION	Unit
	Note: CCA at 0°	
25	GROUP 3D - 1400 CCA. Reserve: 435 minutes DIESEL STARTING. 12 VOLT HEAVY DUTY. WET CHARGED	86.68
10	GROUP 4D - 1150 CCA. Reserve: 325 minutes DIESEL STARTING. 12 VOLT HEAVY DUTY. WET CHARGED	76.65
3	GROUP 4DLT - 750 CCA. Reserve: 235 minutes COMMERCIAL HEAVY DUTY. WET CHARGED. BOTH POST AT ONE END	70.15
30	GROUP 27F - 610 CCA. Reserve: 120 minutes AUTOMOTIVE. HEAVY DUTY, 12 VOLT. WET CHARGED	34.02
6	GROUP 27 - 775 CCA. Reserve: 160 minutes AUTOMOTIVE. HEAVY DUTY. 12 VOLT. WET CHARGED	39.47
30	GROUP 24/24F - 535 CCA. Reserve: 115 minutes HIGH, AUTOMOTIVE. HEAVY DUTY, 12 VOLT. WET CHARGED	29.30
20	GROUP 78 - 730 CCA. Reserve: 130 minutes AUTOMOTIVE. HEAVY DUTY. 12 VOLT, SIDE MOUNT, WET CHARGED	38.18
4	HP31E - 700 CCA. Reserve: 150 minutes AUTOMOTIVE. HEAVY DUTY. 12 VOLT. WET CHARGED	41.67
4	HP31D - 700 CCA. Reserve: 150 minutes AUTOMOTIVE. HEAVY DUTY. 12 VOLT. THREADED BOLT TERMINALS. WET CHARGED	41.67
20	GROUP 65 - 900 CCA. Reserve: 150 minutes AUTOMOTIVE. HEAVY DUTY, 12 VOLT. WET CHARGED	49.83

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: UPON REQUEST
 BIDDING ORGANIZATION: M. H. C. INC.
 ADDRESS: P.O. BOX 265 W. AIRWAY BRANCH ROAD
 CITY, STATE, ZIP CODE: WALHALLA SC 29691
 SIGNATURE OF BIDDERS REPRESENTATIVE: [Signature]
 TITLE: SALES
 DATE: 3-15-91
 TELEPHONE: 800-7597

BID NO. 93-38
 (Use this number on envelopes & all related correspondence)

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

The TRI COUNTY BATTERY SALES 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 batteries for Motor Pool

QUANTITY	DESCRIPTION	Unit
	Note: CCA at 0°	
25	GROUP 3D - 1400 CCA. Reserve: 435 minutes DIESEL STARTING. 12 VOLT HEAVY DUTY. WET CHARGED	\$82.55 1400 CCA 435 min
10	GROUP 4D - 1150 CCA. Reserve: 325 minutes DIESEL STARTING. 12 VOLT HEAVY DUTY. WET CHARGED	\$76.65 1150 CCA 325 min
3	GROUP 4DLT - 750 CCA. Reserve: 235 minutes COMMERCIAL HEAVY DUTY. WET CHARGED. BOTH POST AT ONE END	\$ 66.79 750 CCA 235 min
30	GROUP 27F - 610 CCA. Reserve: 120 minutes AUTOMOTIVE. HEAVY DUTY. 12 VOLT. WET CHARGED	\$32.40 610 CCA 120 min
6	GROUP 27 - 775 CCA. Reserve: 160 minutes AUTOMOTIVE. HEAVY DUTY. 12 VOLT. WET CHARGED	\$37.59 775 CCA 160 min
30	GROUP 24/24F - 535 CCA. Reserve: 115 minutes HIGH. AUTOMOTIVE. HEAVY DUTY. 12 VOLT. WET CHARGED	\$27.45 535 CCA 105 Min
20	GROUP 78 - 730 CCA. Reserve: 130 minutes AUTOMOTIVE. HEAVY DUTY. 12 VOLT, SIDE MOUNT, WET CHARGED	\$36.36 730 CCA 130 min
4	HP31E - 700 CCA. Reserve: 150 minutes AUTOMOTIVE. HEAVY DUTY. 12 VOLT. WET CHARGED	\$39.69 700 CCA 150 min
4	HP31D - 700 CCA. Reserve: 150 minutes AUTOMOTIVE. HEAVY DUTY. 12 VOLT. THREADED BOLT TERMINALS. WET CHARGED	\$39.69 700 CCA 150 min
20	GROUP 65 - 900 CCA. Reserve: 150 minutes AUTOMOTIVE. HEAVY DUTY, 12 VOLT. WET CHARGED	\$47.46 900 CCA 150 min
	*** NOTE Warranty 12 mo Free replacment on Factory Defect	

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: March 3, 1994
 BIDDING ORGANIZATION Tri County Battery Sales
 ADDRESS: P.O. BOX P.O. Box 1154 1413 Whitehall Rd.
 CITY, STATE, ZIP CODE Anderson, S.C. 29622

SIGNATURE OF BIDDERS REPRESENTATIVE Al Eason
 TITLE Pres
 DATE 03/03/94
 TELEPHONE 803/2261919 803/2257472

<u>GROUP</u>	<u>IBS NUMBER</u>	<u>CCA</u>	<u>RESERVE CAPACITY</u>	<u>PRICE</u>
	8D-XHD	1300 CCA	400	\$ 117.95 ea.
	4D-XHD	1000 CCA	300	99.95 ea.
	4DLT-VHD	815 CCA	270	88.95 ea.
	C27F-XHD	675 CCA	160	53.95 ea.
	C27-XHD	675 CCA	160	53.95 ea.
	24/24F/MT-34	685 CCA	120	49.95 ea.
	MT-78	685 CCA	120	52.95 ea.
	31-VHD (Threaded)	700 CCA	165	59.95 ea.
	31P-PHD (Post)	1000 CCA	185	73.95 ea.
	MTP-65	875 CCA	165	64.95 ea.

WARRANTY: All batteries have an unlimited warranty, one (1) year replacement unless damaged by user (holes, overcharged, etc.)

SERVICE: Account(s) serviced every one to two (1 to 2) week regular service and cores picked up every service trip.


DELIVERY: Same day delivery on call-in orders before 3:00 p.m. Calls received after 3:00 p.m., batteries will be delivered next a.m.

*EPA Smelter and insurance requirements supplied upon request

Respectfully submitted,

INTERSTATE BATTERY SYSTEM OF LAKE HARTWELL

By: Wayne Napier, Distributor



OCCONEE COUNTY BID TABULATION

BID FOR: Filters for Occonee County Motor Pool **DATE:** December 15, 1993

BID NO: 93-24 **LOCATION:** Walhalla, SC **TIME:** 2:30 p.m.

BIDDERS	Anderson Auto	Holloway Co.	Occone Auto Parts	Walhalla Auto	
Grand Total	14,191.20	\$12,881.82*	\$14,026.91	\$13,632.74	
*Holloway Company could not quote on 30 different kind of filters, also, can only deliver twice weekly without charging freight. Motor Pool sometimes has to order daily, because of not having enough room to stock many filters.					

ATTENDING OPENING: Marianne Dillard, Jenny Peay, Purchasing; Tim Jones, Walhalla Auto Parts; Marty Fowler, Walhalla Auto Parts; Jeff James, Anderson Auto Parts.

OCONEE COUNTY MOTOR POOL
208 BOOKER DRIVE
WALHALLA, SOUTH CAROLINA 29691

TO: Marianne Dillard, Purchasing Agent
FROM: Helen Jackson, Parts Manager
DATE: March 21, 1994
RE: Walhalla Auto Parts - Filter Bid #93-24

On Friday, March 18, 1994, Walhalla Auto Parts closed. I was not contacted by anyone from Walhalla Auto Parts about this closing. Around 8:30 AM I called them about a filter I had ordered on Wednesday, March 16, 1994. I was informed that they had no one to deliver it at the time. I sent one of our mechanics down there to pick it up because I had a truck down waiting on this filter. When the mechanic got there he was told it did not come in. Therefore I purchased the filter (which was under \$100.00) from the next lowest bidder from the bid dated December 15, 1993.

Later on in the day I was told by another vendor that Walhalla Auto Parts had closed and would be moving to Cashiers, North Carolina. Around 11:00 AM I called Walhalla Auto Parts and spoke with Marty Fowler. I asked what was happening down there, Mr. Fowler did not tell me they were closed. I explained I was in need of filters and needed to know something about their plans. Mr. Fowler stated he would come and talk to me sometime that day and explain to me the situation. As of this date, I have not seen or spoken with Mr. Fowler.

Around 3:30 PM Friday, March 18, 1994 I placed a call to Tim's Auto Parts in Sylva, North Carolina, which is the home base store for Walhalla Auto Parts. Mr. Tim Jones, the owner, was not in at the time, I left a message for him to call me as soon as possible. I did not hear from him as of 5:00 PM that date.

On Saturday, March 19, 1994 I made several attempts to reach someone at Walhalla Auto Parts by telephone from my residence but was not successful.

On Monday, March 21, 1994, I called Tim's Auto Parts in North Carolina around 8:15 AM, again I left a message for Mr. Jones to call me as soon as possible. Mr. Jones returned my call around 9:45 AM. Mr. Jones explained to me that they were having trouble with their warehouse and therefore were moving the Walhalla store to Cashiers, North Carolina. However, they would like to be able to keep the bid if possible, I told him I needed to know exactly how they planned to continue servicing us, such as ordering and delivery. Mr. Jones stated he needed to talk with Mr. Fowler and would get back in touch with me today. At this time I again explained to Mr. Jones that time was a major issue and I needed this information as soon as possible. As of 4:00 PM I have not yet heard

from Mr. Jones or Mr. Fowler.

At this point, I need filters. Although, Walhalla Auto Parts has indicated that they would like to continue servicing us from the Cashiers location, they have not given me any information about this new location, store name or how to contact them by telephone. Also, I have not yet received the filters I ordered on Thursday, March 17, 1994. The original bid calls for delivery to be made within 24 hours.

Due to the circumstances of the past several days I would like to ask permission to order filters from the next low bidder from bid dated December 15, 1993. The difference between the two low bidders being Walhalla Auto Parts and Oconee Auto Parts is \$394.17. This savings will be greatly reduced by the amount of long distance telephone calls placed to order filters, also the distance factor involved when an emergency situation arises for a filter need.

I need a decision regarding this matter as soon as possible as I haven't received a filter delivery in several days, I have been using filters from stock and need to replenish my supply as to avoid any unnecessary delay. Thank you for your help regarding this matter. If you need any additional information, please let me know.

Sincerely,

Helen Jackson

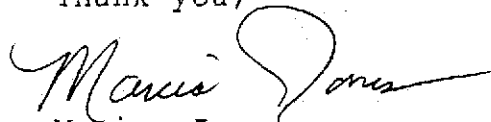
Helen Jackson
Parts Manager

Dear Customer,

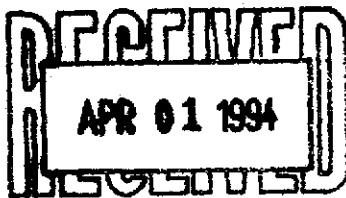
As of March 18, 1994 Walhalla Auto Parts has been purchased by Tim's Auto Parts of Cashiers. All outstanding accounts may be sent to Walhalla Auto Parts, P.O. Box 662, Walhalla, S.C. 29619.

Walhalla Auto Parts greatly appreciates your patronage. If we can be of any assistance to you please call (704) 586-6569.

Thank you,


Marica Jones

kq



Received in monthly statement.



**Recovery Corporation
of North Carolina**

**RECOVERY CORPORATION
OF NORTH CAROLINA
608 F. MATTHEWS-MINT HILL ROAD
MATTHEWS, NORTH CAROLINA 28105**

**Infectious Waste Transportation and Disposal Agreement
Small Quantity Generator - Schedule A**

CUST. PO#: _____	ACTION: _____
ACCOUNT #: _____	_____
Customer Name: <u>Deeonee County</u>	Bill To: _____
Service Address: <u>208 Booker St.</u>	Billing Address: _____
City, State, Zip: <u>Walhalla, SC 29691</u>	City, State, Zip: _____
Service Name: _____	Payment Name: _____
Contact Phone #: _____	Contact Phone #: _____

1. For RCNC services, Generator shall pay RCNC invoices, net 30 days at the following rates.

\$ 20.00 per Box 17x17x24

2. Service will include boxes 1 bags 1 tape N/A sharps containers N/A

3. One time set-up fee \$ N/A

4. Bags \$ N/A

5. Tape \$ 1.00

6. Sharps Containers Size N/A \$ _____ each.

Service Schedule

On Call Times per Week **M T W TH F S**

_____ Per Month.

Date Service to Commence _____, 19 _____.

This Agreement is for a term of 3 years.

Beginning with the date service is to commence.

Additional Terms
*10.00 Service Charge
per month when
no waste is
generated*

See Standard Terms and Conditions on the reverse side, which are incorporated herein by reference and which are included as part of this Agreement. By signing this Agreement, you acknowledge you have read, understand and agreed to the terms and conditions on the reverse side of this Agreement.

Generator Signature: By: _____ Date: _____

(Authorized Signature)

RCNC Signature: By: [Signature] Date: _____

(Authorized Signature)

ANDERSON, OCONEE, PICKENS

PENDLETON DISTRICT

SERVICE DELIVERY AREA

JTPA TITLE II-B

(SUMMER YOUTH EMPLOYMENT & TRAINING PROGRAM)

SYETP PLAN

CALENDAR YEAR 1994

(JUNE 1, 1994 THROUGH SEPTEMBER 30, 1994)

SUBMITTED: MARCH 18, 1994

CONTROL REF: JTP-01 II-B 1994
C:\SYMPHONY\FILES\PLANS\942BPLAN (LANDRETH)

SIGNATURE PAGE

ANDERSON, OCONEE AND PICKENS COUNTIES

PENDLETON DISTRICT SERVICE DELIVERY AREA

FOR ANDERSON COUNTY:

J. MICHAEL HOLDEN, CHAIRMAN
ANDERSON COUNTY COUNCIL

DATE

FOR OCONEE COUNTY:

*Norman - we'll come to you
with the sheet for
original signature*

NORMAN D. CRAIN, SUPERVISOR/CHAIRMAN
OCONEE COUNTY COUNCIL

DATE

FOR PICKENS COUNTY:

JOSEPH C. ELLERS, CHAIRMAN
PICKENS COUNTY COUNCIL

DATE

FOR THE PRIVATE INDUSTRY COUNCIL:

MAR 24 1994

LAWRENCE R. INABINET, CHAIRMAN
PENDLETON DISTRICT PRIVATE INDUSTRY COUNCIL

DATE

SUMMER YOUTH EMPLOYMENT AND TRAINING PROGRAM PLAN

CY'94 JOB TRAINING PLAN

STATEMENT OF ASSURANCES

THE PENDLETON DISTRICT SERVICE DELIVERY AREA ASSURES THAT:

1. THE SDA HAS COMPLIED WITH THE PUBLICATION AND REVIEW REQUIREMENTS, AS SPECIFIED IN SECTION 105(a) OF THE ACT.
2. THE SDA WILL COMPLY WITH THE COST LIMITATIONS CONTAINED IN SECTION 108 OF THE ACT AND 627.445 OF THE INTERIM FINAL REGULATIONS.

DATE: MARCH 18, 1994

ROBERT E. DAVID

EXECUTIVE DIRECTOR

SOUTH CAROLINA EMPLOYMENT SECURITY COMMISSION

TITLE II-B FUNDS TRANSFER REQUEST FORM

SERVICE DELIVERY AREA: PENDLETON DISTRICT

PERIOD COVERED: CY'94

DATE PREPARED: 03-18-94

TRANSFER FROM TITLE II-B TO II-C:

PURSUANT TO SECTION 256 OF THE ACT AND SECTION 628.550(b) OF THE REGULATIONS, AN SDA MAY TRANSFER UP TO 10% OF ITS TITLE II-B ALLOCATION TO TITLE II-C IF DESCRIBED IN THE JOB TRAINING PLAN AND APPROVED BY THE GOVERNOR.

CY'94 II-B BASE ALLOCATION: \$762,790

AMOUNT OF TRANSFER REQUESTED: \$76,279

% OF TITLE II-B ALLOCATION: 10%

SUMMER YOUTH EMPLOYMENT AND TRAINING PROGRAM

CALENDAR YEAR 1994

JOB TRAINING PLAN

I. IDENTIFYING INFORMATION

A. IDENTIFICATION OF THE SERVICE DELIVERY AREA

1. IDENTIFICATION OF THE GRANT RECIPIENT

a. NAME OF GRANT RECIPIENT

SOUTH CAROLINA EMPLOYMENT SECURITY COMMISSION

b. NAME OF ADMINISTRATIVE ENTITY IF DIFFERENT FROM GRANT RECIPIENT

N/A

c. ADDRESS

*1550 GADSDEN STREET
POST OFFICE BOX 1406
COLUMBIA, SOUTH CAROLINA 29202*

d. CONTACT PERSONS

*MR. ROBERT G. LANDRETH, DIRECTOR
SDA ADMINISTRATIVE UNIT, ES-5*

*MS. JULIA McCLELLAN, GRANTS MANAGER
PENDLETON DISTRICT PRIVATE INDUSTRY COUNCIL*

e. TELEPHONE NUMBERS

*MR. LANDRETH (803) 737-2609 (COLUMBIA) 737-2642 (FAX)
MS. McCLELLAN (803) 646-8361 (PENDLETON) EXT 2464*

B. GEOGRAPHIC AREA COVERED BY THE SERVICE DELIVERY AREA

UPPER SOUTH CAROLINA COUNTIES OF ANDERSON, OCONEE AND PICKENS

C. TIME PERIOD COVERED BY PLAN

CY' 1994 (JUNE 1, 1994 SEPTEMBER 30, 1994)

D. DATE OF INITIAL SUBMISSION

MARCH 18, 1994

II. CONTENTS OF THE TITLE II-B JOB TRAINING PLAN

A. GOALS AND OBJECTIVES [S255(b); 628.701(a)]

1. DESCRIBE THE WRITTEN GOALS AND OBJECTIVES ESTABLISHED BY THE SDA TO EVALUATE THE EFFECTIVENESS OF THE SYETP.

GOALS ESTABLISHED BY THE PRIVATE INDUSTRY COUNCIL:

- a. ENHANCE THE BASIC EDUCATIONAL SKILLS OF YOUTH AND IMPROVE THE RATES OF SCHOOL RETENTION AND COMPLETION;
- b. PROVIDE YOUTH WITH EXPOSURE TO A WIDE VARIETY OF CAREER OCCUPATIONAL ALTERNATIVES;
- c. IMPROVE ACADEMIC PERFORMANCE IN READING/LANGUAGE ARTS AND MATHEMATICS; AND
- d. IMPROVE COORDINATION BETWEEN EACH LOCAL SCHOOL DISTRICT AND THE SERVICE DELIVERY AREA'S JTPA YOUTH PROGRAMS.

OBJECTIVES ESTABLISHED BY THE PRIVATE INDUSTRY COUNCIL:

- a. ACADEMIC REMEDIATION/OCCUPATIONAL SKILLS SAMPLING
 - 1) 85% OF THOSE WHO COMPLETE WILL HAVE POST-TEST GAINS AT LEAST 1/2 GRADE LEVEL OR .5 NATIONAL CURVE EQUIVALENCY (NCE) IN READING/LANGUAGE ARTS AND MATHEMATICS;
 - 2) 98% OF THOSE WHO COMPLETE WILL RETURN TO SCHOOL IN THE FALL OF 1994;
 - 3) 90% OF SYETP PARTICIPANTS WILL COMPLETE 85% OF THE ESTABLISHED TRAINING OBJECTIVES AND 85% OF THE SCHEDULED TRAINING HOURS; AND
 - 4) AT LEAST 90% OF THE SYETP FUNDS SET-ASIDE FOR THESE ACTIVITIES WILL BE EXPENDED BY THE END OF THE GRANT PERIOD.
- b. PRE-EMPLOYMENT/ENTRY EMPLOYMENT
 - 1) 98% OF THE "IN-SCHOOL" PARTICIPANTS WILL RETURN TO SCHOOL IN THE FALL OF 1994;
 - 2) A MINIMUM OF 95% OF TOTAL PARTICIPANTS SERVED WILL SUCCESSFULLY COMPLETE THE PROGRAM;
 - 3) A MINIMUM OF 85% OF THE "NEW" PARTICIPANTS WILL ATTAIN CREDIT TOWARD A YOUTH COMPETENCY FOR PRE-EMPLOYMENT/WORK MATURITY; AND

4) AT LEAST 90% OF THE SYETP FUNDS SET-ASIDE FOR THESE ACTIVITIES WILL BE EXPENDED BY THE END OF THE GRANT PERIOD.

2. DESCRIBE THE EVALUATION METHODS WHICH WILL BE USED TO MEASURE THE EFFECTIVENESS OF THE SYETP.

- a. ACADEMIC REMEDIATION ACTIVITIES WILL BE EVALUATED BASED ON GAINS IN "POST-PROGRAM TEST SCORES" COMPARED WITH "PRE-PROGRAM TEST SCORES" ON TESTS WHICH MEASURE READING, ENGLISH AND MATHEMATICS SKILLS. AN "ACADEMIC REMEDIATION COMPETENCY DOCUMENTATION ROSTER" WHICH ACCOUNTS FOR THE ABOVE INFORMATION ALONG WITH COMMENTS ON WHICH "INSTRUCTIONAL METHODS" WERE FOUND TO BE MOST SUCCESSFUL IS REQUIRED TO BE SUBMITTED TO THE ADMINISTRATIVE ENTITY NO LATER THAN THIRTY (30) DAYS AFTER CONCLUSION OF THE ACADEMIC REMEDIATION ACTIVITY.
- b. ENTRY EMPLOYMENT ACTIVITIES WILL BE EVALUATED AGAINST A GOAL OF 98% OF THE "IN-SCHOOL" PARTICIPANTS RETURNING TO SCHOOL IN THE FALL OF 1994, AND "OUT OF SCHOOL" PARTICIPANTS RETURNING TO COLLEGE, OTHER TRAINING OR BECOMING GAINFULLY EMPLOYED AT THE END OF THE PROGRAM.

3. DESCRIBE THE COMPETENCY LEVELS TO BE ACHIEVED BY THE PARTICIPANTS AS A RESULT OF PROGRAM PARTICIPATION AND THE PROCEDURES FOR EVALUATING THE PROGRESS OF PARTICIPANTS IN ACHIEVING COMPETENCIES.

OUTCOME PERFORMANCE GOALS (COMPETENCY LEVELS, ETC.) WHICH ARE PLANNED FOR THE SYETP PROGRAMS: PROCEDURES FOR EVALUATING THE PROGRESS OF PARTICIPANTS IN ACHIEVING THESE COMPETENCY LEVELS INCLUDE ON-SITE MONITORING DURING THE GRANT PERIOD AND A POST-PROGRAM EVALUATION OF EACH GRANT.

ACADEMIC REMEDIATION/OCCUPATIONAL SKILLS SAMPLING

- a. 85% OF THOSE WHO COMPLETE WILL HAVE POST-TEST GAINS AT LEAST 1/2 GRADE LEVEL OR .5 NATIONAL CURVE EQUIVALENCY (NCE) IN READING/LANGUAGE ARTS AND MATHEMATICS;
- b. 98% OF THOSE WHO COMPLETE WILL RETURN TO SCHOOL IN THE FALL OF 1994;
- c. 90% OF SYETP PARTICIPANTS WILL COMPLETE 85% OF THE ESTABLISHED TRAINING OBJECTIVES AND 85% OF THE SCHEDULED TRAINING HOURS; AND
- d. AT LEAST 90% OF THE SYETP FUNDS SET-ASIDE FOR THESE ACTIVITIES WILL BE EXPENDED BY THE END OF THE GRANT PERIOD.

PRE-EMPLOYMENT/ENTRY EMPLOYMENT

- a. 98% OF THE "IN-SCHOOL" PARTICIPANTS WILL RETURN TO SCHOOL IN THE FALL OF 1994;
- b. A MINIMUM OF 95% OF TOTAL PARTICIPANTS SERVED WILL SUCCESSFULLY COMPLETE THE PROGRAM;
- c. A MINIMUM OF 85% OF THE "NEW" PARTICIPANTS WILL ATTAIN CREDIT TOWARD A YOUTH COMPETENCY FOR PRE-EMPLOYMENT/WORK MATURITY; AND
- d. AT LEAST 90% OF THE SYETP FUNDS SET-ASIDE FOR THESE ACTIVITIES WILL BE EXPENDED BY THE END OF THE GRANT PERIOD.

B. OBJECTIVE ASSESSMENT [S253(c)(1); 628.515(b)(2)]

PURSUANT TO SECTION 253(c)(1) OF THE ACT AND 628.515(b)(2) OF THE REGULATIONS, THE OBJECTIVE ASSESSMENT FOR TITLE II-B SHALL INCLUDE, AT A MINIMUM, AN EXAMINATION OF THE BASIC SKILLS AND SUPPORTIVE SERVICES NEEDS OF EACH PARTICIPANT. FOR TITLE II-B, OBJECTIVE ASSESSMENT MAY BE CARRIED OUT AFTER ELIGIBILITY DETERMINATION AND PRIOR TO ENROLLMENT. THE SDA MAY REQUIRE A NEW ASSESSMENT OR MAY PERMIT THE USE OF DATA RESULTING FROM AN ASSESSMENT CONDUCTED WITHING THE PRIOR 12 MONTH PERIOD IF THE ASSESSMENT MEETS THE REQUIREMENTS OF 253(c)(1) AND 628.515(b)(2).

EXPLAIN HOW THE SDA WILL SATISFY THE ASSESSMENT REQUIREMENTS, INDICATE THE AREAS TO BE ASSESSED, THE ASSESSMENT PROCESS THAT WILL BE USED, HOW THE ASSESSMENT DATA WILL BE USED TO DEVELOP THE SERVICE STRATEGY, AND OTHER PERTINENT INFORMATION AS APPROPRIATE.

AS REQUIRED BY SECTION 253(c) OF THE ACT, (BASIC SKILLS) READING AND MATHEMATICS SKILL LEVELS OF ELIGIBLE PARTICIPANTS MUST BE ASSESSED. SERVICE DELIVERY AREAS MAY ADMINISTER NEW TESTS OR THEY MAY USE EXISTING DATA TO ASSESS PARTICIPANTS. THE FOLLOWING GUIDELINES RELATIVE TO ASSESSMENT HAVE BEEN ESTABLISHED BY THE STATE:

a. EXISTING TEST DATA

1) ALLOWABLE SOURCES

a) SCHOOL RECORDS

- BASIC SKILLS ASSESSMENT PROGRAM (BSAP)
- COMPREHENSIVE TEST OF BASIC SKILLS (CTBS)
- STANFORD TEST
- OTHER STANDARDIZED TESTS ADMINISTERED BY THE LOCAL EDUCATION AGENCY (LEA), IF NONE OF THE ABOVE TEST RESULTS ARE AVAILABLE;

b) OTHER INSTITUTIONALLY ADMINISTERED STANDARDIZED TESTS.

DATA MUST BE FROM THE TEST(S) ADMINISTERED AFTER:
1993 FOR THE CY'94 SYETP

TEST BE WRITTEN;

TEST BE STANDARDIZED; AND

TEST MUST BE ADMINISTERED TO EACH PARTICIPANT
ACTIVITY GROUP.

SDA WILL SATISFY THE ASSESSMENT REQUIREMENT
SPECIFIC SOURCE(S) OF ASSESSMENT DATA, ASSESSMENT
UTILIZED, USES OF THE ASSESSMENT DATA, AND OTHER
ACTION AS APPROPRIATE.

TEST INFORMATION DESCRIBED IN SECTION II.B ABOVE IS
GRANT APPLICATION REQUEST (GAR) ISSUED BY THE
PRIVATE INDUSTRY COUNCIL ON JANUARY 14, 1994.
AND ASSESSMENT INFORMATION (UPDATED) WILL BE
EACH CY'94 SYETP GRANT STATEMENT OF WORK IN THE
SDA.

ASSESSING EACH PARTICIPANT'S BASIC SKILLS (MATH AND
SUPPORTIVE SERVICES NEEDS "PRIOR TO
SYETP GRANTEE WILL ALSO "ASSESS" THE
LOYALTY (I.E., REVIEW OF OCCUPATIONAL SKILLS,
CONFIDENCE, EMPLOYABILITY, INTERESTS, AND APTITUDES).
TEST DATA WILL BE USED IN PREPARING THE
SYETP "INDIVIDUAL SERVICE STRATEGY".

1994 SYETP STATEMENT OF WORK WILL DESCRIBE HOW THE
ASSESSMENT AND SERVICE STRATEGY IS TO BE ACCOMPLISHED,
DATA ALLOWED FOR (BASIC SKILLS) READING AND MATH
AS ANY OTHER DATA TO BE USED IN ARRIVING AT
SYETP "INDIVIDUAL SERVICE STRATEGY". A STUDENT
(BASIC REMEDIATION ONLY) AND A SYETP "INDIVIDUAL
SERVICE STRATEGY" MUST BE COMPLETED FOR EACH PARTICIPANT AND IT
MUST INCLUDE FIVE "ASSESSMENT DATA" AND A TRAINING STRATEGY
BASED ON ASSESSMENT RESULTS FOR PROVIDING TRAINING AND
SUPPORTIVE SERVICES NEEDS OF EACH PARTICIPANT.

TEST MUST BE ASSESSED "PRIOR TO INITIATION" INTO A SYETP
THE ASSESSMENT OF IN-SCHOOL YOUTH WILL INCLUDE
THE MOST RECENTLY AVAILABLE READING, MATH AND LANGUAGE
TESTS OF THE FOLLOWING TESTS: BSAP, CTBS OR THE
SCHOOL EXIT EXAMINATION...FOR THE CY'94 SYETP
TEST MUST HAVE BEEN ADMINISTERED AFTER JANUARY 1,

THE CY'94 SYETP PROGRAM
WILL INCLUDE LANGUAGE ARTS SCORES
AND HIGH SCHOOL EXIT
TESTS ADMINISTERED AFTER JANUARY
1, 1994 PRIOR TO JANUARY 1,
AND MATH SKILL LEVELS
AND ADULT BASIC EDUCATION
AND OTHER SUPPLEMENTAL
SERVICES "WILL BE
INCLUDED IN THE PARTICIPANT TRAINING

RELEASE OF SCHOOL
FOR EACH APPLICANT AND BE
Determined BY THE TEST(S) DATA WILL BE
SELECTING THE MOST

TEST INFORMATION RELATING TO ACADEMIC
ACTIVITY GROUP.

N

5(b) OF THE REGULATIONS,
BASIC OR REMEDIAL EDUCATION
SERVICES, THROUGH THE OBJECTIVE
SERVICES. BASIC AND
SUPPORTIVE SERVICES FUNDED FROM OTHER

TEST MUST COMPLY WITH THE PROVISIONS

ASSESSMENT AS REQUIRED BY THE
STATE THROUGH AN "INTEGRATED
BASIC EDUCATION WITH THREE

ENTRY/ENTRY EMPLOYMENT

TEST SKILLS SAMPLING

TEST IN READING/LANGUAGE ARTS AND
MATH WILL BE ADMINISTERED TO ALL ACADEMIC
YOUTH AND THEIR BASIC STRENGTHS AND
WEAKNESSES APPROPRIATE LEARNING LEVELS. THE
TEST WILL BE BASED ON THE SYETP "INDIVIDUAL
SERVICE STRATEGY" WHICH WILL SPECIFY
THE TESTS TO BE USED TO EVALUATE THE
EFFECTIVENESS OF THE SERVICES.

AN ASSESSMENT OF EACH PARTICIPANT'S VOCATIONAL SKILLS WILL BE MADE BY REVIEWING VOCATIONAL, EDUCATIONAL, AND WORK HISTORY.

TO DETERMINE ACADEMIC PROGRESS FROM PROGRAM BEGINNING TO PROGRAM END, A PRE-TEST (WHICH MAY BE THE BSAP OR CTBS IF GIVEN WITHIN THE PAST YEAR) AND A POST-TEST WILL BE ADMINISTERED TO EACH PARTICIPANT IN THE BASIC AND REMEDIAL EDUCATION COMPONENT. EACH PARTICIPANT'S PROGRESS OR LACK OF PROGRESS WILL BE DOCUMENTED ON THE "COMPETENCY DOCUMENTATION ROSTER" WHICH MUST BE SUBMITTED TO THE ADMINISTRATIVE ENTITY (SCESC) NO LATER THAN THIRTY (30) DAYS AFTER COMPLETION OF THE PROGRAM FOR EVALUATION PURPOSES.

AT THIS TIME, THE SDA HAS NO PLANS TO FUND ANY PORTION OF THESE REMEDIAL EDUCATION COMPONENTS FROM "NON-JTPA" SOURCES.

D. TRAINING AND SERVICES [§104(b)(9)]

TRAINING AND SERVICES ARE ORGANIZED INTO SEVEN CATEGORIES (SEE ATTACHMENT #4 FOR PDS MANUAL PROGRAM ACTIVITY DESCRIPTIONS): BASIC SKILLS TRAINING, OCCUPATIONAL SKILLS TRAINING (NON-OJT), OJT, WORK EXPERIENCE/ENTRY EMPLOYMENT/PRIVATE INTERNSHIPS, OTHER EMPLOYMENT SKILLS TRAINING, MISCELLANEOUS PROGRAM ACTIVITIES/SERVICES, EMPLOYMENT AND TRAINING SERVICES.

PROVIDE A NARRATIVE DESCRIPTION OF THE ACTIVITIES TO BE PROVIDED IN EACH CATEGORY, INCLUDING THE ESTIMATED DURATION OF SUCH ACTIVITIES AND THE ESTIMATED TRAINING COST PER PARTICIPANT. COMPLETE THE TITLE II-B PROGRAM ACTIVITY SUMMARY.

THE FOLLOWING ACTIVITIES/SERVICES WILL BE OFFERED IN THIS SDA:

a. ACADEMIC REMEDIATION AND PRE-EMPLOYMENT/ENTRY EMPLOYMENT
(A NEW SUMMER RESIDENTIAL PROGRAM AT CLEMSON UNIVERSITY)

ACADEMIC REMEDIATION WILL PROVIDE A MINIMUM OF ONE HUNDRED TWENTY CONTACT (120) HOURS TRAINING TO UPGRADE SKILLS IN READING/LANGUAGE ARTS AND MATHEMATICS TO ELIGIBLE PARTICIPANTS AGES 14-21 INCLUSIVE, WHO ARE FUNCTIONING BELOW GRADE LEVELS AS "DOCUMENTED" THROUGH STANDARDIZED TEST(S) ADMINISTERED BY THE LOCAL EDUCATIONAL AGENCY (LEA). STUDENTS WILL EARN ONE UNIT OF HIGH SCHOOL CREDIT. PARTICIPANTS WILL RECEIVE A SUMMER PARTICIPANT SUPPORT ALLOWANCE PAYMENT OF \$3.00 PER HOUR FOR EACH HOUR OF ACTUAL CLASSROOM ATTENDANCE...\$360 MINIMUM IN PARTICIPANT SUPPORT FOR THE DURATION (PAYABLE BY SCESC PAYMENTS UNIT) WHICH IS HELD FOR THE PARTICIPANTS UNTIL THE END OF THE PROGRAM TO HELP THEM WITH REGULAR SCHOOL EXPENSES, ETC.

PRE-EMPLOYMENT/WORK MATURITY SKILLS TRAINING AS OUTLINED IN THE "ADULT/YOUTH EMPLOYMENT COMPETENCY ATTAINMENT SYSTEM PLAN" (AYECAS) FOR THE PENDLETON DISTRICT SERVICE DELIVERY AREA WILL PROVIDE UP TO THIRTY (30) HOURS OF TRAINING TO ALL "NEW ENROLLEES" AND TRANSFERS WHO DID NOT OBTAIN A YOUTH COMPETENCY FOR P/E-W/M DURING THE PY'93 TITLE II-C IN-SCHOOL YOUTH PROGRAM. THE GRANTEE WILL PAY THESE PARTICIPANTS A BI-WEEKLY SUMMER ALLOWANCE OF \$3.00 PER HOUR FOR EACH HOUR OF ACTUAL ATTENDANCE UP TO A MAXIMUM OF \$90.00. THIS ACTIVITY MUST FOCUS ON THE ELEVEN (11) CORE COMPETENCIES DETAILED IN THE JTPA ACT AND REGULATIONS. A MINIMUM OF 85% OF THE NEW PARTICIPANTS WILL ATTAIN "CREDIT" TOWARD A YOUTH COMPETENCY FOR PRE-EMPLOYMENT-WORK MATURITY TO BE COMPLETED IN THE FALL IF THEY ENTER THE PY'94 TITLE II-C PROGRAM. PARTICIPANTS WHO HAVE ALREADY OBTAINED THE PRE-EMPLOYMENT/WORK MATURITY COMPETENCY CONSISTENT WITH THE AYECAS PLAN ARE ELIGIBLE TO WORK THE FULL SEVENTY-FIVE (75) HOURS OF ENTRY EMPLOYMENT.

ENTRY EMPLOYMENT TRAINING WILL PROVIDE PARTICIPANTS WITH A MAXIMUM OF ONE HUNDRED FIFTEEN (115) HOURS "MEANINGFUL WORK EXPERIENCE" AND A PARTICIPANT WAGE OF \$4.25 PER HOUR (\$488.75 MAXIMUM PARTICIPANT WAGE PLUS FICA FOR THE DURATION PAYABLE BI-WEEKLY BY GRANTEE) IN VARIOUS DEPARTMENTS OF CLEMSON UNIVERSITY. THESE ENTRY EMPLOYMENT WORK EXPERIENCES SHALL ENHANCE CLEMSON UNIVERSITY ACTIVITIES AND COMPLEMENT (ADD TO) REGULARLY FUNDED UNIVERSITY SERVICES.

NUMBER TO BE SERVED:	066
EXPECTED HOURS DURATION:	265
PROJECTED COST/SLOT:	\$3917

ELIGIBLE YOUTH POPULATION
SUBGROUP TARGETED:

ACADEMIC REMEDIATION WILL TARGET YOUTH
FUNCTIONING BELOW GRADE LEVEL, AGES 14-21;

PRE-EMPLOYMENT/WORK MATURITY SKILLS TRAINING WILL
BE A PREREQUISITE FOR "FIRST TIME" PARTICIPANTS
IN THE ENTRY EMPLOYMENT PROGRAM; AND
ENTRY EMPLOYMENT WILL TARGET YOUTH AGES 15-21
WHO NEED TO ENHANCE THEIR WORK MATURITY SKILLS.

**TRAINING/OCCUPATIONAL SKILLS SAMPLING
DISTRICT FIVE, SCHOOL DISTRICT OF OCONEE)**

ACTIVITY WILL PROVIDE AT LEAST SEVENTY-FIVE HOURS OF TRAINING TO UPGRADE SKILLS IN READING/LANGUAGE MATHEMATICS TO ELIGIBLE PARTICIPANTS AGES 14-21 WHO ARE FUNCTIONING BELOW GRADE LEVELS AS DETERMINED THROUGH STANDARDIZED TEST(S) ADMINISTERED BY THE LOCAL EDUCATIONAL AGENCY (LEA). PARTICIPANTS WILL RECEIVE A SUMMER ALLOWANCE PARTICIPANT SUPPORT PAYMENT OF \$3.00 PER HOUR FOR EACH HOUR ACTUALLY ATTENDED WITH A 25 MINIMUM FOR THE SCHEDULED SEVENTY-FIVE HOURS. PAYMENTS WILL BE MADE BY THE SCESC PAYMENTS UNIT.

"PRE-VOCATIONAL TRAINING" WILL EXPOSE PARTICIPANTS TO AT LEAST SEVENTY-FIVE (75) HOURS OF A VARIETY OF CAREER OCCUPATIONAL ALTERNATIVES IN WORKSHOP SETTINGS. THE ACTIVITY IS DESIGNED TO SERVE YOUTH WHO ARE 14-15 YEARS OF AGE AND ENROLLED IN THE LOCAL EDUCATIONAL AGENCY (LEA) SYSTEM. EACH PARTICIPANT'S PARTICIPATION IN THIS ACTIVITY WILL BE MEASURED AND "DOCUMENTED". PARTICIPANTS WILL RECEIVE A SUMMER ALLOWANCE PARTICIPANT SUPPORT PAYMENT OF \$3.00 PER HOUR FOR EACH HOUR ACTUALLY ATTENDED WITH A 25 MINIMUM FOR THE SCHEDULED SEVENTY-FIVE HOURS. PAYMENTS WILL BE MADE BY THE SCESC PAYMENTS UNIT.

NUMBER OF YOUTH TO BE SERVED: 156
 DURATION: 150 HOURS
 COST/SLOT: \$466

**YOUTH POPULATION
TARGETED:**

ACTIVITY WILL TARGET YOUTH WHO ARE FUNCTIONING BELOW GRADE LEVEL, AGES 14-21;

ACTIVITY WILL TARGET YOUTH AGES 14-15, WHO ARE ENROLLED IN THE LOCAL EDUCATIONAL AGENCY (LEA) SYSTEM.

TRAINING DEPT., AND SHARE)

ACTIVITY WILL PROVIDE AT LEAST SEVENTY-FIVE HOURS OF TRAINING TO UPGRADE SKILLS IN READING/LANGUAGE MATHEMATICS TO ELIGIBLE PARTICIPANTS AGES 14-21 WHO ARE FUNCTIONING BELOW GRADE LEVELS AS DETERMINED THROUGH STANDARDIZED TEST(S) ADMINISTERED BY THE LOCAL EDUCATIONAL AGENCY (LEA). PARTICIPANTS WILL RECEIVE A SUMMER ALLOWANCE PARTICIPANT SUPPORT PAYMENT OF \$3.00 PER HOUR FOR EACH HOUR ACTUALLY ATTENDED WITH A 25 MINIMUM FOR THE SCHEDULED SEVENTY-FIVE HOURS. PAYMENTS WILL BE MADE BY THE SCESC PAYMENTS UNIT.

SKILLS TRAINING AS OUTLINED IN THE COMPETENCY ATTAINMENT SYSTEM FOR DISTRICT FIVE (30) HOURS OF TRAINING TO PARTICIPANTS WHO DID NOT OBTAIN A GRANT DURING THE PY'93 TITLE II-C PROGRAM. PARTICIPANTS WHO ARE CURRENTLY IN THE AYECAS PLAN ARE ELIGIBLE TO PARTICIPATE IN THIS ACTIVITY. PARTICIPANTS WHO DO NOT OBTAIN A GRANT DURING THE PY'93 TITLE II-C PROGRAM WILL BE COMPLETED IN THE FALL IF THEY ARE IN THE AYECAS PLAN. PARTICIPANTS WHO ARE CURRENTLY IN THE AYECAS PLAN ARE ELIGIBLE TO PARTICIPATE IN THIS ACTIVITY. PARTICIPANTS WHO DO NOT OBTAIN A GRANT DURING THE PY'93 TITLE II-C PROGRAM WILL BE COMPLETED IN THE FALL IF THEY ARE IN THE AYECAS PLAN.

ACTIVITY WILL PROVIDE PARTICIPANTS WITH A MINIMUM OF 210 HOURS OF "MEANINGFUL WORK" WITH A MINIMUM PARTICIPANT WAGE INCLUDING PUBLIC/PRIVATE NONPROFIT AGENCIES SHALL PROVIDE COMMUNITY DEVELOPMENT LOCAL EXPENDITURES.

198

210

\$1490

IN

ACTIVITY WILL PROVIDE PARTICIPANTS WITH A MINIMUM OF 210 HOURS OF "MEANINGFUL WORK" WITH A MINIMUM PARTICIPANT WAGE INCLUDING PUBLIC/PRIVATE NONPROFIT AGENCIES SHALL PROVIDE COMMUNITY DEVELOPMENT LOCAL EXPENDITURES.

MATURITY SKILLS TRAINING WILL BE PROVIDED FOR "FIRST TIME" PARTICIPANTS IN THE AYECAS PLAN PROGRAM; AND

ACTIVITY WILL TARGET YOUTH AGES 15-21 WHO ARE CURRENTLY IN THE AYECAS PLAN AND ARE WORKING TO IMPROVE THEIR WORK MATURITY SKILLS.

d. ON-THE-JOB TRAINING	N/A
e. PRIVATE INTERNSHIPS	N/A
f. WORK EXPERIENCE	N/A
g. OCCUPATIONAL SKILLS TRAINING	N/A
h. OTHER ACTIVITIES	N/A

E. TRANSFER OF FUNDS

PURSUANT TO SECTION 256 OF THE ACT AND 628.550(b) OF THE INTERIM FINAL REGULATIONS, UP TO 10% OF FUNDS ALLOCATED FOR TITLE II-B MAY BE TRANSFERRED TO THE TITLE II-C PROGRAM, IF DESCRIBED IN THE JOB TRAINING PLAN.

LIST ANY REQUEST TO TRANSFER FUNDS FROM TITLE II-B TO TITLE II-C.

COMPLETE THE TITLE II-B FUNDS TRANSFER REQUEST FORM.

F. BUDGET (S104(b)(8))

COMPLETE THE TITLE II-B BUDGET SUMMARY.

G. SIGNATURES

PURSUANT TO SECTION 103(d) THE JOB TRAINING PLAN MUST BE APPROVED BY AND JOINTLY SUBMITTED BY THE PRIVATE INDUSTRY COUNCIL AND THE APPROPRIATE CHIEF ELECTED OFFICIALS. THE JOB TRAINING PLAN MUST BEAR THE ORIGINAL SIGNATURES OF THE PIC CHAIRMAN AND THE CHIEF ELECTED OFFICIAL OF EACH COUNTY COMPRISING THE SERVICE DELIVERY AREA, IF THE SDA WAS ESTABLISHED PURSUANT TO SECTION 101(a)(4)(A). COMPLETE THE TITLE II-B JOB TRAINING PLAN SIGNATURE SHEET.

TABLE I
 SUMMER YOUTH EMPLOYMENT AND TRAINING PLAN
 TITLE II-B SYETP
 CY'94 PROGRAM ACTIVITY SUMMARY

ACTIVITY	PROJECTED FUND OBLIGATIONS	PLANNED SERVICE LEVELS	HOURS AVERAGE DURATION	PLANNED COST PER PARTICIPANT
ACADEMIC REMEDIATION/ OCCUP SKILLS SAMPLING	\$72,773	156	150	\$466
PRE-EMPLOYMENT SKILLS/ ENTRY EMPLOYMENT	\$295,000	198	210	\$1,490
ACADEMIC REMEDIATION/ PRE-EMPLOYMENT SKILLS/ ENTRY EMPLOYMENT	\$258,543	66	265	\$3,917
SDA/PIC ADMINISTRATION	\$54,788			
CERTIFICATION	\$34,304			
PARTICIPANT SUPPORT	\$88,222			
AUDIT	\$2,000			
TOTALS (UNDUPLICATED)	\$805,630	420		
% OBLIGATED	105%			

THE YOUTH COMMITTEE MET ON MARCH 2, 1994 AND APPROVED FINAL CY'94 SYETP TO BE OVEROBLIATED UP TO 105% ESTIMATED FUNDING AVAILABILITY.

TABLE II

SUMMER YOUTH EMPLOYMENT AND TRAINING PROGRAM PLAN

TITLE II-B SYETP
BUDGET SUMMARY
CALENDAR YEAR 1994

PROJECTED TOTAL FUND AVAILABILITY		\$767,227
NEW ALLOCATION	LMI 2-15-94	\$762,790
MINUS TRANSFER TO II-C	PENDING	(\$76,279)
ADJUSTED CARRYOVER	ESTIMATED	\$80,716
SUPPLEMENTAL	DOUBTFUL	\$0
TOTAL PLANNED OBLIGATIONS		\$805,630
% TOTAL AVAILABILITY		105.01%
TOTAL ADMINISTRATION		\$111,805
% TOTAL PLANNED ADMIN OBLIGATIONS		13.88%
PROGRAM ADMINISTRATION		\$55,017
SDA/PIC ADMINISTRATION		\$56,788
TOTAL NON-ADMINISTRATION (OTHER)		\$693,825
% TOTAL PLANNED NON-ADMIN OBLIGATIONS		86.12%
TRAINING-RELATED/SUPPORT SERVICES		\$88,222
% TOTAL PLANNED OBLIGATIONS		10.95%
DIRECT TRAINING		\$605,603
% TOTAL PLANNED OBLIGATIONS		75.17%

BUDGET FIGURES MUST REFLECT COMPLIANCE WITH APPLICABLE EXPENDITURE LEVEL AND COST LIMITATION GUIDELINES.

THE YOUTH COMMITTEE MET ON MARCH 2, 1994 AND APPROVED FINAL CY'94 SYETP TO BE OVEROBLIATED UP TO 105% ESTIMATED FUNDING AVAILABILITY.

PROPOSAL

PREPARATION OF OCONEE COUNTY COMPREHENSIVE PLAN

For a fee not to exceed six thousand dollars (\$6,000), Talbert & Bright, Inc./Holland Consulting Planners, Inc., will prepare a comprehensive land use plan for Oconee County, South Carolina. A draft copy of the document will be delivered to the county within thirty (30) days following the issuance of a notice to proceed. The following further defines the scope of work:

1. One trip to Oconee County for data collection.
2. Attendance at one meeting of the Oconee County Planning Commission for presentation of the draft Comprehensive Plan.
3. Attendance at one public hearing for presentation of the Comprehensive Plan.
4. Maps will be limited to existing land use and future land use maps which will be printed in black and white.
5. The Comprehensive Plan will include only the minimum elements necessary to satisfy South Carolina State Statutes for the adoption of a comprehensive plan.
6. The Comprehensive Plan will focus on the area around the Clemson-Oconee County Airport as identified in the draft Clemson-Oconee County Airport Height and Land Use Compatibility Ordinance.
7. One original reproducible copy and ten (10) working copies of the Comprehensive Plan will be delivered to the county.

3/23/94

PROJECT APPLICATION
(For State Aid for Development of Public Airports)

DOA No. _____

Date 03-24-94

PART I - PROJECT INFORMATION

The **Oconee County Aeronautics Commission** (herein called the "Sponsor") hereby makes application to the South Carolina Department of Commerce/Division of Aeronautics (herein designated the "Division") for a grant of State funds pursuant to applicable statutes, regulations, and policies, for the purpose of aiding in financing a project (herein called the "Project") for the development of the **Clemson-Oconee County Airport** (herein called the "Airport") located in the county of **Oconee** in the State of South Carolina.

It is proposed that the project consist of the following described airport development:

Development of an Airport Height Limitation and Land Use Compatibility Ordinance for Airport and surrounding property.

all as more particularly described in the plans and specifications separately submitted to the Division on March 25, 1994, which are made a part hereof by reference.

PART II - REPRESENTATIONS

The Sponsor hereby represents and certifies as follows:

1. **Legal Authority.** The Sponsor has the legal power and authority:
 - (A) to do all things necessary to undertake and carry out the Project in conformity with the applicable statutes, regulations, and policies;
 - (B) to accept, receive and disburse grants of funds from the State of South Carolina in aid of the project on the terms and conditions stated in the applicable statutes, regulations, policies, and proposed grant agreement, and;
 - (C) to carry out all of the provisions of Parts III and IV of this Project Application.

2. Funds. The sponsor now has on deposit \$6,200.00 for use in defraying the costs of the Project. The present status of these funds is as follows:
on hand

The Sponsor hereby designates **Oconee County** to receive payments representing the Division's share of the Project costs.

PART III - SPONSOR ASSURANCES

In order to furnish the Division with the Sponsor's assurances required by the applicable statutes, regulations, policies, and proposed grant agreement, the Sponsor hereby covenants, and agrees with the Division as follows:

1. The covenants shall become effective upon acceptance by the Sponsor of State Aid for the Project or any portion thereof, through the Division, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty (20) years from the date of acceptance of State Aid for the Project.
2. In the event that the Airport and the facilities covered by the Project are not maintained for public use as outlined in this application for the full twenty (20) years, the Sponsor agrees upon demand to promptly reimburse the Division the amount of the Grant, computed on a 20 year prorated basis, plus interest at the legal rate prevailing at date of demand.
3. The Sponsor agrees that it will safely and efficiently operate the Airport for the use and benefit of the public on fair and reasonable terms without unjust discrimination.
4. The Sponsor will suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes, and will not permit any activity which could interfere with its use for aeronautical purposes; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical purposes, and will not permit any activity which could interfere with its use for aeronautical purposes; provided that nothing contained herein shall be construed to require that the temporary periods when wind, flood, or other climatic conditions interfere detrimentally with such operation and maintenance. Essential facilities, including night lighting systems, when installed, will be operated in such manner as to assure their availability to all users of the Airport.
5. The Sponsor will not enter into any transactions which could operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is

assumed by another public agency eligible under the applicable statutes, ordinances, regulations and policies to assume such obligations. If an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with the applicable statutes, ordinances, regulations, policies, and covenants of this agreement.

6. The Sponsor will maintain a current layout plan of the Airport having the current approval of the Division, showing existing landing areas, approach zones, clearance zones, building areas, and proposed future development areas. The Sponsor will conform to the current Airport layout plan then in effect in making any future improvements or changes at the Airport. The Sponsor shall furnish the Division a current Airport layout plan of the Airport and shall be responsible for furnishing to the Division such information as is necessary to keep this plan up to date, to include plans and specifications, agreements with contractors, and any other information relative to the work of or for the accomplishments of the project or projects.
7. The Sponsor shall maintain the approaches to the airport in compliance with appropriate guidelines set forth in FAA Part 77 or other guidelines approved in writing by the Division. Submittal of this Application is evidence on the part of the Sponsor to take appropriate actions to clear and maintain the approaches to the satisfaction of the Federal Aviation Administration and the Division.
8. Affidavit of non-collusion - state and federal law (code of laws of South Carolina, section 39-3-10, et seq., 39-5-10, et seq.; 15 U.S. code, section 1) are designed to insure that any bids received by Sponsor under this grant shall be competitive and free of collusion. As a condition precedent to the award of any contract for this project there must be filed a sworn statement executed by or on behalf of any person, firm, association, or corporation submitting a bid on any such contract to be awarded; said sworn statement shall certify that such a person, firm, association, or corporation submitting a statement shall certify that such person, firm, association, or corporation submitting a bid has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to be the bidder before a person who is authorized by the laws of his state to administer oaths. The original of such sworn statement shall also include a provision to the effect that all legal formalities required for the proper execution of affidavits, it shall not be a defense to such charge to perjury that said formalities required for the proper execution of affidavits pursuant to state law have been complied with. Thereafter, in any prosecution against any person, firm, association, or corporation for perjury committed in the submission of said affidavits, it shall not be a defense to such charge of perjury that said formalities were not, in fact, complied with. The Sponsor, as part of this grant, agrees to require affidavit of non-collusion of prospective bidder in the form attached thereto as Exhibit A.

9. The Sponsor will furnish a set of "As Built Plans" for the current project to the Division within ninety (90) days after completion of this project.
10. The Sponsor shall provide a qualified Resident Inspector who will be responsible for the approval of all materials and workmanship, will maintain a daily project diary, submit weekly progress reports to the Division, and maintain and provide documentation and certification to the Division that the work and materials comply with the plans and specifications. The requirement for a Resident Inspector does not apply to projects under the direct control and supervision of an independent registered professional engineer, architect, or construction manager hired by the Sponsor, in which event the Sponsor agrees to contractually obligate the independent professional engineer, architect, or construction manager to assume the within responsibilities, including, but not limited to, quality control as to materials and workmanship, and certification to Division that work and materials comply with plans and specifications.
11. The Sponsor covenants and agrees to disburse funds derived from the Division solely in aid of the Project on the terms and conditions stated in this agreement. The Sponsor will obtain an audit to comply with the Single Audit Act of 1984, Public Law 98-502 and the implementing guidelines set forth in Office of Management and Budget Circular A-128 for any fiscal year in which any of the Project Funds are expended. The Sponsor will forward to the Division a copy of the resulting audit reports along with a plan for corrective action for any findings or questioned costs related to the Project, within thirty (30) days after the audit report is issued.
12. The Sponsor agrees that significant activities to accomplish the project shall commence within one (1) year from the date of grant shall be revoked and the funds reallocated.
13. The Sponsor agrees that these covenants and grant applications shall be binding on itself, successors and assignees, and further covenants that it has the legal authority to enter into this agreement.

Signature of Sponsoring Agency's Representative

Oconee County Supervisor
Title of Representative

ATTACHMENT A

THE FOLLOWING IS A SUMMARY OF THE ESTIMATED COSTS OF THE PROJECT

ITEM	TOTAL ESTIMATED COST	ESTIMATED SPONSOR'S SHARE OF COST	ESTIMATED FED. SHARE OF COST	ESTIMATED STATE SHARE OF COST
		AMOUNT	AMOUNT	AMOUNT
1. PLANNING COST	\$12,400.00	\$6,200.00	--	\$6,200.00
2. CONSTRUCTION COST				
3. ENGINEERING & RESIDENT INSPECTOR COST				
4. ADMINISTRATIVE COST				
5. MISCELLANEOUS				
6. TOTAL ALL ESTIMATED PROJECT COST	\$12,400.00	\$6,200.00	--	\$6,200.00

ATTACHMENT B

SOUTH CAROLINA DEPARTMENT OF COMMERCE

DIVISION OF AERONAUTICS

P.O. DRAWER 280068

COLUMBIA, SC 29228-0068

Date of Application March 25, 1994

Oconee County
Name of Sponsor

Clemson-Oconee County Airport
Name of Airport

208 Booker Blvd.
Address

Oconee County, Walhalla, SC
County, City, Town

1. PROJECT DESCRIPTION

Development of Airport Height Limitation and Land Use Compatibility Ordinance

2. PROJECT BUDGET

a) Federal Funds	\$	<u> --</u>
b) State Funds	\$	<u> 6,200.00</u>
c) Sponsor Funds	\$	<u> 6,200.00</u>
d) Other Funds	\$	<u> --</u>
e) Total Budget	\$	<u> 12,400.00</u>

3. Is this project a result of a facility requirements determination of a Master Plan, the South Carolina Airport System Plan, or Airport Layout Plan Revision?

This project is the result of a continuing effort by Oconee County to comply with all Federal and State land use compatibility requirements.

4. PROJECT JUSTIFICATION

If Federal project, attach Part IV, FAA Form 5100-30 or 5100-101

N/A

5. Does this project require an Environmental Impact Assessment Report under the National Environmental Policy Act of 1969 (NEPA)? no
6. Status of EIAS N/A
7. Have all previous projects that involved federal and/or state funds been completed? no
8. If the state is unable to participate to its maximum extent, what is the sponsor's ability to fund a share greater than 5(50) percent? Oconee County is currently under contract to complete the Ordinance, however, we understand that this project is a high priority and we look forward to 50% participation by the State.
9. Name of Regional Planning Commission in which airport is located _____
10. a) Date A-95 (Grant Services, Office of the Governor)
Review Initiated: RPC
State Clearing House
- b) Date RPC Review Initiated: _____
(Attach or forward each upon receipt) Complete 10.a for projects involving state/local funds only
11. The following action has been taken by the local governing body to provide steps toward protective zoning for this system airport. Describe actions by Sponsor and governing body related to Master Planning, Land Use Planning and Zoning Ordinances. (Attach letter from governing body) Subsequent to completion of the recently adopted new Airport Master Plan, this Height Limitation and Land Use Compatibility Ordinance is anticipated to cover current airport "protective zoning" expectations.

13. PROJECT COST

If Federal project, attach Part IV of FAA Form 5100-30 or 5100-101 and do not complete this section. Attach Engineer's estimate of construction, estimate of construction, engineering and administrative costs.

A. Construction Project

Item

Land Acquisition

a) Fee Simple Acquisition

b) Easement Acquisition

c) Legal Costs

Construction

a) Site Preparation

b) Paving

c) Lighting

d) NAVAIDS

e) Painting

f) Turfing

g)

h)

i)

Engineering

a) E.I.A.R.

b) Design _____

c) Inspection _____

Administration _____

a) Sponsor _____

b) Contract _____

Total Construction Cost _____

B. Master Planning Project

Phase I - Airport Requirements _____

Phase II - Site Selection _____

Phase III - Airport Plans _____

Phase IV - Financial Plans _____

Phase V - Economic Impact _____

Other (*Airport Height Restriction and Land Use Compatibility Ordinance*) \$12,400

Total Cost \$12,400

Signature _____

Typed Name and Title Norman D. Crain, Oconee County Supervisor

Telephone Number (803) 638-4242

ATTACHMENTS
(check as required)

Project Justification

A-95 Review (State)

Engineer's Estimate

Letter from Governing Body

Part IV FAA Form 5100-30 or 5100-101

Project Sketch

**SCOPE OF SERVICES
OCONEE COUNTY AIRPORT
HEIGHT LIMITATION AND LAND USE COMPATIBILITY ORDINANCE**

An Oconee County Airport Height Limitation and Land Use Compatibility Ordinance is needed. The new ordinance must provide adequate height controls to protect the integrity of the airspace required for current and future safe air operations. In addition, controls should be provided to ensure that land uses within the vicinity of the Airport are compatible with the continued safe operation of the Airport. The revised ordinance should be consistent with all applicable State and Federal regulations, including the Federal Aviation Administration Advisory Circular 150/5190-4A.

The following identifies the specific work elements which will be accomplished:

1. The Consultant shall prepare a base map delineating property lines for all areas located within one mile of the Oconee County Airport. The base map shall be consistent with current Oconee County tax maps.
2. Map all land use by parcel for properties located within one mile of the Oconee County Airport.
3. Draft the text for a height limitation and land use compatibility ordinance. The ordinance shall include an airport zoning plan and land use map.
4. Meet with the Oconee County Aeronautics Commission and Oconee County Supervisor to review the draft ordinance and map.
5. Submit the draft ordinance to the FAA and the South Carolina Aeronautics Commission for their information, review, or comment, as appropriate.
6. Revise the draft ordinance and map, and present the document to the Oconee County Aeronautics Commission and Oconee County Council.
7. Attend on public hearing to be conducted by the Oconee County Council. Prepare presentation materials to be utilized for explanation of the ordinance and map.

OMH OCONEE MEMORIAL HOSPITAL

March 29, 1994

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

Dear Norman:

Thank you for taking time to meet with me on Thursday, March 24. We want to inform County Council of our intent to place a 24 by 60 portable building on a site which is situated on the 53 acres of land leased from Oconee County. This building will be placed on a site between the hospital and Lila Doyle as indicated on the attached site plan. The purpose of this building is to house a Nurse Practitioner Center to:

- a) Improve access to care for the community, especially the uninsured and underinsured
- b) Provide substitute to inappropriate expensive care settings (i.e. emergency room)
- c) Develop cost effective alternative level of care for employer health plans
- d) To collaborate with Clemson University to access research and practice opportunities that would enhance the overall level of community health care services
- e) Develop innovative and comprehensive preventive health programs that would improve service to our community and employers

The cost to the patient has not been set at this time, but is expected to be less than \$30.00 per visit.

The center will be staffed by a Certified Nurse Practitioner who is licensed to provide primary care services and will be set up very similar to a doctors office. The initial hours of operation will be from 8:30 AM to 5:00 PM daily and, should the demand increase, additional hours will be added.

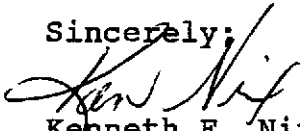
Dr. David Irvine will be the physician director for the center, and will supervise the Nurse Practitioner.

pg. 2, Nurse Practitioner Center

As I mentioned, we have received a three year grant from Duke Endowment of \$362,800. We have already received the first year amount of \$132,000. The targeted date of opening is June 1, 1994, which will mean that the site will need to be ready for the portable building by the first of May. We plan to begin site preparation in the next couple of weeks.

Should you or the Council have any questions, please feel free to contact me. Thank you for your support and interest in this project which will support health care in Oconee County.

Sincerely:



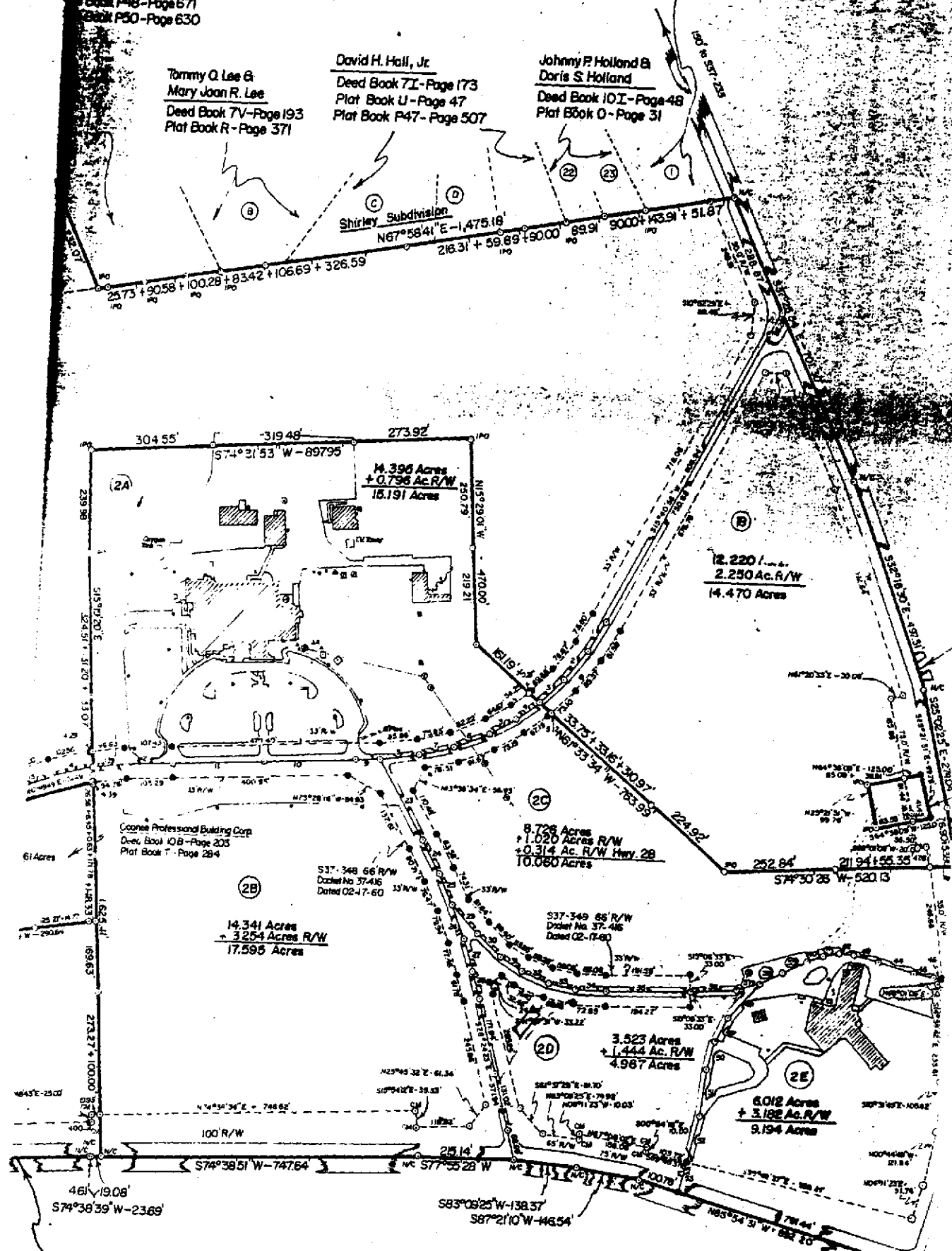
Kenneth E. Nix
Vice President, Support Services

cc: W. H. Hudson, President
Jeanne L. Ward, VP, Patient Care

Tommy O. Lee &
 Mary Joan R. Lee
 Deed Book 7V-Page 193
 Plat Book R-Page 371

David H. Hall, Jr.
 Deed Book 7I-Page 173
 Plat Book U-Page 47
 Plat Book P47-Page 507

Johnny F. Holland &
 Doris S. Holland
 Deed Book 10I-Page 48
 Plat Book O-Page 31



© U.S. 123/76 The Line
 File No 37-654
 Sheet 12 of 45
 Variable R/W as noted
 Dated 05-30-85

M E M O R A N D U M

TO: COUNTY COUNCIL MEMBERS
FROM: NORMAN D. CRAIN
DATE: APRIL 04, 1994
SUBJECT: AIR CONDITIONER

Account 010-022-00150-00870 CAPITAL EXPENDITURE:
VEHICLES/EQUIPMENT, in the 1993-1994 Supervisor's budget, currently has a
balance of \$23,601.82. The purpose of this memorandum is to request
permission to use \$3,100.00 to purchase and install an air conditioner in
the Case 580 Backhoe.

Your cooperation in this matter of importance to the Oconee County
Road Department will be appreciated. Thank you.

NDC/bjs

C: Finance Office
Purchasing Agent
Motor Pool
File