

A G E N D A

OCONEE COUNTY COUNCIL MEETING - TUESDAY, AUGUST 2, 1994

7:00 PM

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Discussion Regarding Proposed Renovation of Seneca Pre-School Building for Use by the Anderson-Oconee Council on Aging - Mr. Dirk Reis, Economic Development & Grants Service Manager, SC COG & Mr. Frank Wise, Director, Oconee Council on Aging
5. Discussion Regarding Reduction of Office Hours for Phoenix Cable Oconee Office - Mr. Charles Himelrick, Assistant Vice President, Phoenix Cable Incorporated
6. Consideration of Vehicle Lease by and Between Oconee County and the Oconee County Humane Society - Mrs. Lindsay Fields, Humane Society
7. Progress Report Regarding Eagle Ridge Airport Formerly Known as Hidden Glen - Dr. Ed Byars & Mr. Don Fraser
8. Consideration of Bids for Food for Law Enforcement Center - Mr. Bob Busch, LEC Director & Ms. Marianne Dillard, Purchasing Director
9. Consideration of Acceptance of Proposal of Goldie & Associates for Design, Bid Preparation & Construction Monitoring for Courthouse HVAC System - Ms. Marianne Dillard, Purchasing Director
10. Consideration of Credit Request at Rock Crusher - Mr. Tommy Crumpton, Rock Crusher Director
11. Consideration of Request of \$75.00 to Metropolitan Arts Council - Mr. Harrison Orr, Council Member
12. Consideration of Allowing Wachovia Bank of North Carolina to Replace Lost Bond R-601
13. Consideration of Resolution 94-10, "A Resolution Encouraging the State of South Carolina to Assume Responsibility for Juvenile Incarceration"

Page 2
AGENDA
August 2, 1994

14. Consideration of Lease Agreement by and Between Oconee County and the School District of Oconee County for Approximately .75 Acre in the Bountyland Community
15. Discussion of Future Work Assignments for State Inmates Housed at the Oconee County Law Enforcement Center - Mr. Bob Busch, LEC Director
16. Discussion Concerning the Scheduling of a Date and Time for a Work Session of Council to Receive a Legal Briefing Prior to Special County Council Meeting Scheduled for August 18, 1994. Such Briefing will Include the Receipt of Legal Advice and Matters Incident to Possible Contractual Arrangements, as Well as Threatened Litigation Against Oconee County Concerning the Oconee County Public Airport and the Private Airport, Now Described as Eagle Ridge, and Formerly Known as Hidden Glen
17. Old Business
18. New Business
19. Adjourn

6:45 pm Administrative 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, August 2, 1994 at 7:00 pm in Council Chambers with all Council Members except Mrs. Burrell present. The 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 & SC Black Media Group.

Press

Members of the press present: Ashton Hester - Keowee Courier, Kathleen Stoll - Anderson Independent, Allen Bowie - Greenville News & Lee Hendren - Journal/Tribune.

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. Williams made a motion, seconded by Mr. Strickland, approved 3 - 0 (Mrs. Burrell absent, Mr. Harper abstaining due to the fact he was not present at the July 19, 1994 meeting) that the minutes of the July 19, 1994 Council Meeting be adopted as printed.

Minutes

At the request of Mr. Dirk Reis, Economics Development & Grants Service Manager, SCACOG, and Mr. Frank Wise, Director, Oconee County Council on Aging, Mr. Strickland made a motion, seconded Mr. Harper, approved 4 - 0 (Mrs. Burrell absent) that the renovation of the Seneca Preschool as a Senior Center be approved as presented: The base bid and alternate bids number one (1) (Handicap ramp) and number six (6) (Vinyl replacement windows) for a total of \$439,947 with the Anderson-Oconee Council on Aging committing \$67,947 toward the project. (See attachment)

Senior Center

At the request of Mr. Charles Himelrick, Assistant Vice President, Phoenix Cable, Mr. Strickland made a motion, seconded by Mr. Harper, approved 4 - 0 (Mrs. Burrell absent) that Ordinance 94-8, "An Ordinance Changing the Office Hours for the Oconee County Office for Phoenix Cable/County Cable" be adopted on first reading in title only.

Phoenix & Cable

Mr. Harper made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mrs. Burrell absent) that the County lease one (1) 1986 Ford F150 pickup, identification number 1FTCF15Y4GNB34278 and one (1) 1993 Ford F150 pickup identification number 1FTEF15Y7PNB18245 to the Humane Society

Animal Shelter

as per the attached agreement.

Mr. Don Fraser addressed Council regarding Eagle Ridge Airport formerly known as Hidden Glen. Mr. Fraser asked that Council instruct Mr. Crain to do the following: Eagle Ridge

(1) Get the releases to the Eagle Ridge Attorneys for review prior to the August 18th meeting so they may suggest wording revision if necessary

(2) Have Mr. Crain and Mr. Willimon sign the Consent Order

(3) Deliver the Consent Order to the Presiding Judge for his signature

(4) Record and index the Consent Order at the Courthouse

(5) Notify the South Carolina Division of Aeronautics to have the traffic pattern changed (See attached)

Mr. Cain, County Attorney, informed Mr. Fraser that Council planned to have a work session prior to the meeting August 18, 1994 and that he had faxed their attorney a letter requesting information relating to the transfer of stock and payment for same.

Upon recommendation of Mr. Bush, LEC Director, and Ms. Marianne Dillard, Purchasing Director, Mr. Strickland made a motion, seconded by Mr. Williams, approved 4 - 0 (Mrs. Burrell absent) that the bid for food for the Law Enforcement Center be awarded to low bidder as per attached bid sheet: LEC

Fleming Food Service, Inc.	\$ 7,542.60
Institution Food House	4,452.64
Sysco	8,010.46
Greenville Paper Co.	207.84

Upon recommendation of Ms. Marianne Dillard, Purchasing Director, Mr. Strickland made a motion, seconded by Mr. Harper, approved 4 - 0 (Mrs. Burrell absent) that Council adopt the proposal of Goldie & Associates for designing and construction management of the air conditioning system and radon testing for the courthouse basement. (See attachment) Courthouse HVAC

Mr. Orr made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mrs. Burrell absent) that Thamer Construction be granted credit at the Rock Crusher pursuant to Ordinance 91-10, "An Ordinance to Provide for the Sale of Rock Crusher

Surplus Gravel by Oconee County and Rescind Ordinance 78-8 and Ordinance 78-12".

Mr. Orr made a motion, seconded by Mr. Williams, approved 4 - 0 (Mrs. Burrell absent) that the Metropolitan Arts Council be paid \$75.00 for 1994-95 Board lunches rather than the \$100.00 allocated in the budget. (See attached statement)

Metropolitan Arts

Mr. Strickland made a motion, seconded by Mr. Williams, approved 4 - 0 (Mrs. Burrell absent) that Wachovia Bank of North Carolina, N.A. be allowed to replace Oconee County SC, Pollution Control Revenue Bond Series 1987B (Duke Power Company Project) Lost Bond R-601 @ \$50,000. (See attached information)

Duke Power Bond

Mr. Orr made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mrs. Burrell absent) that Resolution 94-10, "A Resolution Encouraging the State of South Carolina to Assume all Responsibility of Juvenile Incarceration" be adopted on first and final reading.

Res. 94-10

Mr. Strickland made a motion, seconded by Mr. Orr, approved 4 - 0 (Mrs. Burrell absent) that the attached lease agreement by and between the School District of Oconee County and Oconee County for the County to lease three fourths (.75) acres of land located in the Bountyland area be adopted. (See attached lease)

Lease with School District

Mr. Bob Busch, Law Enforcement Center Director, informed Council that July 27, 1994 he received word from the SC Department of Corrections that they were no longer using trustees to drive vehicles and they strongly urged counties to do the same.

LEC

The attached memorandum from the SC Department of Corrections states that if an inmate drives a vehicle it will be mandatory for a civilian supervisor to accompany them.

The memorandum further states that all furloughs and passes have also been canceled.

Mr. Crain informed Council that the county has been using inmates in the Road Department, Rock Crusher, LEC, Public Buildings, Motor Pool & PRT, however he could not advise the department heads to do anything that is not consistent with the memorandum.

Council scheduled a work session at 10:00 am Thursday, August 4, 1994 to discuss this matter.

Someone from the SC Department of Corrections will be asked to attend to discuss this memorandum and also the Delegation Members will be invited to attend.

Council scheduled a work session Thursday, August 4, 1994 to receive a legal briefing prior to the special Council Meeting scheduled August 18, 1994. The briefing will include the receipt of legal advice and matters incident to possible contractual arrangements, as well as threatened litigation against Oconee County concerning the Oconee County Public Airport and the private airport, now described as Eagle Ridge, and formerly known as Hidden Glen.

Airport

Upon recommendation of Mr. Tommy Crumpton, Rock Crusher Director, Mr. Lee Davis, Motor Pool Foreman & Ms. Marianne Dillard, Purchasing Director, Mr. Strickland made a motion, seconded by Mr. Orr, approved 4 - 0 (Mrs. Burrell absent) that the Rock Crusher be permitted to use enterprise funds of up to \$40,000 to purchase a used Bucyrus-Erie 30 B.H.D. as per Section C: Competitive Seal Proposals. The informal and formal bid procedure may be waived under the following conditions upon approval by the Purchasing Agent, Subsection 4: When in the Purchasing Agent's judgement, and with concurrence of County Council, it is to the advantage of the County's interest to do so of Ordinance 85-2, "Oconee County Manual of Centralized Purchasing".

Rock
Crusher

Mr. Hurley Stubblefield address Council regarding taxes.

Taxes

Mr. Crain assigned the attached request of a county employee for educational assistance to the Personnel & Intergovernmental Committee.

Educational
Assistance
Request

The Personnel & Intergovernmental Committee scheduled a meeting Thursday, August 4, 1994 at 9:15 am in Council Chambers to discuss this request.

Mr. Crain asked that the City County Sanitation Commission address Council requesting their name be changed.

CCS

Mr. Cain informed Council that he had received the Work Authorization for Professional Services for Project No. 3401-9304 (Land Use Plan) for Mr. Crain's signature.

Airport

Mr. Cain further informed Council that the Sewer Commission was still interested in purchasing a sludge dryer.

Sewer
Commission

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August 2, 1994

Adjourn: 8:55 pm

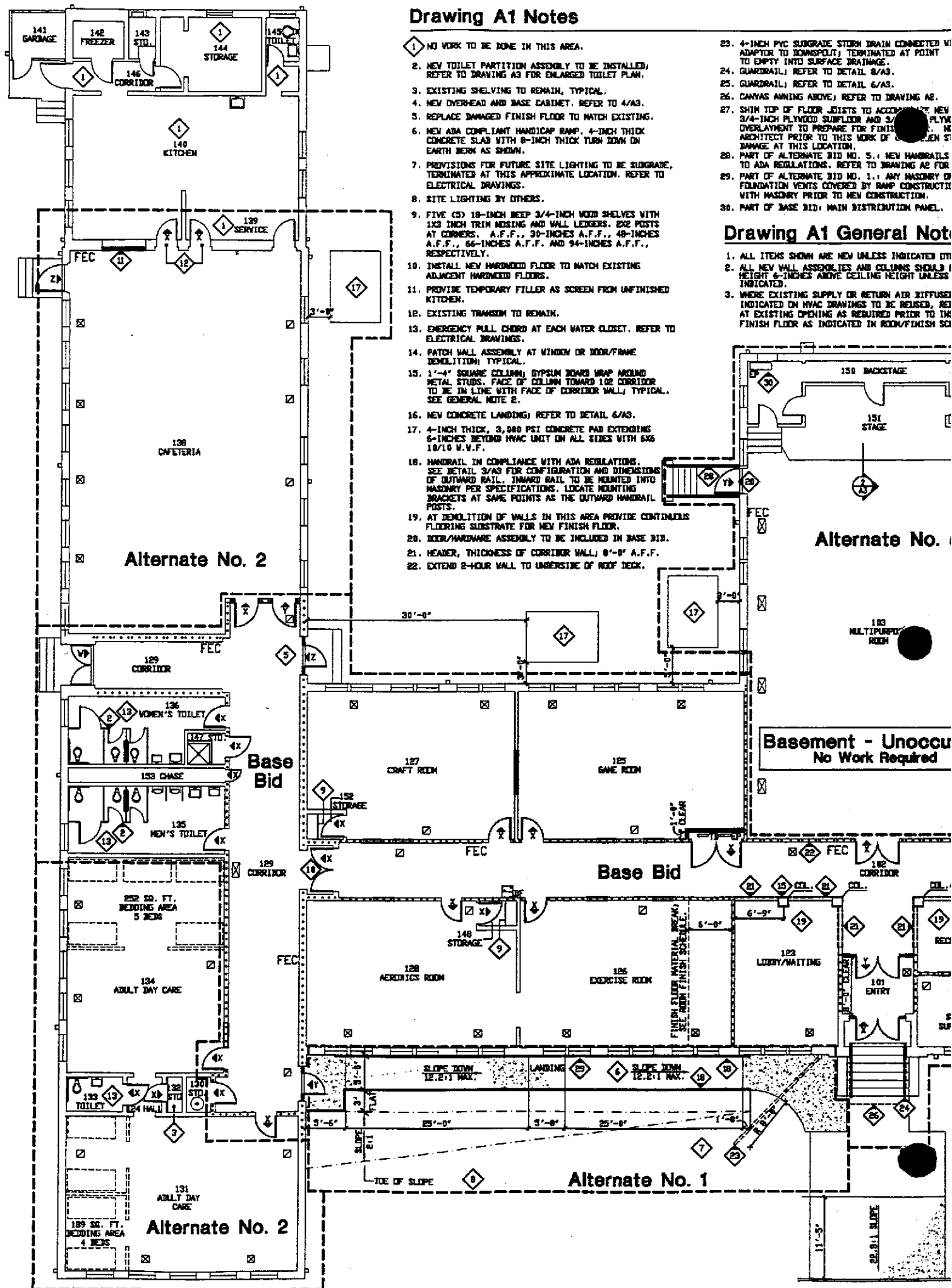
Norman D. Crain
Supervisor-Chairman
Oconee County Council

Drawing A1 Notes

1. NO WORK TO BE DONE IN THIS AREA.
2. NEW TOILET PARTITION ASSEMBLY TO BE INSTALLED, REFER TO DRAWING A3 FOR ENLARGED TOILET PLAN.
3. EXISTING SHELVING TO REMAIN, TYPICAL.
4. NEW OVERHEAD AND BASE CABINET, REFER TO 4/A3.
5. REPLACE DAMAGED FINISH FLOOR TO MATCH EXISTING.
6. NEW ADA COMPLIANT HANDICAP RAMP, 4-INCH THICK CONCRETE SLAB WITH 8-INCH THICK TURN DOWN ON EARTH BERM AS SHOWN.
7. PROVISIONS FOR FUTURE SITE LIGHTING TO BE SUBGRADE, TERMINATED AT THIS APPROXIMATE LOCATION. REFER TO ELECTRICAL DRAWINGS.
8. SITE LIGHTING BY OTHERS.
9. FIVE (5) 18-INCH DEEP 3/4-INCH WOOD SHELVES WITH 1X3 INCH TRIM MOLDING AND WALL LEDGERS, 2X2 POSTS AT CORNERS, A.F.F., 30-INCHES A.F.F., 48-INCHES A.F.F., 66-INCHES A.F.F. AND 94-INCHES A.F.F., RESPECTIVELY.
10. INSTALL NEW HARDWOOD FLOOR TO MATCH EXISTING ADJACENT HARDWOOD FLOORS.
11. PROVIDE TEMPORARY FILLER AS SCREEN FROM UNFINISHED KITCHEN.
12. EXISTING TRANSOM TO REMAIN.
13. EMERGENCY PULL CHORD AT EACH WATER CLOSET. REFER TO ELECTRICAL DRAWINGS.
14. PATCH WALL ASSEMBLY AT WINDOW OR DOOR/FRAME DEMOLITION, TYPICAL.
15. 1'-4" SQUARE COLUMN; GYPSUM BOARD WRAP AROUND METAL STUDS, FACE OF COLUMN TOWARD 102 CORRIDOR TO BE IN LINE WITH FACE OF CORRIDOR WALL, TYPICAL. SEE GENERAL NOTE 2.
16. NEW CONCRETE LANDING; REFER TO DETAIL 6/A3.
17. 4-INCH THICK, 3,000 PSI CONCRETE PAD EXTENDING 6-INCHES BEYOND HVAC UNIT ON ALL SIDES WITH 6X6 10/10 M.V.F.
18. HANDRAIL IN COMPLIANCE WITH ADA REGULATIONS. SEE DETAIL 3/A3 FOR CONFIGURATION AND DIMENSIONS OF OUTWARD RAIL, INWARD RAIL TO BE MOUNTED INTO MASONRY PER SPECIFICATIONS. LOCATE MOUNTING BRACKETS AT SAME POINTS AS THE OUTWARD HANDRAIL POSTS.
19. AT DEMOLITION OF WALLS IN THIS AREA PROVIDE CONTINUOUS FLOORING SUBSTRATE FOR NEW FINISH FLOOR.
20. DOOR/HARDWARE ASSEMBLY TO BE INCLUDED IN BASE BID.
21. HEADER, THICKNESS OF CORRIDOR WALL, 8'-0" A.F.F.
22. EXTEND 2-HOUR WALL TO UNDERSTIE OF ROOF DECK.
23. 4-INCH PYC SUBGRADE STORM DRAIN CONNECTED W/ ADAPTOR TO DOWNSPOUT; TERMINATED AT POINT TO EMPTY INTO SURFACE DRAINAGE.
24. GUARDRAIL; REFER TO DETAIL 6/A3.
25. GUARDRAIL; REFER TO DETAIL 6/A3.
26. CANVAS AWNING ABOVE; REFER TO DRAWING A2.
27. SHIM TOP OF FLOOR JOISTS TO ACCOMMODATE NEW 3/4-INCH PLYWOOD SUBFLOOR AND 3/4" PLYM OVERLAYMENT TO PREPARE FOR FINISH FLOOR. SEE ARCHITECT PRIOR TO THIS WORK OF CONSTRUCTION FOR DAMAGE AT THIS LOCATION.
28. PART OF ALTERNATE BID NO. 5, NEW HANDRAILS TO ADA REGULATIONS. REFER TO DRAWING A2 FOR.
29. PART OF ALTERNATE BID NO. 1, ANY MASONRY OR FOUNDATION VENTS COVERED BY RAMP CONSTRUCTION WITH MASONRY PRIOR TO NEW CONSTRUCTION.
30. PART OF BASE BID, MAIN DISTRIBUTION PANEL.

Drawing A1 General Note

1. ALL ITEMS SHOWN ARE NEW UNLESS INDICATED OTHERWISE.
2. ALL NEW WALL ASSEMBLIES AND COLUMNS SHOULD BE 6-INCHES ABOVE CEILING HEIGHT UNLESS INDICATED.
3. WHERE EXISTING SUPPLY OR RETURN AIR DIFFUSER INDICATED ON HVAC DRAWINGS TO BE REUSED, REPAIR AT EXISTING OPENING AS REQUIRED PRIOR TO THE FINISH FLOOR AS INDICATED IN ROOM/FINISH SCHEDULE.



Alternate No. 2

Alternate No. 1

Basement - Unoccu
No Work Required

Alternate No. 1

Alternate No. 2

Drawing A1 Legend

EXISTING	NEW	DESCRIPTION	EXISTING	NEW	DESCRIPTION
		NON-RATED WALL			WATER HEATER
		EXISTING PLASTER PARTITION WITH NEW 5/8-INCH TYPE "X" GYPSUM BOARD OVER METAL FURRING STRIPS EACH SIDE. (1 HOUR RATED)			ELECTRICAL PANEL
		12" THICK MASONRY WALL CONSTRUCTION WITH ASSUMED 1-HOUR RATING			TELEPHONE BOARD
		2x4 STUDS WITH ONE LAYER TYPE "X" GYPSUM BOARD BOTH SIDES IN ACCORDANCE WITH UL DESIGN NO. U309			DRINKING FOUNTAIN
		2x4 STUDS WITH TWO LAYERS TYPE "X" GYPSUM BOARD BOTH SIDES IN ACCORDANCE WITH UL DESIGN NO. U301			REFER TO DRAWING A1 NOTES
		EXISTING PLASTER PARTITION WITH NEW DOUBLE LAYER TYPE "X" GYPSUM BOARD OVER METAL FURRING STRIPS EACH SIDE (2 HOUR RATED)			FIRE EXTINGUISHER CABINET, MIN. CLASSIFICATION BA100/C; INSTALL IN ACCORDANCE WITH NFPA 10
		DOOR/FRAME ASSEMBLY; *↑↑* INDICATES SCHEDULE TARGET, REFER TO DOOR SCHEDULE			RETURN AIR GRILLE; REFER TO MECHANICAL DRAWINGS
		36-INCH BY 36-INCH FLOOR HOP SINK			SUPPLY REGISTER; REFER TO MECHANICAL DRAWINGS
		TOILET PARTITION			
		LAVATORY			
		HANDICAP LAVATORY			
		WATER CLOSET			
		GRAB BAR			
		WINDOW ASSEMBLY			
		DOWNSPOUT			

Seal

STATE OF SOUTH CAROLINA
DESIGN PARTNERSHIP INC.
Greenville, SC
6-84017
REGISTERED ARCHITECTS

STATE OF SOUTH CAROLINA
MARK STEPHEN EGBL
Greenville, SC
2572
REGISTERED ARCHITECT

Design Partnership Inc
Architects Planners

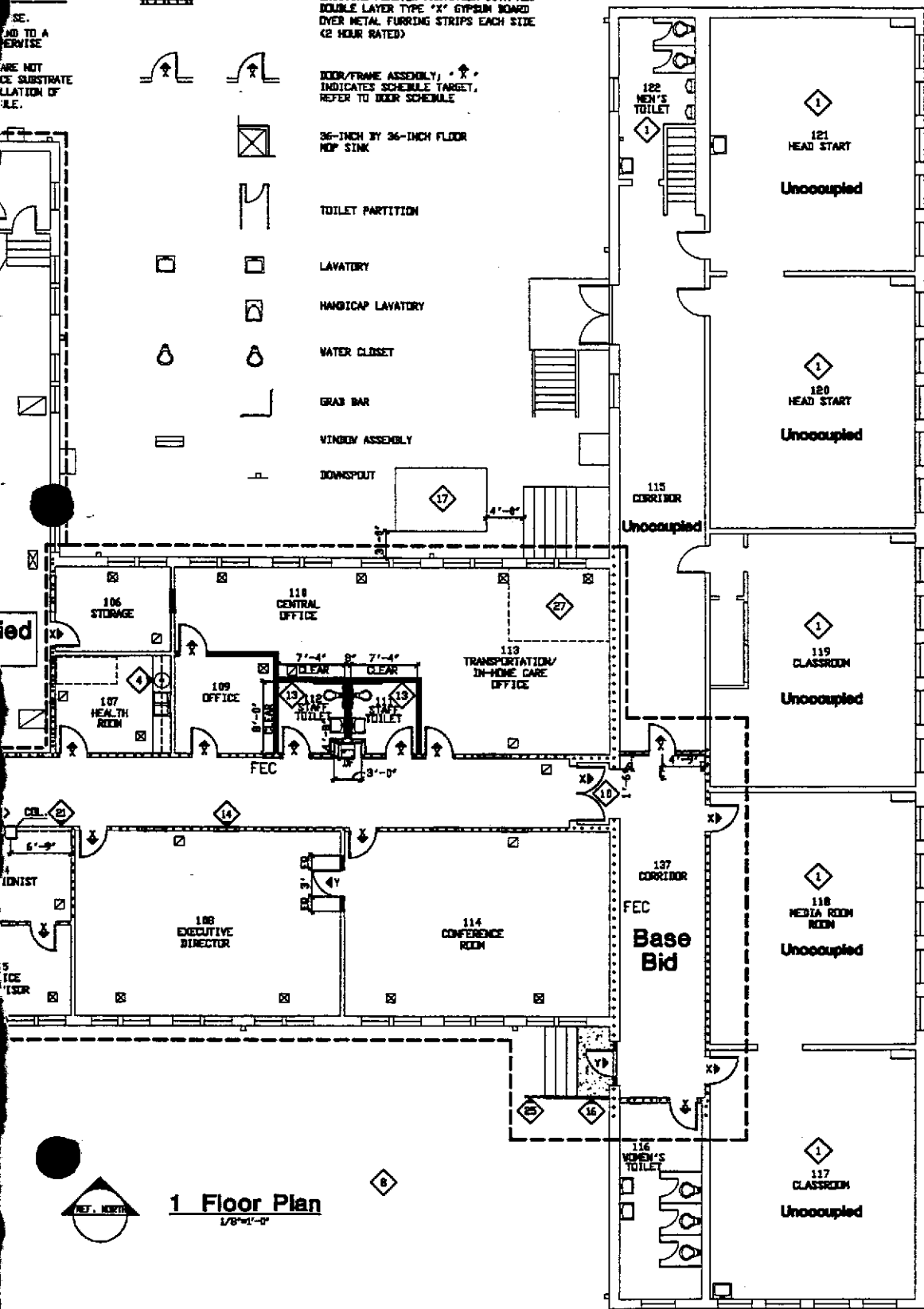
201 E. Campdown Way
Greenville SC 29601
803-232-8200

Project
Oconee Senior Center
101 Perry Avenue
Seneca, SC

Project No 9308
Design MSE
Drawn F-B/RHW
Approved
Date 8 Feb 94
Revisions

Drawing Title
Floor Plan

Drawing
A1



1 Floor Plan
1/8"=1'-0"



BID TABULATION

Project: Oconee Senior Center
 Architect's Job No.: 93108
 Bids Due: 19 April, 1994
 Time: 2:00 p.m.
 Location: Appalachian Council of Governments
 50 Grand Avenue
 Greenville, SC

** Clarifying Notes*

	Greenbrier Const. Inc.	Wham Brothers Const. Co.	Justice General Cont.	M. L. Garrett Construction	Matrix Construction	Robinson Construction	Lazer Construction	Z
Contractors:	Greenbrier Const. Inc.	Wham Brothers Const. Co.	Justice General Cont.	M. L. Garrett Construction	Matrix Construction	Robinson Construction	Lazer Construction	Z
Gen. Contr. License No.:	✓	✓	✓	✓	✓	✓	✓	✓
Bidder License No.:	✓	✓	✓	✓	✓	✓	✓	✓
Bid Security:	✓ 5%	✓ 5%	✓ 5%	✓ 5%	✓ 5%	✓ 5%	✓ 5%	✓
Addendum Nos. acknowledged:	12345	1,2,3,4,5	1,2,3,4,5	1,2,3,4,5	1,2,3,4,5	1,2,3,4,5	1,2,3,4,5	1,2,3,4,5
Base Bid:	567,000.	493,968.	432,547	473,068	507,000.	421,504	426,503.	4
<i>Ramp</i> Alt. Bid No. 1:	+ 10,700.	+ 6,534.	+ 10,000.	+ 7,739.	+ 7900.	+ 8,085.	+ 14,712.	+
<i>Head Start</i> Alt. Bid No. 2:	+ 99,000.	+ 90,628.	+ 90,000.	+ 110,334	+ 91,500.	+ 96,626.	+ 86,038.	+
<i>Floor Coverings</i> Alt. Bid No. 3:	+ 40,000.	+ 27,180	+ 23,320.	+ 22,352.	+ 19,800.	+ 23,162.	+ 18,317.	+
<i>Painting</i> Alt. Bid No. 4:	+ 15,600.	+ 13,099	+ 12,600.	+ 12,690.	+ 13,368.	+ 20,168.	+ 27,310.	+
<i>Multipurpose</i> Alt. Bid No. 5:	+ 71,000.	+ 52,857	+ 45,800.	+ 54,610.	+ 52,600	+ 55,439.	+ 58,475.	+
<i>Vinyl Replacement</i> Alt. Bid No. 6:	< 23,000 >	+ 42,826	< 2,600 >	+ 2,279.	< 32,800 >	+ 15,469.	+ 28,079.	+

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Project: Oconee Senior Center
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 50 Grand Avenue
 Greenville, SC

* *Clarying Notes*

Contractors:	Greenbrier Const. Inc.	Wham Brothers Const. Co.	Justice General Cont.	M. L. Garrett Construction	Matrix Construction	Robinson Construction	Lazer Construction	Z
Gen. Contr. License No.:	✓	✓	✓	✓	✓	✓	✓	✓
Bidder License No.:	✓	✓	✓	✓	✓	✓	✓	✓
Bid Security:	✓ 5%	✓ 5%	✓ 5%	✓ 5%	✓ 5%	✓ 5%	✓ 5%	✓
Addendum Nos. acknowledged:	12345	1,2,3,4,5	1,2,3,4,5	1,2,3,4,5	1,2,3,4,5	1,2,3,4,5	1,2,3,4,5	1
Base Bid:	567,000.	493,968.	432,547	473,068	507,000.	421,504	426,503.	4
<i>Ramp</i> Alt. Bid No. 1:	+ 10,700.	+ 6,534.	+ 10,000.	+ 7,739.	+ 7,900.	+ 8,085.	+ 14,712.	+
<i>Head Start wing AOL</i> Alt. Bid No. 2:	+ 99,000.	+ 90,628.	+ 90,000.	+ 110,334	+ 91,500.	+ 96,626.	+ 86,038.	+
<i>Floor Coverings</i> Alt. Bid No. 3:	+ 40,000.	+ 27,180	+ 23,320.	+ 22,352.	+ 19,800.	+ 23,162.	+ 18,317.	+
<i>Painting</i> Alt. Bid No. 4:	+ 15,600.	+ 13,099	+ 12,600.	+ 12,690.	+ 13,368.	+ 20,168.	+ 27,310.	+
<i>Multipurpose</i> Alt. Bid No. 5:	+ 71,000.	+ 52,857	+ 45,800.	+ 54,610.	+ 52,600	+ 55,439.	+ 58,475.	+
<i>Vinyl Replacement</i> Alt. Bid No. 6:	< 23,000 >	+ 42,826	< 2,600 >	+ 2,279.	< 32,800 >	+ 15,469.	+ 28,079.	+

<u>Wham</u>	<u>Justice</u>	<u>M.L. Barnett</u>	<u>Matrix</u>	<u>Robinson</u>	<u>Lager</u>	<u>Jorn</u>
<u>Seneca Daywood</u>	<u>Seneca Daywood</u>	<u>M.L. Barnett</u>	<u>Matrix</u>	<u>Robinson</u>	<u>Seneca Daywood</u>	<u>Seneca Daywood</u>
<u>Seneca Daywood</u>	<u>"</u>	<u>SCS</u>	<u>Cardina Acoustic</u>	<u>Bonnetts</u>	<u>Seneca Daywood</u>	<u>"</u>
<u>Carolina</u>	<u>T.J. Palmer</u>	<u>T.J. Palmer</u>	<u>T.J. Palmer</u>	<u>H.E. Smith</u>	<u>BIT</u>	<u>T.J. Palmer</u>
<u>Easley Mechanical</u>	<u>Comm. dad.</u>	<u>CIP</u>	<u>Comm dad.</u>	<u>Comm. dad.</u>	<u>Comm. Dad.</u>	<u>Comm. dad.</u>
<u>Easley Mechanical</u>	<u>Smith Heating & Air</u>	<u>Smith HVAC</u>	<u>Smith HVAC</u>	<u>Smith HVAC</u>	<u>Ivester</u>	<u>Smith</u>
<u>Clements</u>	<u>Ivester, Inc.</u>	<u>Ivester, Inc.</u>	<u>Ivester</u>	<u>Ivester</u>	<u>Ivester</u>	<u>Chastain</u>

I certify that the above tabulation is a true and accurate statement of bids received.

Mark S. Eggl, AIA
Partner

MSE/jsh

cc
New



Appalachian

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

July 22, 1994

July 22, 1994

Mr. Frank Wise, Executive Director
Anderson/Oconee Council on Aging
PO Box 103
Anderson, SC 29622

Dear Frank:

Pursuant to our conversation yesterday afternoon, I am writing to let you know the status of our grant funding for the renovation of the Seneca Preschool Building. Also, I would like to thank you for your efforts to secure additional funding through private sources.

I have spoken with Mr. DeWitt Zemp, who is our representative with the Governor's Office, and he has confirmed that no additional grant funds will be made available. Also, our project extension request is being held until we can provide proof that additional funds will be available so the project can proceed. This extension approval is critical as we must lengthen the project period in order to request the grant funds.

I understand that your Board will meet on Tuesday evening, and that you hope to obtain a commitment of funding from the Board at that time. Those committed funds, when added to Oconee County's grant funds, will be enough to allow for a contract to be awarded on the base bid and the addendums which include construction of the handicapped ramp and replacement windows.

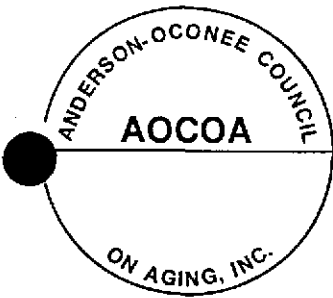
Please forward a commitment letter as soon as possible so that we can proceed with a budget revision and subsequent contract award to Justice General Contractors. I look forward to hearing from you soon.

Thank you again for all of your hard work in making this project a reality.

Sincerely,

Dianna W. Gracely
Community Development Administrator

- cc: Mr. DeWitt Zemp, Community Development Representative
- Mr. Tom Justice, Justice General Contractors, Inc.
- Mr. Mark Eggl, Design Partnership, Inc.
- Mr. Norman Crain, Oconee County Supervisor/Chairman



403 Jefferson Ave. • P.O. Box 103 • Anderson, S.C. 29622
Telephone: (803) 225-3370 (Anderson) or (803) 882-1673 (Oconee)

July 26, 1994

Ms. Diana Gracely
SC Appalachian Council of Governments
PO Drawer 6668
Greenville, SC 29606

Dear Ms. Gracely:

At a quarterly meeting of Anderson-Oconee Council on Aging's Board of Directors this afternoon, the Board unanimously authorized AOCOA to proceed with the Base Bid and alternate Bids #1 and #6 for a total of \$439,947 toward completion of the Oconee Senior Center. This represents the Board's commitment of \$67,947. Coupled with the State grant of \$372,000, this allows AOCOA to begin the long-delayed renovation.

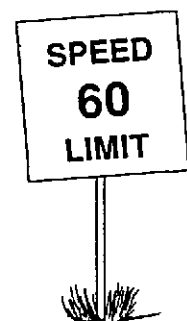
The total amount, \$439,947, represents the base bid of \$432,547 minus alternate bid #6 (\$2,600) plus \$10,000 for the handicap ramp.

We trust that this information will enable you to pursue the monies from the State grant. Thank you for your efforts in working toward the completion of this project.

Sincerely,

Marilyn D. Jones
President
Board of Directors

MDJ:ds
cc: Norman Crain, Supervisor
Oconee County



It's not just a speed limit — it's our reason for being!
A United Way Agency

- B. Under "Division 8 - Doors and Windows" add "08630 Vinyl Replacement Windows (Alternate No. 6)"
 - C. Under "Division 9 - Finishes" delete "09300 Ceramic Tile"
 - D. Under "Division 15 - Mechanical" delete "15270 Ductwork Insulation"
5. Bid Form:
- A. Substitute revised Bid Form enclosed herewith for existing.
6. Section 01010:
- A. Substitute the following new subparagraph 1.02 B for existing:
"It is the intent of the owner to complete the following items of demolition:
 - 1. Removal of ceiling to the ceiling joists in all spaces in the entire west wing of the building.
 - 2. Removal of gutters and downspouts and all accessories.
 - 3. Removal of all floor finishes to hardwoods.
 - 4. Removal of all loose plaster over entire renovation area.
 - 5. Removal of all cabinets and sinks in Rooms 107, 127, 128, 131 and 134.
 - 6. Removal of all supply cabinets in Rooms 103, 108, 113, 114, 125, 126, 131 and 134.
 - 7. Removal of shelves at south end of Room 103.
 - 8. Removal of interior door/frame and window/frame assemblies throughout building corridors.
 - 9. Removal of all trim including base and crown moldings and window trim and stools.
 - 10. Removal of conduit and wiring for exit signage.
7. Section 01600:
- A. Alter subparagraph 1.05-C to read as follows:
"C. Provide off-site storage and protection in a bonded warehouse when site does not permit on-site storage or protection.
8. Section 02223:
- A. Delete subparagraph 2.01 C in its entirety.
9. Section 02281:
- A. Delete subparagraph 3.02 B in its entirety.
10. Section 03001:
- A. Add to the end of paragraph 1.01 this new subparagraph 1.01 B:

OCONEE COUNTY COUNCIL
ORDINANCE NO: 91-7

STATE OF SOUTH CAROLINA)
) AN ORDINANCE GRANTING FRANCHISE
COUNTY OF OCONEE) TO PHOENIX CABLE INCORPORATED,
) ITS SUCCESSORS AND ASSIGNS, TO
) OPERATE AND MAINTAIN A COMMUNITY
) ANTENNA TELEVISION SYSTEM IN THE
) COUNTY SETTING FORTH CONDITIONS
) ACCOMPANYING THE GRANT OF THE
) FRANCHISE: PROVIDING FOR
) COUNTY REGULATION AND USE OF THE
) COMMUNITY ANTENNA SYSTEM: AND
) PRESCRIBING PENALTIES FOR
) VIOLATION OF THE FRANCHISE
) PROVISIONS

WHEREAS, THE COUNTY OF OCONEE INTENDS TO GRANT IN THE MODE PRESCRIBED BY LAW TO THE PERSONS, FIRM OR CORPORATION HEREAFTER TO BE ASCERTAINED, THE FRANCHISE, RIGHT AND PRIVILEGE TO OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE COUNTY OF OCONEE WITHIN ITS BORDERS BUT OUTSIDE THE CORPORATE LIMITS OF ANY AND ALL MUNICIPALITIES LOCATED THEREIN AS THE SAME EXISTS OR MAY BE HEREAFTER EXTENDED OR ALTERED, AS CONTAINED AND SET OUT IN THE FOLLOWING FRANCHISE ORDINANCE FOR THE TERM AND UPON AND SUBJECT TO THE TERMS, PROVISIONS AND LIMITATIONS THEREIN STATED.

BE IT ORDAINED BY THE COUNCIL OF THE COUNTY OF OCONEE:

Section 1. Short Title.

This ordinance shall be known and may be cited as the "Cable Television Franchise Ordinance for Phoenix Cable Incorporated."

Section 2. Definitions.

For the purposes of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and include the plural number. The word "shall" is always mandatory and not merely directory.

- (a) "County" is the County of Oconee.
- (b) "Council" is the County Council of Oconee County.
- (c) "Supervisor" is the Supervisor of Oconee County.
- (d) "Person" is any person, firm, partnership association, corporation, company or organization of any kind.
- (e) "Grantee" is Phoenix Cable Incorporated or anyone who succeeds Phoenix Cable Incorporated in accordance with the provisions of this Franchise.
- (f) "CATV" shall be Cable Television System.
- (g) "Cable Television System" shall mean any facility which: (1) in whole or in part receives directly or indirectly over the air and amplifies or otherwise modifies the signals transmitting programs broadcasted by one or more television, A, and F, radio stations and distributes such signals by wire or cable to subscribing members of the public who pay for such services; (2) distributes by cable or wire, news, weather and other programming, including civil defense type information as required, as an incidental part of CATV service to all subscribers without charge; (3) distributes any and all other lawful communications of a specialized nature provided that such transmission is permitted by the Federal Communication Commission (FCC).
- (h) "Franchise" shall mean and include any authorization granted hereunder in terms of a franchise, right and privilege to construct, erect, operate and maintain in, upon, along, across, above, over and under the streets, alleys, lanes, public ways and public places now laid out or dedicated and all extensions thereof and additions thereto in the city, poles, wires, cables, underground conduits, manholes, and other conductors and fixtures necessary to maintain and operate a CATV system in the County.
- (i) "Gross Receipts" shall mean the grantee's gross subscriber revenue from Cable Television operated in the County and shall

include all revenue derived therefrom, but be limited to those subscriber service charges applicable to and arising from carrying of broadcast signals and such non-broadcast services as required by the FCC including installation, re-connection and relocation charges. Revenues derived from auxiliary services, such as advertising revenues, leased channel revenues and pay cable revenues are specifically excluded from gross revenues.

- (j) "Two-way Capacity" shall mean that each such system shall maintain a plant having technical capacity for non-voice return communications.
- (k) "Cable mile" means linear mile of cable bearing strand. It does not include service drops, etc.

Section 3. Grant of Nonexclusive Authority.

(a) There is hereby granted by the County to the Grantee the right and privilege to construct, erect, operate and maintain, in, upon, along, across, above, over and under the streets, alleys, public ways and public places now laid out or dedicated, and all extensions thereof, and additions thereto, in the County, poles, wires, cables, underground conduits, manholes and other television conductors and fixtures necessary for the maintenance and operation in the County of a CATV system for the interception, sale and distribution of television and radio signals.

(b) The right to use and occupy said streets, alleys, public ways and places for the purposes herein set forth shall not be exclusive and the County reserves the right to grant a similar use of said street, alleys, public ways, and places, to any person at any time during the period of this franchise.

Section 4. Compliance with Applicable Laws and Ordinances.

The Grantee shall, at all times during the life of this franchise, be subject to all lawful exercise of the police power by the County and to such reasonable regulation as the County shall hereafter provide.

Section 5. Franchise Territory and Extension of Service.

(a) The franchise is operative within the present limits of the County and any new areas annexed during the franchise term.

When annexed, all facilities owned by Grantee shall be subject to the terms of the franchise.

(b) The Grantee shall construct its initial cable plant and begin transmission of its cable signals within six (6) months from date of this franchise and/or receiving all other permits and authorizations necessary to construct the plant, whichever should last occur. All construction plans including circuit diagrams (excluding service drops) shall be submitted to the County prior to commencing construction.

(c) Grantee shall initially construct its cable plant and extend its service to all areas of the County contiguous to its plant in which there are a minimum of twenty (20) homes or ten (10) subscribers per cable mile. Thereafter, Grantee shall extend its service to additional customers whenever it receives individual written requests, accompanied by payment of the Grantee's standard installation fee and payment for one (1) month's service from at least ten (10) subscribers per cable mile who are contiguous to the trunk line or distribution system of the Cable Television System of Grantee operated pursuant to this franchise. The extension of the service shall be completed within one hundred twenty (120) days of receipt of the written requests, and payment of all installation fees and one (1) month's service fees. All plans, including circuit diagrams but excluding service drops, shall be submitted to the County prior to commencing work on any service extensions.

(d) Upon receipt of a complaint from a group of potential subscribers, less in number and/or greater in distance from the trunk line than (b) above, the County Council may direct provision of service by the Grantee upon appropriate sharing of costs (by subscribers) of extending the service. Should the Council, subscribers and Grantee become deadlocked as to the appropriate division of costs, the matter shall be referred to arbitration pursuant to Chapter 47 of Title 15 of the South Carolina Code of Laws.

(e) The Grantee shall construct the system so as to provide service to all parts of the County having a density of at least twenty (20) homes per mile of cable length without the tendering of written requests as provided in (c) above.

Section 6. Liability and Indemnification.

(a) The Grantee shall pay, and by its acceptance of this franchise the Grantee specifically agrees that it will pay all damages and penalties which the County may legally be required to pay as a result of granting this franchise. These damages or penalties shall include, but shall not be limited to, damages arising out of copyright infringements and all other damages arising out of the installation, operation or maintenance of the

CATV system authorized herein, whether or not any act or omission complained of is authorized, allowed or prohibited by this franchise.

(b) The Grantee shall pay, and by its acceptance of this franchise specifically agrees that it will pay, all expenses incurred by the County in defending itself with regard to all damages and penalties mentioned in subsection (a) above. These expenses shall include all out-of-pocket expenses, including attorney fees, County attorney, his assistants, associates or any employees of the County.

(c) The Grantee shall maintain, and by its acceptance of this franchise specifically agrees that it will maintain throughout the terms of this franchise liability insurance insuring the County and the Grantee with regard to all damages mentioned in subparagraph (a) above in the minimum amounts of

- (1) \$150,000.00 for bodily injury or death resulting from any one (1) accident.
- (2) \$200,000.00 for property damage resulting from any one (1) accident.
- (3) \$400,000.00 for all other types of liability.

(d) The Grantee shall maintain, and by its acceptance of this franchise specifically agrees to maintain throughout the term of this franchise a performance and surety bond from a reputable company to the County in the amount of TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS conditioned that the Grantee shall well and truly observe, fulfill and perform each term and condition of this franchise and that in the case of any breach of condition, then there shall be recoverable, jointly and severally, from the principal and surety, any damage or loss or costs suffered or incurred by the County as a result thereof, including lost revenues of the County approximately resulting from the failure to well and faithfully observe and perform any provision of this franchise. The Grantee may be released from the within obligation to maintain a performance and surety bond by approval of the County Council by resolution after a period of three (3) years upon reasonable proof to said Council that performance has been completed. Such termination shall not be unreasonably withheld.

(e) The insurance policy and bond obtained by the Grantee in compliance with this section must be filed with the Council and such insurance policy and bond, along with written evidence of payment of required premiums, shall be filed and maintained with the Supervisor during the term of this franchise.

Section 7. Color Television.

The facilities used by the Grantee shall be capable of distributing color television signals, and when the signals the Grantee distributes are received in color they shall be distributed in color where technically feasible.

Section 8. Signal Quality.

The Grantee shall:

(a) Produce a picture, whether in black and white or in color, that is undistorted, free from ghost images, and accompanied with proper sound on typical standard production television sets in good repair and as good as the state of the art allows;

(b) Transmit signals of adequate strength to produce good pictures with good sound at all outlets without causing cross-modulation in the cables or interfering with other electrical or electronic systems;

(c) Limit failures to a minimum by locating and correcting malfunctions promptly, but in no event longer than twenty-four (24) hours after notice;

(d) Notify subscribers affected twenty-four (24) hours prior to any planned interruption of service;

(e) Demonstrate by instruments and otherwise to subscribers that a signal of adequate strength and quality is being delivered;

(f) The Company shall maintain a written log listing the full details of the following types of complaints:

(1) Requests for service;

(2) Complaint of poor service quality; except, however, service quality complaints received during blanket outages;

(3) Complaints related to bills sent to subscribers.

This complaint log shall be indexed by street address and a full record of any subscriber complaint filed in the preceding two (2) calendar years (excluding the year of the request) shall be furnished to requesting Council members within five (5) days of their request.

Section 9. Operation and Maintenance of System.

(a) The Grantee shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest time possible. Such interruptions insofar as possible shall be preceded by notice and shall occur during periods of minimum use of the system.

(b) The Grantee shall maintain an office within the County and with a toll free telephone number available to all residents of the County, which shall be open during all usual business hours, having a listed telephone, and be so operated that complaints and requests for repairs or adjustments may be received at any time.

Section 10. Carriage of Signals.

The Grantee shall receive and distribute television and radio signals which are disseminated to the general public without charge by broadcasting stations licensed by the Federal Communication Commissions. All FCC regulations shall be complied with regarding the carriage of the programming of any existing or future television broadcasting station which covers the County of Oconee in its principal broadcasting area.

Section 11. Program Alteration.

All programs of broadcasting stations carried by the Grantee shall be carried in their entirety as received, with announcements and advertisements and without additions.

Section 12. Service to Public Buildings.

The Grantee shall provide a connection to each County owned or leased building contiguous to the Grantee's main trunk line upon request by the County and at no cost to it or any public agency. The Grantee will, at its election, provide similar services without cost to accredited educational institutions including private, parochial or other religious schools.

Section 13. Emergency Use of Facilities.

In the case of an emergency or disaster, the Grantee shall, upon request of the County and/or its designees, make available its facilities to the County for emergency use during the emergency or disaster period. The facility to be made available for the County during the emergency or disaster situation shall be conveniently located for its use during these conditions. The Grantee shall be held harmless from any liability or damage occurring during the County's emergency use of the Grantee's system as provided in this paragraph which arises as a result of the negligence of officers or agents of the County.

Section 14. Other Business Activities.

(a) Neither the Grantee hereunder nor any shareholder of the Grantee shall engage in the business of selling, repairing or installing television receivers, radio receivers or accessories for such receivers within the County during the term of this franchise; and the Grantee shall not allow any of its shareholders to so engage in any such business.

(b) This franchise authorizes only the operation of a CATV system as provided for herein, and does not take the place of any other franchise, license or permit which might be required by law of the Grantee.

Section 15. Safety Requirements.

(a) The Grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

(b) The Grantee shall install and maintain its wires, cables, and fixtures and other equipment in accordance with the requirements of the NATIONAL ELECTRIC CODE.

(c) All structures and all lines, equipment and connections in, over, under and upon the streets, sidewalk, alleys and public ways or places of the County, wherever situate or located, shall at all times be kept and maintained in a safe, suitable, substantial condition and in good order and repair.

(d) The Grantee shall maintain a force of one (1) or more agents or employees at all times and shall have sufficient employees to provide safe, adequate and prompt service for its facilities.

Section 16. New Developments.

It shall be the policy of the County liberally to amend this franchise, upon application of the Grantee, when necessary to enable transmission of television and radio signals which will afford it an opportunity more effectively, efficiently or economically to serve its customers; provided, however, that this Section shall not be construed to require the County to make any amendment or to prohibit it from unilaterally changing its policy stated herein.

Section 17. Conditions on Street Occupancy.

(a) All transmissions and distribution structures, lines and equipment erected by the Grantee within the County shall be

located as to cause minimum interference with the proper use of the streets, alleys and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of the said streets, alleys or other public ways and places.

(b) In the event the relocation, construction, reconstruction, maintenance or repair by the County of any street, alley, lane or other public place, or any of its sewers or gas or water mains, or electric, fire alarm, police communication or traffic control facilities or any part thereof, or in the event access to any street, alley, lane or other public place to or from any property of the County is required, and it is necessary to move, alter, or relocate, either permanently or temporarily, any of the Grantee's poles, wires, electrical conductors, conduits, subways, manholes, fixtures, appliances and appurtenances, or any parts thereof, upon notice from the County the Grantee will immediately move, alter, or relocate such poles, wires, electrical conductors, conduits, subways, manholes, fixtures, appliances or appurtenances, or any parts thereof, at no cost to County. In the event Grantee fails to move, alter or relocate its poles, wires, electrical conductors, conduits, subways, manholes, fixtures, appliances or appurtenances as required within a reasonable time as solely determined by County, then the County may effect the removal, alteration and/or relocation of same without liability to the Grantee for any and all damages resulting from such removal, alteration or relocation and Grantee shall immediately reimburse County for any and all costs incurred.

(c) The Grantee shall place its cables, wires or other like facilities underground as may be required by the provisions of law of the State of South Carolina, the Ordinances and Resolutions of the County, and as they may be amended, any pertinent subdivision restriction, and the applicable section of the NATIONAL ELECTRIC CODE as revised during the life of the franchise. In the event it is necessary to cut a County roadway surface in order to install or repair Grantee's cable underground, Grantee shall, prior to cutting the roadway, obtain the written permission of the Supervisor of the County. Grantee shall also be solely responsible for all costs incurred in the repairing and restoring of the roadway to its pre-existing condition once the installation or repair of its underground cable is completed.

(d) Any poles or other fixture placed in any public way by the licensee shall be placed in such manner as not to interfere with the usual travel on such public way.

(e) The Grantee shall, on the request of any person holding a building moving permit issued by the County temporarily raise or lower its wires to permit the moving of buildings. The

expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same, and the Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.

Section 18. Preferential, Discriminatory and Unfair Practices Prohibited.

(a) The Grantee shall not, as to rates, charges, service, service facilities, rules, regulations or in any other respect, make or grant any undue preference or advantage to any person nor subject any person to prejudice or disadvantage.

(b) Grantee shall not engage in any act or practice with or against other CATV franchisees operating within the County that is in any way detrimental to the ability of any customer or consumer to receive CATV service. This prohibition includes, but is not limited to, the renting or leasing of space on the poles of public or private utility companies or electric cooperatives without actually intending to provide and/or providing service within a reasonable time to the customers or consumers within the area or immediate vicinity in which rented or leased poles are located.

Section 19. Removal of Facilities Upon Request.

Upon termination of service to any subscriber, the Grantee shall promptly remove all its facilities and equipment from the premises of such subscriber upon his request and without charge.

Section 20. Transfer of Franchise.

The Grantee shall not transfer this franchise to another person or entity without prior approval of the County by Ordinance. Such approval shall not be arbitrarily withheld.

Section 21. Compliance with Federal Rules and Regulations.

All Federal Communication Commission rules and regulations, both present and future changes, shall be complied with. Any modification of the provisions of this section resulting from amendment by the Federal Communication Commission shall be incorporated into the franchise within one (1) year of adoption of the modification or at the time of the franchise renewal, whichever occurs first.

Section 22. Filings and Communications with Regulatory Agencies.

Copies of all petitions, applications and communications submitted by the Grantee to the Federal Communication Commission,

Securities and Exchange Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters affecting CATV operations authorized pursuant to this franchise shall also be submitted simultaneously to the Council by filing with the Council Clerk.

Section 23. Powers Retained by the County.

This franchise is granted pursuant to Article 8, Section 25 of the Constitution of South Carolina and Sections 4-9-30(11) and 58-12-30 of the South Carolina Code of Laws, 1976 as amended, and is subject to all franchises and permits heretofore granted by the Council to use the streets, alleys, lanes and public places of the County by public utility or public service corporations. It is not intended by the grant of this franchise to abridge the exercise of the police power heretofore or hereafter granted to the County by the General Assembly. The grant of this franchise is subject to all Ordinances and Resolutions of the Council as the same now exists or may be hereafter amended, revised or modified in the lawful exercise of the police power or in the lawful exercise of any other power granted to the County by the General Assembly.

Section 24. County Rights in Franchise.

(a) The right is hereby reserved to the County or the Council to adopt, in addition to the provisions contained herein and in existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power; provided, that such regulations, by Ordinance or otherwise, shall be reasonable and not in conflict with the rights herein granted.

(b) The County and any member of Council shall have the right to inspect the books, records, maps, plans, income tax returns and other like materials of the Grantee at any time during normal business hours.

(c) The County shall have the right, during the life of this franchise, to install and maintain upon the poles of the Grantee any wire and pole fixtures necessary for a police alarm and/or emergency alert system, on the condition that such wire and pole fixtures do not interfere with the CATV operations of the Grantee.

(d) The County shall have the right to inspect and enforce compliance of all construction or installation work performed subject to the provisions of this franchise and make such inspections as it shall find necessary to insure compliance with the terms of this franchise and other pertinent provisions of law.

(e) At the expiration of the term for which this franchise is granted, or upon its termination and cancellation, as provided for herein the Council shall have the right to require the Grantee to remove at its own expense all portions of the CATV system from all public ways within the County.

(f) At the expiration of the term for which this franchise is granted, or upon its termination and cancellation, as provided herein, the County, at its election, and upon the payment of fair market value to the Grantee, shall have the right to purchase and take over the CATV system in its entirety. The above price shall not include, and the Grantee shall not receive, anything for the valuation of any right or privilege appertaining to it under this franchise. Upon the exercise of this option by the County and its service of an official notice of such action upon the Grantee within thirty (30) days prior to said expiration or termination and cancellation, the Grantee shall immediately upon receipt of the purchase price, transfer to the County possession and title to all facilities and property, real and personal, to the CATV business, free from any and all liens and encumbrances not agreed to be assumed by the County in lieu of some portion of the purchase price set forth above; and the Grantee shall execute such warranty deeds or other instruments of conveyance to the County as shall be necessary for this purpose. Provided, however, that the County shall have the right unilaterally to increase the purchase price provided for above, should it so elect, by an Ordinance amendatory hereto. But such right shall not be construed as giving the Grantee a right to any price in excess of that set forth above.

(g) After the expiration of the term for which this franchise is granted, or after its termination and cancellation, as provided for herein, the Council shall have the right to determine whether the Grantee shall continue to operate and maintain the CATV system pending the decision of the Council as to the future maintenance and operation of such system.

Section 25. Rights of the Grantee.

(a) The Grantee shall have the right to construct, erect, operate and maintain in, on, along, across, above, over and under the streets, alleys, lanes and public places of the County, poles, wires, cables, underground conduits, manholes and other conductors and fixtures necessary for the maintenance and operation in the County of Cable Television System at such locations as are reasonably suitable and convenient for the purposes of the Grantee and the County, subject to the lawful exercise of the police power heretofore or hereafter granted to the County by the General Assembly of the State of South Carolina.

(b) The Grantee shall have the right to maintain and operate, subject to the provisions, terms, conditions and limitations prescribed in this franchise and subject to the lawful exercise of the police power heretofore or hereafter granted to the County by the General Assembly, a Cable Television System as hereinbefore and hereinafter defined on the day this franchise becomes in force and effect.

(c) When mutually determined to be necessary for the purpose of public safety, the Grantee shall erect, install and maintain on its poles, wires, cables, underground conduits, manholes and other conductors and fixtures necessary for the maintenance and operation in the public places of the County such devices to appraise or warn persons using the streets, alleys, lanes and public places of the existence of such poles, wires, cables, underground conduits, manholes and other conductors and fixtures necessary for the maintenance and operation in the county of its Cable Television System as shall be from time to time prescribed or approved by the department or agency of the County as shall be designated for the purpose by the Council.

(d) The Grantee shall have the right to remove, trim, cut and keep clear of its poles, wires, cables, underground conduits, manholes and other conductors and fixtures necessary for the maintenance and operation in the County of a Cable Television System, the trees in and along the streets, alleys, lanes, and other public places of the County but in the exercise of such right, the Grantee shall not cut or otherwise injure said trees to any greater extent than is reasonably necessary for the erection, installation, maintenance, and use of such poles, wires, cables, underground conduits, manholes and other conductors and fixtures necessary for the maintenance and operation in the County of a Cable Television System.

(e) The Grantee in exercise of any right granted to it by this franchise shall reconstruct, replace, restore or repair any street, alley, lane or public place and any sewer, gas or water main or pipe or electric, fire or emergency alarm, police communication or traffic control facilities of the County, which may be damaged, distributed or destroyed by the exercise of any such right, in a manner, with such materials, and to the satisfaction of such departments or agency of the County as shall be designated by the Council. The County shall reserve the right to determine whether the Grantee has properly complied with the provisions of this paragraph (e) and in the event it is determined that the Grantee has failed to do so, the County shall have the right to carry out such provisions, and the Grantee shall reimburse the County in full for all expenses incurred by the County in carrying out all or part of such provision.

(f) The Grantee agrees that the provisions, terms, conditions and limitations prescribed in this franchise shall be

applicable in all respect to the use of streets, alleys, lanes and public places situated in any territory at any time annexed to the County or which may otherwise at any time become a part of the County through extension of its boundaries, and to the acquisition, erection, maintenance and use for the said purpose of the Grantee, of poles, towers, wires, appliances, conduits, subways, manholes, cable fixtures, facilities, and appurtenances of the Grantee in such streets, alleys and public places and the Grantee shall have the same rights and privileges with respect thereto as are granted by this franchise for the use of streets, alleys, lanes and public places of the County, regardless of the provisions of any franchise or other authority, public, or private granted by any city, town or municipality within the County or by any deed or other instrument; and the right and privilege to use such streets, alleys, lanes and public places and to acquire, erect, maintain and use such property in such streets, alleys, lanes and public places shall expire or terminate with the expiration or termination of this franchise.

Section 26. Maps, Plats, Reports and Inspection of Records.

(a) The Grantee shall furnish to the County maps, plats, plans and circuit diagrams (excluding service drops) of its system prior to construction of any of its facilities and at such other times as County may request.

(b) The Grantee shall file annually with the Supervisor and Council not later than sixty (60) days after the end of the Grantee's fiscal year, a copy of its report to its stockholders (if it prepared such a report), an income statement applicable to its operations during the preceding twelve (12) months' period, a letter prepared or approved by a certified public accountant attesting to the net worth of the Grantee as of close of the immediately preceding fiscal year and such other reasonable information as the Council shall request with respect to the Grantee's properties and expenses related to its CATV operations within the County.

(c) The Grantee shall keep on file with the Council Clerk and Supervisor a current list of its shareholders and bondholders.

(d) Notwithstanding any other provisions of this Ordinance, and upon request, the duly appointed representative of Council may inspect and/or copy any and all books and records, reports, financial statements, complaint log, etc. of Grantee at Grantee's place of business in Oconee County, South Carolina, between the hours of 9:00 a.m and 5:00 p.m., Monday through Friday and at such other times as the County and Grantee may mutually agree. All information inspected and/or copied shall be kept confidential except as is necessary to process a consumer

(d) Notwithstanding the County's right to terminate the franchise as set forth herein and in addition thereto, the County may, in its sole discretion, elect to impose monetary penalties or assessments upon the Grantee for material violations or breaches of the franchise. In the event County does impose penalties or assessments, it shall do so as follows: In the event the County suspects a material violation or breach by Grantee of any of the terms and conditions of this ordinance, the County shall notify the Grantee in writing of the alleged breach or violation and Grantee shall have thirty (30) days after receipt of the notification to correct such violations and/or breach or furnish proof satisfactory to the County that no violation or breach has occurred. Grantee's failure to respond to the allegation(s) within the thirty (30) day period shall be conclusively presumed to be an admission by Grantee that the alleged breach or violation has, in fact, occurred and shall subject Grantee to the penalties and/or assessments hereinafter set out. In the event Grantee responds to the allegation(s), the County shall consider all information presented, the circumstances, natural disasters, acts of God, etc. which are relevant and shall, within thirty (30) days, notify Grantee of its findings. If it is determined that a violation or breach has occurred, the County may assess a penalty or assessment of FIFTY AND NO/100 (\$50.00) DOLLARS for each day that the violation or breach has existed and shall continue to exist and shall notify the Grantee of such penalty and/or assessment. Failure of Grantee to pay any and all penalties and/or assessments within ten (10) days of receipt of a bill for same shall be deemed to be a forfeiture by Grantee of this franchise.

(e) The County reserves the right to terminate this franchise based upon any of the following. Should the Grantee:

- (1) Become insolvent, refuse to pay its debts or is adjudged bankrupt.
- (2) Fail to implement the provisions or responsibilities of this ordinance, or practice fraud or deceit upon the County.
- (3) Fail to have at least thirty (30%) percent of the system in operation within one (1) year after receipt of the necessary government approvals.
- (4) Fail to file for right of way clearances, FCC certificate of compliance, and other necessary clearances within sixty (60) days of the date of award of this franchise.
- (5) Fail to maintain system performance within FCC rules, standards, and system specifications as herein described, whichever may be higher.

(f) If this franchise is terminated by reason of the Grantee's default or expires, that part of the system located on the public ways may either become the property of the County, if so elected, at a cost not to exceed the fair market value then prevailing; or removed or relocated by the County at the cost of the Grantee. In the event of a disagreement relative to the price of said property, the County shall appoint an arbitration committee involving a third party for the final resolution.

Section 29. County's Right to Intervention.

The Grantee agrees not to oppose intervention by the County in any suit or proceeding to which the Grantee is a party.

Section 30. Further Agreement and Waiver by Grantee.

The Grantee agrees to abide by all provisions of this franchise and further agrees that it will not at any future time set up as against the County or Council the claim that the provisions of this franchise are unreasonable, arbitrary or void.

Section 31. Duration and Acceptance.

The franchise, right and privilege is hereby granted to establish, maintain and operate in the County, a cable television system upon the condition that within sixty (60) days after the date of the passage of this ordinance the Grantee shall file with the Supervisor and Council Clerk its unconditional acceptance of this franchise and promise to comply with and abide by its provisions, terms and conditions. Such acceptance and promise shall be in writing duly executed and sworn to, by or on behalf of the Grantee before a notary public or other officer authorized by law to administer oaths; provided, however, that should the Grantee fail to comply with the latter prescribed filing of acceptance, the Grantee shall acquire no right, privileges or authority under this franchise whatever.

Section 32. Erection, Removal and Common Use of Poles.

(a) No location of any pole or wire-holding structure of the Grantee shall be a vested interest and such poles or structures shall be removed or modified by the Grantee at its own expense whenever the Council determines that the public convenience would be enhanced thereby.

(b) Where poles or other wire-holding structures already existing for use in serving the County are available for use by the Grantee, but it does not make arrangements for such use, the County may require the Grantee to use such poles and structures if it determines that the public convenience would be enhanced

thereby and the terms of the use available to the Grantee are just and reasonable.

(c) Where the County or a public utility serving the County desires to make use of the poles or other wire-holding structures of the Grantee but agreement therefor with the Grantee cannot be reached, the County may require the Grantee to permit such use for such consideration and upon such terms as the Council shall determine to be just and reasonable, if the County determines that the use would enhance the public convenience and would not unduly interfere with the Grantee's operations.

Section 33. Channels.

(a) The system shall be engineered, installed and maintained, operated and equipped to, at all times, meet FCC rules and standards.

(b) The system shall be designed and equipped so as to provide:

(1) A minimum of twelve (12) channels of TV down stream programming signals and three (3) channels of up stream capability for local origination broadcasts.

(2) Provide FM broadcast service.

(3) Two-way technical capability as set forth in Section 2J above.

(4) One (1) alpha numeric channel for government and public use at the office of the Grantee currently located at the address set forth on the attached Schedule A (which may be changed from time to time by notice to the Council).

Section 34. Separability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 35. Ordinances Repealed.

All ordinances or parts of ordinances in conflict with provisions of this ordinance are hereby repealed.

STATE OF SOUTH CAROLINA)
)
COUNTY. OF OCONEE)

VEHICLE LEASE

WHEREAS, OCONEE COUNTY, hereinafter referred to as Lessor and the Oconee County Humane Society, hereinafter referred to as Lessee entered into an agreement dated the 30th day of May, 1991, concerning the operation of the Oconee County Animal Shelter; and

WHEREAS, as part and parcel of said agreement the parties agreed to enter into a lease agreement for vehicles to be used by the Lessee in the fulfillment of the terms of said agreement.

NOW, THEREFORE, in consideration of the fulfillment of the terms of said agreement and the sum of \$1.00, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. DESCRIPTION: The Lessor does hereby lease unto the Lessee, the vehicles as set forth and delineated in Schedule A, a copy attached hereto and incorporated herein.

2. TERM: The term of this lease is to coincide with the length of the agreement entered into with the parties as above referenced.

3. INSURANCE: The Lessee shall insure the vehicles to include comprehensive and liability coverage with limits of \$250,000.00 per person and \$500,000.00 per occurrence.

4. MAINTENANCE: The Lessee will maintain said vehicles with the funds allotted by appropriation as provided for in the agreement above referenced.

5. HOLD HARMLESS: The Lessee will hold harmless, indemnify, and defend the Lessor from any and all actions, claims, and cause of actions, arising from the operation of said vehicles.

6. ASSIGNMENT: This lease shall not be assignable by the Lessee without prior written consent of the Lessor.

IN WITNESS WHEREOF, the parties have caused the Lease to be executed by their duly authorized officers and officials this ___ day of July, 1994.

WITNESS:

WITNESS:

LESSOR:

OCONEE COUNTY

BY: _____

Norman Crain, Chairman
Oconee County Council

LESSEE:

OCONEE COUNTY HUMANE SOCIETY

BY: _____

BY: _____

SCHEDULE A

One (1) 1986 Ford F150 Pickup bearing the Vehicle Identification Number of #1FTCF15Y4GNB34278.

One (1) 1993 Ford F150 Pickup bearing the Vehicle Identification Number of #1FTEF15Y7PNB18245.

Remarks before the Oconee County Council

Don Fraser August 2, 1994

Dr. Byars sends his regards and his regrets that he was unable to return in time for this meeting.

I trust you now have the information you require in order to make a decision about Eagle Ridge. As best I can tell, the property owners are reluctantly willing to sign the Consent Order and Releases that have been prepared. This is assuming, of course, that no new hookers have been added since we last saw them. I say reluctantly because they contain some punitive restrictions that are in no way related to air safety, and which we can only take as personal insults.

Let me quickly add that this is apparently the work of Case and Cain (and maybe Crain). It is our understanding that the voting members of this Council did not write the restrictions.

Also we apologize to the individual voting members of this Council if any of the media coverage has caused any personal discomfort. Although no one controls the press, we are sorry that our controversy has attracted their attention.

As we see it, the procedure for concluding this matter is:

1. Get the releases to our lawyers for review well prior to the 18th, so they may suggest wording revision if necessary.
2. Mr. Crain and Mr. Willamon sign the Consent Order at the direction of this Council. We hope that you will instruct Lawyer Cain to word the Resolution that you vote on at the August 18th meeting such that it will clearly direct Mr. Crain and Mr. Willamon to sign the Consent Order.
3. Delivery of the Consent Order to the Presiding Judge for his signature.
4. Record and index the Consent Order at the Court House, as it specifies.
5. Notify the South Carolina Division of Aeronautics to have the traffic pattern changed.

We hope you will direct your Chairman, Mr. Crain, to accomplish each of these tasks with no delay. Your help in seeing that the above steps are expedited will be greatly appreciated.

We will see you on August 18th.

		Finling Foods, Inc.		Intrusion Food House		Sysco	
		Unit	Amount	Unit	Amount	Unit	Amount
15	cr	Old carrots	6-10# cans	12.87	173.05	14.00	14.97
16	cr	Crushed Pineapples	5-10# cans	14.60		15.70	13.66
17	cr	Mixed berries	5-10# cans	22.15		21.60	22.00
18	cr	Chocolate pudding	5-10# cans	18.55	173.56	18.00	19.04
19	cr	Vanilla pudding	6-10# cans	18.52	173.54	18.24	19.17
20	cr	Hotting chili	6-10# cans	25.30	218.30	26.50	25.62
21	cr	Mashed peas	12-5# cans	27.66		28.48	25.24
22	cr	Mixed vegetables	6-10# cans	15.24	22.88	15.95	15.24
23	cr	Sweet Green peas	6-10# cans	19.21		18.80	19.33
24	cr	Hot and spicy	6-10# cans	16.45		16.35	17.56
25	cr	Onion ground	6-10# cans	13.24		12.20	16.90
26	cr	White kernel corn	10# cans	20.66	174.55	23.21	24.54
27	cr	Green split corn	5-10# cans	20.15		21.20	20.70
28	cr	Green beans	5-10# cans	10.54	180.24	14.86	16.32
29	cr	Spices	5-10# cans	16.57	177.38	13.82	18.11
30	cr	But yellow squash	5-10# cans	14.83	178.64	17.00	16.55
31	cr	Sliced beets	5-10# cans	12.71	16.24	12.42	16.16
32	cr	Hot potatoes flakes	6-10# cans	17.26	157.80	18.07	21.12
33	cr	Yellow hominy	6-10# cans	11.30		8.86	10.20
34	cr	Chili and potatoes	6-10# cans	16.43		15.47	18.63
35	cr	Dried kidney beans	5-10# cans	13.27	130.24	12.65	14.08
36	cr	Instant pasta	5-10# cans	18.95		18.75	13.74
37	cr	Peas and tomatoes	5-10# cans	17.88		18.40	11.50
38	cr	Ketchup (Hot)	6-10# cans	17.25		17.70	16.26
39	cr	Tomato paste	6-10# cans	22.27		22.30	22.56
40	cr	Tomato sauce	6-10# cans	13.76		14.78	15.45
41	cr	Grape jelly	6-10# cans	24.20		24.60	24.20
42	cr	Apple jelly	6-10# cans	24.50		24.70	24.70
43	cr	Apple butter	6-10# cans	22.67		22.30	24.76
44	cr	Apple sauce	5-10# cans	13.51	100.65	15.50	19.34
45	cr	Sliced apples	6-10# cans	17.93	161.28	21.30	19.26
46	cr	Crabapple sauce	6-10# cans	24.78		22.61	27.11
47	cr	App. w/ pineapple	5-10# cans	18.12		17.31	15.70
48	cr	Cherry filling	5-10# cans	20.63		20.50	20.45
49	cr	Lime beans	6-10# cans	16.73	173.73	14.81	19.46
50	cr	Washroom gloves	8-10# cans	22.02		22.00	24.05
51	cr	Shredded salt	5 lb	1.21	\$40	1.20	1.20
52	cr	Black chili powder	5 lb	15.88	\$278	18.24	20.25
53	cr	Garlic powder	5 lb	13.89	40.17	14.00	13.84
54	cr	Hot cinnamon	5 lb	16.78		16.50	20.11
55	cr	Baking cinnamon	5 lb	17.8		14	25.62
56	cr	Yoga	8 lb	5.17		3.14	5.53
57	cr	Red black pepper	6 lb	17.24		10.55	25.40
58	cr	Baking powder	10#	44.25		10.45	40.90
59	cr	Baking soda	24-1 lb box	9.64	19.28	12.4	12.50
60	cr	Shower caps	20 lb	12.61	12.61	11.50	17.50
61	cr	Sugar	50 lb bag	15.20	15.20	17.00	14.86
					1,257.47		1,603.47

C. M. ...

		Katering Foodservice, Inc.		Institution Food House		Guests	
		Unit	Amount	Unit	Amount	Unit	Amount
3	ct	1-Hatch egg	1000	ct	12.05	13.84	
3	bag	Onion M. Amherst 2-10	5.00	ct	2.75	3.85	
8	ct	Red sugar cookies 2000	7.10	4 x 100	8.50	7.77	
11	ct	Red pepper packets 5000	11.8		11.8	2.75	7.05
5	bag	Salt flat 25 lb	5.25		5.50	2.41	
4	ct	Vanilla flavoring 4 gal	2.10		2.50	2.4	5.00
4	ct	A-1 Steak sauce 12-10	34.95		38.5	27.74	12.21
	ct	Onion salted butter 12-10	1.05		2.75	21.28	43.24
15	ct	Red curry mayo 4-1 gal	13.25	204.25	13.25	11.12	
	ct	Parmesan cheese 12-10	42.55		4.0	11.10	33.45
2	ct	Lemon dressing 4-1 gal	18.75		18.75	21.74	
5	ct	Thousand island dressing 4-1 gal	18.08	528.45	17.11	21.05	
1	ct	Ricely barbecue sauce 4-1 gal	12.75	52.14	13.55	5.77	
1	ct	Hot sauce 24-6	11.75		10.75	21.10	
3	ct	Mayo 4 gal	5.35	16.05	7.10	5.1	
17	ct	Lettuce A. Waltham 24-6	20.70		17.75	18.81	
4	ct	Shred 4-1 gal	8.55		5.75	2.9	
4	ct	Sweet milk 4-1 gal	11.49	59.76	14.80	15.24	
10	ct	Lemon Tilled 4-8 1/2 gal	8.15		4.0	22.96	22.96
10	ct	Vanilla 4-1 gal	11.0		11.0	12.84	21.84
2	ct	White oil 4-1 gal	6.14		3.25	5.8	
	ct	Red wrapped salt 500 2 gal	10.75		11.0	11.0	
2	box	Hot line 20 lb box	15.30		15.30	11.20	54.60
2	box	DT black oval peas 20 lb	16.03		11.21	11.11	27.32
1	box	Dry pinto beans 20 lb	11.68		11.12	11.54	11.54
1	box	Hot Northern Beans 20 lb	12.18	9.144	11.11	12.61	
7	box	Egg noodles 13 lb	11.8		11.4	12.1	23.56
20	ct	Egg whites 4-1 lb bag	13.44		12.38	11.00	38.82
5	ct	Soft marg 4-1 lb bag	34.67		14.16	14.1	48.75
5	ct	Cheese mix 5-32 oz bags	48.95		55.23	57.82	
7	ct	Chicken grave mix 11-12 oz bag	28.33		35.17	37.78	
4	ct	Hot sauce mix 8-32 oz bag	24.62	6.142	16.85	17.65	24.40
7	ct	John 12-14 oz pack	19.72		15.50	13.75	16.11
10	ct	Vanilla 24-6	2.14	6.140	4.44	1.73	
11	ct	Vanilla 12-12	21.80		23.44	21.70	13.927
1	bag	Onion 12-12	12.04		6.50	5.28	
1	bag	Rice 25 lb bag	11.75		10.24	7.62	43.30
6	bag	Macaroni 12 lb	12.24	75.44	11.4	7.10	
8	box	Spaghetti 10 lb	12.40	71.40	11.6	4.63	
7	ct	Corn starch 24-6	11.50		4.70	7.24	38.52
2	bag	Shredded Cheddar 10 lb bag	11.82		11.15	12.25	24.50
10	box	Inst Amer Cheese slice 10 lb	32.04	420.70	27.75	31.14	
1	ct	Keep ynced (Cheddar) 1-20 lb	11.8	137.14	11.30	12.76	
10	ct	Inst Amer cheese block 5-10 lb	12.05	46.10	11.57	11.4	
1	pkt	Dill pickle strips 5 gal	8.83		9.00	11.71	43.30
1	ct	Dill pickle dips 5 gal	11.68		10.65	11.4	
5	ct	Apple juice 12-28 oz	14.0		22.40	22.63	10.62

1312.75 108.20 1420.95

Food list for 1111 July 26, 1984
 Old 894-03 Waltham, SC 2:00 p.m.

Green Hill
 Paper Co.

		Learning Foodservice, Inc.		Institution Food House		S&W	
		Unit	Amount	Unit	Amount	Unit	Amount
5	cs	Orange juice cans 12-36 oz	20.34	10.17	20.34	20.34	117.70
1	cs	Tomato juice 48-6 oz cans	13.35	13.35	13.35	13.35	
5	cs	Orange juice 48-6 oz cans	15.25	15.25	15.25	15.25	
3	cs	Apple juice 48-6 oz cans	15.00	15.00	15.00	15.00	
23	cs	Coffee 12-36 oz cans	21.44	21.44	21.44	21.44	150.45
15	cs	Tea 12-36 oz bags	22.14	22.14	22.14	22.14	
30	cs	Soft drink powder 25 lb	1.00	210.00	5.00	5.00	
25	cs	Soft drink powder 25 lb	1.00	210.00	5.00	5.00	
20	cs	Flour 25 lb	5.00	4.00	20.00	20.00	
2	cs	Wheat flour 50 17.5 oz bags	21.00	33.33	20.00	20.00	50.00
10	cs	Flour 25 lb	10.00	10.00	10.00	10.00	
18	cs	Chicken eggs 6 3 lb bags	18.00	11.50	200.00	10.00	
4	cs	Frozen potato rounds 8-2 lb bags	15.00	15.00	15.00	15.00	50.00
2	cs	1/2 cut green peppers 8-2 lb bags	15.00	15.00	15.00	15.00	10.00
2	cs	1/2 cut green peppers 8-2 lb bags	15.00	15.00	15.00	15.00	10.00
30	cs	1/2 cut frozen fries 8-5 lb bags	10.00	10.00	10.00	10.00	20.00
20	cs	Sliced bacon 10 lb box	16.00	14.00	11.00	11.00	20.00
18	cs	Sausage patties 10 lb box	12.00	12.00	12.00	12.00	
10	cs	Ground beef 10 lb bag	15.00	15.00	20.00	20.00	
7	cs	Chicken 1/2 lb 6 pk 40 pack	16.00	90.00	18.00	18.00	
15	cs	Gal turkey patties 40 ct bag	20.00	20.00	20.00	20.00	
24	cs	Turkey fruits 10 lb bag	10.00	10.00	10.00	10.00	
12	cs	Two 6lb water 6-4 lb cans	20.00	20.00	20.00	20.00	10.00
10	cs	Water 20 17.5 oz	10.00	10.00	10.00	10.00	
4	cs	Ground beef 8-10 lb bag	15.00	15.00	15.00	15.00	
7	cs	Ground beef 8-10 lb bag	15.00	15.00	15.00	15.00	
25	cs	Ground beef 8-10 lb bag	15.00	15.00	15.00	15.00	
25	cs	French fries 40 ct	11.00	21.00	21.00	21.00	10.00
15	cs	Med wt plastic spoons 1000 ct	6.00	6.00	6.00	6.00	
12	cs	Med wt plastic forks 1000 ct	6.00	6.00	6.00	6.00	
10	cs	Med wt plastic knives 1000 ct	6.00	6.00	6.00	6.00	
6	cs	High City plastic wrap 10x2000	5.00	10.00	10.00	10.00	10.00
10	cs	High City plastic wrap 12x2000	4.00	8.00	8.00	8.00	10.00
4	cs	High City aluminum foil 18x300	20.00	20.00	20.00	20.00	10.00
7	cs	High City aluminum foil 12x1000	10.00	10.00	10.00	10.00	10.00
3	cs	Coffee 7 items 2-36 oz	7.00	7.00	7.00	7.00	12.00
8	cs	Green scrubbing pads 60 ct	4.00	4.00	4.00	4.00	
25	cs	Oil 1 gallon 1 pk 8 gal	6.00	6.00	6.00	6.00	
20	cs	Sucralose 12 ct	1.00	1.00	1.00	1.00	10.00
2	cs	Brown paper bags 500 5lb bags	6.00	6.00	6.00	6.00	
6	cs	Paper plates 12-100 ct	15.00	15.00	15.00	15.00	
2	cs	Paper cups 12-100 ct	10.00	10.00	10.00	10.00	10.00
4	cs	High City wax 25 lb bag	4.00	4.00	4.00	4.00	10.00
12	cs	Vanilla wa' wa 4 lb box	7.00	7.00	7.00	7.00	
3	cs	Hotter sauce 4-1 gal	20.00	20.00	20.00	20.00	
8	cs	Sanitax tablets 8 100 ct	5.00	5.00	5.00	5.00	
5	cs	Sanitize test kit	4.00	4.00	4.00	4.00	

Handwritten notes and signatures on the right side of the page.

1,812.36 3,184.14

Food Unit for L&S

July 26, 1988

File #94-03

Walhalla, SC

2:00 p.m.

Greenleaf Paper Co.

		Fleming Feed Service, Inc.		Instruction Feed Horse		System	
		Unit	Amount	Unit	Amount	Unit	Amount
6	20	Tomato juice (over 12-40 gal)	10.00	15.51	1.24	11.37	
8	20	Dist. tomato (6-100 cont)	14.18	42.54	16.59	16.61	
6	20	Dist. peeled tomatoes 20-2	32.85	140.80	4.00	34.87	
				200.47			
Subtotal				1,100.45		4,210.61	10,150.00
del. handling				354.17		2,123.33	6,016.68
Inland total				1,454.62		6,333.94	16,166.68

Bid No. 94-03
 (Use this number on envelopes and all related correspondence.)

OCCONEE COUNTY PURCHASING DEPARTMENT
 (MA) 208 BOOKER DRIVE
 201 WEST MAIN STREET
 WALHALLA, SOUTH CAROLINA 29691
 (803) 638-4141

B I D F O R M

Bidding Organization: FLEMING FOODSERVICE
23 CLARKSVILLE HWY.
CORNELIA, GA, 30531

By (signature) Chael Carson Title Sales Rep. #66
 Telephone (800) 543-9620 Delivery Date 7-26-94

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

Quantity	Description		Unit Price	Amount
	Food	Packaged		
15 cs.	Cut carrots	735600 6-10# cans	12.67	190.05
8 cs.	Crushed pineapple	704100 6-10# cans	14.60	116.80
10 cs.	Sliced pears (light syrup)	707300 6-10# cans	22.45	224.50
10 cs.	Chocolate pudding	713350 6-10# cans	18.85	188.50
16 cs.	.Vanilla pudding	713500 6-10# cans	18.52	185.20
11 cs.	Hotdog chili (Castleberry)	720250 6-10# cans	25.30	278.30
8 cs.	Mushroom soup (Campbell)	628750 12-5 oz. cans	27.66	221.28
12 cs.	Mixed vegetables	750850 6-10# cans	15.24	182.88
4 cs.	Sweet green peas	740150 6-10# cans	19.21	76.84
4 cs.	Pork and Beans	731800 6-10# cans	11.25	45.04
6 cs.	Collard greens	738100 6-10# cans	12.28	73.74

OCONEE COUNTY PURCHASING DEPARTMENT
 (MA) 208 BOOKER DRIVE
 201 WEST MAIN STREET
 WALHALLA, SOUTH CAROLINA 29691
 (803) 638-4141

B I D F O R M

Bidding Organization: Sysco Food Corp.
116 N. Woodfin Ave.
Asheville, N.C. 28802

By (signature) David F. [Signature] Title D.S.M.

Telephone 704-275-7626 Delivery Date _____

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

Quantity	Description	Unit Price	Amount
	Food	Packaged	
15 cs.	Cut carrots 4114195	6-10# cans	14.97
8 cs.	Crushed pineapple 4797791	6-10# cans	13.66
10 cs.	Sliced pears (light syrup) 4108163	6-10# cans	26.90
10 cs.	Chocolate pudding 4011037	6-10# cans	19.34
16 cs.	Vanilla pudding 4011078	6-10# cans	19.77
11 cs.	Hotdog chili (Castleberry) 41528 4235263 2075723	6-10# cans	35.62
8 cs.	Mushroom soup (Campbell) 1251020 4040382	12-5 oz. cans	25.24
12 cs.	Mixed vegetables 4112934	6-10# cans	15.29
4 cs.	Sweet green peas 4113650 4092821	6-10# cans	19.33
4 cs.	Pork and Beans 4062204	6-10# cans	11.86
6 cs.	Collard greens mixed greens 4015715	6-10# cans	10.90

Bid No. 94-03
 (Use this number on envelopes and all related correspondence.)

OCONEE COUNTY PURCHASING DEPARTMENT
 (MA) 208 BOOKER DRIVE
 201 WEST MAIN STREET
 WALHALLA, SOUTH CAROLINA 29691
 (803) 638-4141

BID FORM

Bidding Organization: Institution Food House (IFH)
101 Wildbriar Court
Easley, SC 29642

By (signature) Andy Madie Title Sales Representative

Telephone (803) 859-8959 Delivery Date _____

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

Quantity	Description		Unit Price	Amount	
	Food	Packaged			
					<i>CASE Price</i>
15 cs.	Cut carrots	6-10# cans	2.47 can	14.80	
8 cs.	Crushed pineapple	6-10# cans	2.62 per can	15.72	
10 cs.	Sliced pears (light syrup)	6-10# cans	3.60 can	21.60	
10 cs.	Chocolate pudding	6-10# cans	3.15 can	18.89	
16 cs.	.Vanilla pudding	6-10# cans	3.15 can	18.89	
11 cs.	Hotdog chili (Castleberry)	6-10# cans	4.41 can	26.50	
8 cs.	Mushroom soup (Campbell)	12-50oz. cans	2.20 can	26.45	
12 cs.	Mixed vegetables	6-10# cans	2.66 can	15.95	
4 cs.	Sweet green peas	6-10# cans	3.07 can	18.46	23543
4 cs.	Pork and Beans	6-10# cans	1.88 can	11.25	21520
6 cs.	Collard greens	6-10# cans	\$2.03 can	12.20	22330

Bid No. 94-03
 (Use this number on envelopes and all related correspondence.)

OCONEE COUNTY PURCHASING DEPARTMENT
 (MA) 208 BOOKER DRIVE
 201 WEST MAIN STREET
 WALHALLA, SOUTH CAROLINA 29691
 (803) 638-4141

B I D F O R M

Bidding Organization: GREENVILLE PAPER COMPANY
Post Office Box 2204
Greenville, SC 29602 800-755-4472 (Fax# 803-220-9614)

By (signature) Tommy Mink Title Sub
 Telephone 1-800-755-4472 Delivery Date 8-4-94

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

Quantity	Description	Unit Price	Amount
	Food	Packaged	
15 cs.	Cut carrots	6-10# cans	
8 cs.	Crushed pineapple	6-10# cans	
10 cs.	Sliced pears (light syrup)	6-10# cans	
10 cs.	Chocolate pudding	6-10# cans	
16 cs.	Vanilla pudding	6-10# cans	
11 cs.	Hotdog chili (Castleberry)	6-10# cans	
8 cs.	Mushroom soup (Campbell)	12-5 oz. cans	
12 cs.	Mixed vegetables	6-10# cans	
4 cs.	Sweet green peas	6-10# cans	
4 cs.	Pork and Beans	6-10# cans	
6 cs.	Collard greens	6-10# cans	

July 18, 1994

RECEIVED

JUL 20 1994

OCONEE COUNTY
PURCHASING DEPT.

GOLDIE & ASSOCIATES

*engineering, environmental
and laboratory services*

Ms. Marianne Dillard
Oconee County Purchasing
208 Booker Drive
Walhalla, SC 29691

Re: Proposal for Air Conditioning Design / Radon Testing
Oconee County Courthouse Basement
Goldie & Associates Proposal 22.12.1

Dear Ms. Dillard:

Thank you for the opportunity to work with you on the Oconee County Courthouse Indoor Air Quality Evaluation project. Enclosed please find a proposal for the air conditioning modifications and radon testing we proposed.

Acceptance of the proposal can be acknowledged through issuance of a purchase order for the amount specified in the proposal.

We hope this information assists you in evaluating our services. We appreciate your consideration and look forward to working with you on this project. Please feel free to call us at any time if you have any questions.

Sincerely,

GOLDIE & ASSOCIATES



Paul Lewis, P.E.
Project Engineer

ATTN: M. Dillard, 208

**PROPOSAL TO
OCONEE COUNTY PURCHASING DEPARTMENT
FOR COURTHOUSE HVAC MODIFICATIONS**

I. BACKGROUND

Oconee County retained Goldie & Associates to perform a Preliminary Assessment study to determine the potential causes of indoor air quality problems in the Courthouse Basement area. As part of that study, Goldie & Associates recommended that the HVAC system be modified to introduce outside make up air. As part of these modifications, Goldie & Associates also recommended that the system be evaluated to determine if the existing ductwork is properly designed to provide acceptable supply and return air. The study also recommended 90 day radon testing in the Basement area.

II. PROJECT GOALS

Reduce indoor air quality complaints at the Courthouse Basement and Tax Center by modifying the existing system to introduce outside make up air and good air distribution within the system. Evaluate the air in the Basement to determine if the radon concentrations are significant.

III. SCOPE OF WORK

Goldie & Associates therefore proposes the following Scope of Services:

1. Design system modifications to meet the standards and recommendations of the Occupational Safety and Health Administration (OSHA), American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE), National Fire Protection Association (NFPA), and Southern Building Code Congress International (SBCCI). System modifications will address the possible need for better supply and return air flows.
2. Conduct pre-design meeting.
3. Prepare bid and construction documents. These documents will be submitted to the Owner for review prior to bidding.
4. Evaluate bids, recommend contractor, and assist in awarding the contract.
5. Review shop drawings and submittals.
6. Review contractor test and balance reports.
7. Receive and approve contractor requests for payment.
8. Construction administration and observation.

9. Perform 90 day radon testing at three (3) locations within the Basement area.

IV. COSTS

The cost to provide these services is as follows:

\$8,000.00

TERMS AND CONDITIONS

1. Invoices will be submitted monthly for services provided during the prior month. Payment is due within 15 days of receipt of invoices. Interest will be added to delinquent accounts at a rate of one and one-half percent for each month of delinquency. the client agrees to pay Goldie & Associates' cost of collection of all amounts due and unpaid after 60 days, including court costs and reasonable attorneys fee.
2. These costs do not include the actual construction.
3. Any application fees and/or submission fees required are to be paid by client.
4. Goldie & Associates will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of its profession practicing in similar locality and in accordance with applicable law and regulations; however, it is understood by the parties that Goldie & Associates cannot warrant Contractor's performance & workmanship.

Credit Bureau of Oconee County
 PO Box 415
 Seneca, SC 29679

- SINGLE REFERENCE IN FILE REPORT TRADE REPORT
 FULL REPORT EMPLOY & TRADE REPORT PREVIOUS RESIDENCE REPORT
 OTHER

Oconee County Finance Director
 Walhalla, SC

Date Received: 7/13/94
 Date Mailed: 7/15/94
 In File Since: 1st Inq
 Inquired As:

CONFIDENTIAL
 crediscopes® REPORT

Member
 Associated Credit Bureaus, Inc.

RECEIVED BY: LAST NAME FIRST NAME INITIAL SOCIAL SECURITY NUMBER SPOUSE'S NAME
 Thamer Construction Co, Inc

ADDRESS: CITY STATE ZIP CODE SINCE: SPOUSE'S SOCIAL SECURITY NO.
 3050 A-1 Business Park Drive Norcross, GA

COMPLETE TO HERE FOR TRADE REPORT AND SKIP TO CREDIT HISTORY

PRESENT EMPLOYER: POSITION HELD: SINCE: DATE EMPLOY VERIFIED: PCT. MONTHLY INCOME \$

COMPLETE TO HERE FOR EMPLOYMENT AND TRADE REPORT AND SKIP TO CREDIT HISTORY

DATE OF BIRTH: NUMBER OF DEPENDENTS INCLUDING SELF: OWNS OR BUYING HOME RENTS HOME OTHER: (EXPLAIN)

FORMER ADDRESS: CITY STATE FROM: TO:

FORMER EMPLOYER: POSITION HELD: FROM: TO: PCT. MONTHLY INCOME \$

REARER'S EMPLOYER: POSITION HELD: SINCE: DATE EMPLOY VERIFIED: PCT. MONTHLY INCOME \$

CREDIT HISTORY (Complete this section for all reports)

WHOSE	FIRM OF BUSINESS AND IC CODE	DATE REPORTED AND METHOD OF REPORTING	DATE OPENED	DATE OF LAST PAYMENT	HIGHEST CREDIT OR LAST CONTRACT	PRESENT STATUS			HISTORICAL STATUS			TYPE & TERMS (MANNER OF PAYMENT)	REMARKS	
						BALANCE OWING	PAST DUE		TIMES PAST DUE					
							AMOUNT	NO. OF PAYMENTS	NO. MONTHS HISTORY REVIEWED	30-59 DAYS ONLY	60-89 DAYS ONLY			90 DAYS AND OVER
	American Cast Iron	7/94	Over 10 Yrs	6/94	178140	178140	97879							Prompt-30 Slow
	Metremont Materials	7/94	1982		NS	\$146	00				00	00	00	30Days 0-1
	Hayward, Inc	7/94	1970		Million	\$4020	00				00	00	00	30Days 0-1
	Excellent Customer													

This report is furnished in response to an inquiry for the purpose of evaluating credit risks. It has been obtained from sources deemed reliable, but the credit bureau does not guarantee. The inquirer has agreed to indemnify the reporting bureau for any damage arising from misuse of this information, and the report is released upon that indemnity. It must be held in strict confidence, and must not be furnished to the subject reported on, except by a person authorized by the Fair Credit Reporting Act, and other applicable laws.

CREDIT APPLICATION

OCONEE COUNTY ROCK CRUSHER
COUNTY MAIL ROOM
208 BOOKER DRIVE
WALHALLA, S. C. 29671

NAME OF APPLICANT THAMER CONSTRUCTION, INC.
ADDRESS 3050A-1 Business City Norcross STATE GA ZIP CODE 30071
PARK DRIVE
TELEPHONE NUMBER OF BUSINESS (404) 447-1918 HOME _____
SOCIAL SECURITY NO. _____ OR FED. I. D. NO. 58-1179269
BUSINESS NAME THAMER CONSTRUCTION, INC.
ADDRESS PO CONERROSS W/TF CITY SENECA STATE SC ZIP CODE 29678
623 RETURN
TYPE OF BUSINESS CHURCH RD
CONSTRUCTION

CREDIT INFORMATION

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

REFERENCES

NAME OF BANK, OR MAJOR CREDIT CARD OR VENDOR	ADDRESS OF BANK, OR MAJOR CREDIT CARD OF VENDOR	CITY STATE, ZIP	TELEPHONE NUMBER
1. <u>WACHOVIA</u>	<u>16507 539</u> <u>16409 199</u>	<u>Atlanta, GA</u>	<u>(404) 370-3989</u> <u>NANCY LEWIS</u>
2. <u>SEE ATTACHED</u>			
3. _____			
4. _____			
5. _____			

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

M Zyla

AUTHORIZED SIGNATURE

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

THAMER CONSTRUCTION, INC.

3050 A-1 Business Park Drive

Norcross, GA 30071-1452

404/447-1918

404/447-1932 FAX

Established: 1973

Capabilities: Thamer Construction is a general contractor specializing in water and wastewater treatment facilities, industrial plant expansion, modification and renovation. We have extensive experience in heavy concrete work, mechanical systems piping, sewers, tank and equipment setting, building construction, and related work. We own and maintain several cranes, dozers, end loaders/backhoes, air compressors and other tools needed for this work. We have capabilities to perform any work with our own forces, except electrical.

Bank References:

Corporate Account: Wachovia Of Georgia (Acct. # 16507539)
(404) 370-3989 - Ms. Nancy Lewis

Bonding Agent: Graham-Naylor Agency - (404) 952-1096
Carrier: United States Fidelity & Guaranteed Company

Federal I. D. # 58-1179269

Dunn & Bradstreet : #06-756-8709

Area of Operations
and License: Georgia, Alabama, North & South Carolina, Tennessee,
and Florida

Trade References:

American Cast Iron Pipe Company, Inc.
Mr. Mike Richter
3675 Crestwood Parkway, Suite 505
Duluth, GA 30136
(404) 717-8554

Heyward, Inc.
Mr. Bob Hord
717 East Boulevard
Charlotte, North Carolina 28203
(704) 372-5805

Metromont Materials
Department 0779
Columbia, South Carolina 29227-0779
(803) 585-4241

Affiliations:

National Utility Contractor's Association
National Associated General Contractors
Carolinas Associated General Contractors
Georgia Utility Contractor's Association

Wachovia Bank of North Carolina, N.A.
Corporate Trust Department
Post Office Box 3001
Winston-Salem, NC 27102-3001

July 18, 1994

Oconee County Council
c/o Opal O. Green
208 Booker Drive
Walhalla, SC 29691

RE: Oconee County SC, Pollution Control Revenue Bond Series 1987B
(Duke Power Company Project) Lost Bond R-601 @ \$50,000

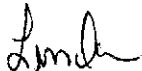
Dear Ms. Green:

Dora S. Rizer, has notified us of the bond loss referenced above.

Enclosed is an Affidavit of Loss and Indemnity Agreement. If the agreement meets with your approval, please authorize our office to replace the certificate.

If you need further information, please call me at 910/770-4860.

Sincerely,



Linda Smith
Trust Assistant



LIFE & CASUALTY

AFFIDAVIT OF LOSS AND INDEMNITY AGREEMENT

THE AETNA CASUALTY AND SURETY COMPANY Hartford, Connecticut 06115

25 S 38044 Z-14

State of SOUTH CAROLINA

SS. 247-72-2548

County of Colleton

DORA S RIZER (hereinafter called "deponent", of legal age, being duly sworn, deposes and says):

(1) Deponent resides at 320 Auld Brass Rd., Walterboro, S.C., 29188 and is by occupation (if a fiduciary state facts) and is entitled to the possession and is the legal and beneficial owner of (here describe security or securities) BOND #R-601 @ 50,000 NC ISSUE DOUBLE \$100,000.00 INSURANCE PREMIUM \$2,000.00 (hereinafter collectively called the "original" issued by OCONEE COUNTY SRIES 1987B a corporation organized under the laws of the State of NORTH CAROLINA in the name of DORA S RIZER

(2) The original was acquired by deponent on or about , 19 , and was lost, stolen or destroyed on or about the day of , 19 , under the following circumstances: Unknown

Where the original was kept and who had access to it: Home and family members

When and by whom the loss was discovered: In the last month when I decided to put bonds in a brokers firm. My husband could not find this bond.

When and where the original was last seen: Unknown

What measures have been taken to recover the original: A search for the bond was made

(3) The original was/ was not endorsed/pledged. (If endorsed/pledged, describe exact manner of endorsement including name and address of endorsee/pledgee. If the endorsement was a separate instrument of assignment, so state.)

(4) Deponent has made or caused to be made diligent search for the original, and has been unable to find or recover the same; deponent has not sold, assigned, transferred, deposited under any agreement, or hypothecated the original or any interest therein, or (except as may be stated in the foregoing paragraph) signed any Power of Attorney or other authorization respecting same which is now outstanding and in force; and no person, firm or corporation other than deponent has any right, title, claim, equity or interest in, to, or respecting the original or the proceeds thereof.

(5) Deponent hereby requests, and this affidavit and agreement of indemnity is made for the purpose of inducing Assured, its transfer agents, registrars and trustees, (1) to refuse to recognize any person other than deponent as the owner of the original and to refuse to make any payment, transfer, delivery or exchange called for by the original to any person other than deponent to refuse to take any other action pursuant to the request or demand of any person other than the deponent, and (2) to issue a new or duplicate or definitive security in substitution for the original, or to make the payment, transfer, registration, delivery or exchange called for by the original without the surrender thereof for cancellation. Deponent furthermore requests THE AETNA CASUALTY AND SURETY COMPANY to assume liability in respect of the loss herein referred to under its Lost

Securities Blanket Bond No. _____ to _____ and others collectively called Assured.

(6) If deponent should find or recover the original, deponent will immediately surrender the same to the Corporation for cancellation without receiving any consideration thereof.

(7) Deponent represents that ~~she~~he/she owns real estate at Walterboro, S. C.
\$ 200,000.00 and mortgaged for \$ None, and cash marketable securities in the amount of \$ 300,000.
and debts in the amount of \$ None, and refers to:

(Bank - Trade and Personal References)

Mr. Michael G. Davenport, Nations Bank, Walterboro, S.C. 29488
Mr. W. J. McLeod Jr. Attorney, Walterboro, S.C. 29488

as to deponents reputation for integrity and financial responsibility.

(8) Deponent agrees in consideration of the foregoing to indemnify and protect THE AETNA CASUALTY AND SURETY COMPANY and its Assured under its said Bond, their Co-Transfer Agents, Co-Registrars, Co-Trustees and Co-Paying Agents, Individually and as Trustee, Depository, Fiscal or Paying Agents, Registrar, Transfer Agent and In any other capacity, their respective legal representatives, successors and assigns, and also any successors in any such capacities, from any and all loss, damage or expense in connection with, or arising out of their compliance with the request of deponent herein set forth, and further agrees to furnish to the above-name Assured, without any expense to them, a new bond of indemnity, in such form and amount as said Assured may require, with satisfactory surety or sureties, in case the above described Lost Securities Blanket Bond and this Agreement of Indemnity should not at anytime for any reason in the opinion of said Assured or any of them afford sufficient protection.

Signed, sealed and delivered by deponent this 24 day of June, 1994.
Dora S. Rizer (seal)
DORA S RIZER

State SC
County Calleton ss.

On the 24 day of June, 1994, before me personally appeared Dora S. Rizer to me known and known to me to be the individuals described in and who executed the foregoing instrument, and they duly acknowledge to me that they executed the same for the purpose above stated, and, being by me duly sworn, did depose and say that the statements therein contained are true.

(Affix Notarial Seal)
Tracy L. Bennett Notary Public
My Commission Expires 9/26/94

Do not write below this line

We hereby assume liability under Lost Securities Blanket Bond No. _____ in respect of the securities alleged to have been lost, stolen or destroyed as describe above.

Said Liability is: _____ limited to \$ _____
_____ not limited except as specified in said Bond.

Signed, Sealed and delivered in _____ this _____ day of _____, 19____.

THE AETNA CASUALTY AND SURETY COMPANY
BY: _____
Attorney-In-Fact

OCONEE COUNTY COUNCIL

RESOLUTION 94-10

WHEREAS, the Council of Oconee recognizes that crime among youthful offenders is on an unprecedented rise in South Carolina and our nation; and

WHEREAS, the South Carolina Legislature has adopted federal mandates of jail removal for youthful offenders; and

WHEREAS, the State has allowed Counties to contract with and operate regional pre-adjudicatory juvenile facilities, and or to contract with the Department of Juvenile Justice to house offenders at \$110 per day; and

WHEREAS, many Counties are financially unable to build and operate these costly facilities or unable to afford long periods of contractual care at the Department of Juvenile Justice.

NOW THEREFORE, BE IT RESOLVED, that we, the members of the Oconee County Council, hereby express and encourage the State of South Carolina to assume all responsibility of Juvenile incarceration and that the Department of Juvenile Justice construct and operate all juvenile facilities and that the State provide all funding to construct and operate these facilities.

ADOPTED ON FIRST AND FINAL READING this second day of August, 1994 by a vote of:

_____ :YES

_____ :NO

Norman D. Crain
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this first day of June, 1994, by and between SCHOOL DISTRICT OF OCONEE COUNTY (hereinafter the "Lessor") and OCONEE COUNTY (hereinafter the "Lessee"), and the Agreement is made and executed in duplicate originals.

I

PREMISES: FOR and in consideration of the rental hereinafter specified and the mutual promises and covenants contained herein, the Lessor hereby agrees to lease and demise the Lessee and the Lessee agrees to rent from the Lessor according to the terms hereof, the following described Premises, to wit:

All that certain piece, parcel or unimproved lot of land situate, lying and being in the State of South Carolina, County of Oconee, in the Bountyland Community on the north side of State Road #60, containing three-fourths (.75) of an acre, more or less, and being a portion of the lands of the Oconee Vocational School conveyed to the School District of Oconee County by deed of R. M. Tribble, Jr., recorded in Deed Book 10-A, page 110, records of Oconee County.

II

RENTAL AND TERM: THE term of this Lease shall be for a period of ten (10) years, that is, commencing on the first day of June, 1994, and ending on the 31st day of May 2004, and the rental therefor shall be the sum of one (\$1.00) dollar per annum, to be due and payable in advance on the first day of each year of the term.

OPTIONAL TERM: AS additional consideration for the rental paid hereunder, Lessor hereby grants to the Lessee the right and option to renew this Lease for an additional term of ten (10) years, commencing on the first day of June 2004, and ending on the 31st day of May, 2014, under the same terms and conditions as herein set forth with the exception of this option to renew, **PROVIDED** that the Lessee shall give notice to the Lessor of its desire to exercise this option to renew at least ninety (90) days prior to the expiration of the original term and **PROVIDED FURTHER** that all other terms and conditions hereof shall have been fully complied with by the Lessee.

III

COVENANTS OF THE LESSOR: THE Lessor, for itself, its successors and assigns, covenants and agrees with the Lessee as follows, to wit:

- 1) To allow Lessee quiet and peaceful possession of the leased premises so long as same be not inconsistent with the terms of this Lease.
- 2) To allow Lessee to remove its equipment, apparatus and fixtures from the Premises at the expiration of the Lease, provided that any permanent structures erected on the premises with the consent of the Lessor shall remain the property of the Lessor and may not be removed with the consent of the Lessor.
- 3) Lessor reserves the right to go upon the Premises from time to time to inspect the same, but agrees that such inspection shall be carried on in such a manner as not to interfere with continued peaceful possession thereof by the Lessee.

IV

COVENANTS OF THE LESSEE: THE Lessee, for itself, its successors and assigns, hereby covenants and agrees with the Lessor as follows, to wit:

- 1) To pay the rental when due, and not to suffer to exist on the leased premises any nuisance or any illegal or unlawful activity nor suffer to exist thereon any condition which would adversely affect the fire insurance rates for adjoining properties of the Lessor from those in effect upon the date hereof, or which would tend to detract from the general neighborhood.
- 2) That it will not sub-let the Premises nor assign this Lease to any other person, firm or corporation, without the prior written consent of the Lessor.
- 3) Lessee acknowledges that the Premises will be used to establish a training facility and appurtenances thereto for the Oconee County Rural Fire Control Commission. Lessee therefore agrees that it will be responsible for the cost of construction of any improvements made on the Premises to establish such facilities, it being understood and agreed that any such improvements shall have the prior approval of the Lessor, and Lessee shall cause to be paid all costs and expenses in connection therewith in a prompt and businesslike manner so as to protect and save harmless the Lessor and the leased premises from claims of materialmen or mechanics. Any

permanent structures placed on the premises with the consent of the Lessor shall remain on the property of the Lessor at the expiration of this Lease.

- 4) That it will, so long as this Lease be in full force and effect and including any optional term, keep and maintain on the leased Premises public liability insurance in such amounts and in such form as to protect the Lessor and the leased Premises from any claim for injury to person or damage to property upon the Premises, and shall furnish to the Lessor a copy of the policy providing such coverage, together with evidence of prompt payment of all premiums due thereon.
- 5) That it will, at the expiration of this Lease or any extension thereof, return the leased Premises to the Lessor in as good condition as when received, excepting only reasonable wear and tear occasioned by everyday use and occupancy. Lessee specifically agrees to promptly repair and replace any damage to the Premises occasioned by the negligence of the Lessee or its employees, agents or trainees.

V

MUTUAL COVENANTS: The Lessor and the Lessee mutually covenant and agree, each with the other, as follows, to wit:

- 1) Lessee shall be responsible for all maintenance and upkeep of the premises and any improvements placed thereon.
- 2) If or in the event the Lessee shall breach any of the terms of this Lease or if it shall fail to pay the rental within ten (10) days after the same is due, then in any such event the Lessor shall have the right to re-take possession of the leased Premises immediately and all rights of possession of the Lessee shall end.
- 3) Each of the parties acknowledge receipt of one copy of this Lease, duly executed, which shall be and constitute an original. Each agrees that the terms hereof shall be binding upon themselves, their successors and assigns during the term herein created and is enforceable at law. The parties acknowledge their mailing addresses to be as noted beneath their signatures below and that all notices required under the terms hereof may be mailed to that address.

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

Signed, Sealed and Delivered
in the Presence of:
(As to Lessor)

SCHOOL DISTRICT OF OCONEE COUNTY

BY: _____
Chairman

ATTEST: _____
Secretary

(Seal)

Address: P. O. Box 220
Walhalla, SC 29691

(As to Lessee)

OCONEE COUNTY

BY: _____
Supervisor-Chairman

ATTEST: _____
Clerk

(Seal)

Address: 208 Booker Drive
Walhalla, SC 29691

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

- M E M O R A N D U M -

TO: All Designated Facility Administrators

FROM: Parker Evatt, Director

SUBJECT: Procedures Involving SCDC Inmates at Designated Facilities

DATE: July 29, 1994

The purpose of this memorandum is to address certain matters affecting the security and supervision of SCDC inmates.

Due to an unfortunate incident recently involving a SCDC inmate, the Department of Corrections has reviewed its procedures and requirements concerning the use of inmates as drivers and furloughs/passes for inmates. Modifications (with the concurrence of the Governor's office) have been made in these areas. This memorandum constitutes formal notification to you of the implementation of the following changes regarding these issues:

INMATE DRIVERS

The SCDC strongly recommends that SCDC inmates assigned to Designated Facilities not be permitted to drive cars, trucks, vans or any other motorized vehicles. (This does not include heavy equipment.) However, if Designated Facilities officials permit SCDC inmates to drive passenger vehicles, it will be mandatory for a civilian supervisor to accompany the inmate at all times while he/she is in the community.

FURLOUGH/PASSES

Effective immediately until further notice, no SCDC inmate assigned to either a SCDC institution/center or a Designated Facility will be granted a furlough or pass for any reason. This Agency is currently in the process of evaluating this program. ~~If furloughs/passes are resumed in the future, you will be notified in writing and will be advised of any modifications that may be made concerning this program.~~

I also want to take this opportunity to remind you of the following requirements concerning SCDC inmates at your facility:

- ~~1. Inmates are only authorized to be at the Designated Facility, at the work site, or enroute to and from the work site.~~
- ~~2. Inmates must be supervised by appropriate personnel at all times. (There should be constant on-site supervision at the work locations.)~~
3. Inmates are not to be allowed to leave work areas to go to any location (including any store, restaurants, etc.).

July 29, 1994

4. Inmates in "B" custody under no circumstances are to be permitted outside of the medium security area of the facility without armed supervision and appropriate physical restraints.

5. All inmates, except those in AA custody, assigned to a work detail outside the confines of the facility must wear a standard uniform. The uniforms must include stripes and be of such a design and color as to easily identify the wearer as a state or local inmate. (This mandate is in accordance with the Omnibus Criminal Justice Improvement Act of 1986.)

6. If an inmate escapes from a Designated Facility during normal working hours (8:00 a.m. - 4:30 p.m. Monday through Friday), an official from the Designated Facility must immediately notify the Coordinator of Designated Facilities (896-2080). If the escape occurs after normal working hours, the Designated Facility official should immediately contact SCDC Central Control (896-2258 or 896-2256). A report should still be made by the Designated Facility official to the Coordinator of Designated Facilities at the beginning of the next working day.

7. Any serious incident or accident involving a SCDC inmate must immediately be reported by the Designated Facility official. If the event occurs during normal working hours, the Coordinator of Designated Facilities or the appropriate regional Designated Facilities Specialist should be contacted. If the event occurs after normal working hours, SCDC Central Control should be contacted. The Designated Facility official still should notify the Coordinator of Designated Facilities at the beginning of the next working day. (See #7 for applicable phone numbers.)

8. No inmate is to be released from a Designated Facility without proper authorization from the SCDC.

Although these requirements have been discussed on previous occasions, I wanted to restate them to avoid any misunderstandings concerning the important areas of security and supervision. If you have any questions regarding these or any other related matters, please contact Ms. Frances Stroker in the Division of Inmate Operations and Control or your regional Designated Facility Specialist.

In closing, I would like to express my appreciation to you for your cooperation and support of the Designated Facility Program.



Parker Evatt

cc: Mr. William D. Catoe
Ms. Frances S. Stroker
Mr. L.J. Allen
Mr. Don Dease

Mr. Blake E. Taylor
Mr. Glenn Davis
Mr. Larry Batson
Mr. Jim Edmonds
Mr. Mac Plyler
Office

Oconee County Council

R. D. ... M.D.
District One
Route 2
Walhalla, SC 29691

Public Service Building
County Mailroom
Walhalla, SC 29691
(803) 638-4244

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

Jerry Dyer
District Two
Office Box 544
Walhalla, SC 29691

Johnny D. Stone
District Five
Route 1, Box 249
Seneca, SC 29678

Charles E. Harper
District Three
Office Box 977
Seneca, SC 29679

Norman D. Crain
Supervisor, Chairman
Route 3, Box 155
Westminster, SC 29693
(803) 638-4242 - Office

Larry C. Brandt
County Attorney
Post Office Box 5830
Walhalla, SC 29691

March 3, 1989

MEMORANDUM

TO: ALL DEPARTMENT HEADS
FROM: NORMAN D. CRAIN, SUPERVISOR-CHAIRMAN, OCONEE COUNTY COUNCIL *NDC*
SUBJECT: GUIDELINES FOR SUPERVISION OF AND WORKING AROUND INMATES AT THE WORK SITE

Enclosed are copies of Guidelines For Supervising of & Working Around Inmates at the Work site for you and each of your employees. Each employee is to be issued a copy whether or not they personally supervise inmates.

Also enclosed is a form you are requested to have your employee sign acknowledging receipt of and request to read and understand same.

Once the copies have been issued and the acknowledgement form signed please return the form by March 24, 1989 to: Opal O. Green, Council Clerk, County Mail Room, Walhalla, S. C. 29691.

Thank you for your cooperation in this matter of importance.

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

NDC/og

GUIDELINES FOR SUPERVISION OF INMATES AT THE WORK SITE

Page 2 - March 2, 1989

5. Securing Your Personal Property: If inmates are to be working in an area where employees are officed, be sure you do not leave personal items accessible to inmates. Secure your personal belongings, i.e., purses, watches, money, jewelry, etc., anything of value to you.

6. Location Restrictions: DO NOT allow inmates to leave the work area and go to the store or any other location. The inmate may not come back. He may shoplift while in the store, and if caught, it will certainly cause a negative response from the community. If you want a successful inmate work program, there must be positive response from the community. Authorization has been given for a brief visit to a store (for a soft drink, crackers, etc.), provided the work crew supervisor first obtains the owner's permission. WITHOUT FAIL, the crew supervisor shall accompany, and be responsible for, the inmates.

7. Visitation: Inmates are not allowed visits from friends or relatives when away from the facility. Neither is the delivery of items (food, cigarettes, etc.) permitted. Visits and the receipt of property are to take place at the OLEC under the supervision of Correctional Officers.

8. Inmate Behavior: Should the inmate refuse to work, become aggressive, be under the influence of alcohol, drugs or any other substances, the inmate should be returned to the institution at once. Notify OLEC officials and transportation will be provided by the facility or referred to the Sheriff's Department. Any incident of this nature should be documented by providing Detention Personnel with an accurate description of the facts. This report enables officials to determine the specifics of what happened and what course of disciplinary action to take.

9. Escapes: Should an inmate escape, notify OLEC officials immediately (emergency numbers are located in the index of these guidelines) and advise as to who escaped, what time, area escaped from, or last seen. Detention Policies and Procedures require Correctional Officers to immediately notify local law enforcement officials and the South Carolina Department of Corrections. Central Control issues an all points bulletin.

STATE OF SOUTH CAROLINA

A G R E E M E N T

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Walhalla, SC 29691

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Michael E. Harper
District Three
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Seneca, SC 29678

Norman D. Crain
Supervisor, Chairman
Route 1, Box 155
Westminster, SC 29693
(803) 638-4242 - Office

Larry C. Brandt
County Attorney
Post Office Box 5830
Walhalla, SC 29691

GUIDELINES FOR SUPERVISION OF AND WORKING AROUND INMATES AT THE WORK SITE

March 2, 1989

It is the goal of Oconee Law Enforcement Center to maintain outside work details with minimal incidents. To assist everyone involved, this set of written guidelines are being provided in an effort to make the overall operation of outside work details as successful as possible.

1. Relationships With Inmates: It is important that supervisors maintain a professional relationship with inmates. As a supervisor, you must be firm, yet fair. You should not display favoritism. DO NOT get personal with inmates. It only creates problems for you.
2. Contraband Control: In an effort to control contraband, Oconee Law Enforcement Center policy prohibits inmates assigned to outside work details to bring anything into the facility. DO NOT allow the inmates to bring items back to the facility, and DO NOT ask the inmates to bring you anything from inside the facility. Should an inmate ask you to bring anything to him, advise him it is against OLEC policy for you to bring or supply him with any items whatsoever. If you are asked by an inmate to furnish him with items such as drugs, alcohol, or any type weapon, refuse his request and notify OLEC, 638 4105 or 638 4108.
3. Loaning & Borrowing: In dealing with inmates, there should be neither the loaning or borrowing of money, or any other items, between inmates and county employees.
4. Vehicle Keys: DO NOT leave keys in a vehicle or give vehicle keys to an

evaluation of inmates who may be housed at the Oconee County Law facility. Such classification and evaluation will be based upon the Department's custody classification policy.

5. The Facility agrees to abide by all policies as set forth in the Designated Facilities Policies and Procedures Manual.
6. It is agreed that inmates meeting all qualifications and requirements of the Department be assigned to a said Designated Facility only upon a voluntary basis and signed statements reflecting such willingness will be required. Moreover, the Designated Facility shall have the right to refuse to accept specific inmates offered for assignment to the Designated Facility.
7. It is agreed that the assignment of inmates to and utilization by the Designated Facility will be without regard to race, creed, color, national origin, and religion.
8. It is agreed that assignment of inmates to a work activity will be the responsibility of the Designated Facility; however, the Designated Facility will ensure that the inmates will not be working in activities that would be in violation of the Occupational Safety and Health Act and State Laws.
9. Should it be necessary for the Designated Facility to utilize inmates in positions that require the use of equipment, the Designated Facility shall provide all necessary safety equipment items, safety and training

STATE OF SOUTH CAROLINA

A G R E E M E N T

This Agreement is made and entered into this first day of January, 1994, by and between the Oconee County Law, hereinafter referred to as the Designated Facility, and the Department of Corrections of the State of South Carolina, by and through its duly authorized agent and Commissioner Parker Evatt, hereinafter referred to as the Department.

WITNESSETH

WHEREAS, the parties desire that the Oconee County Law facility be designated by the Department as a facility for the housing of inmates sentenced to the Department;

NOW THEREFORE, the parties hereby agree each with the other that:

1. The recital set forth above is hereby incorporated herein and made a part hereof.
2. It is agreed that this application to be designated as a facility for housing the Department's inmates as well as the result of the most recent Division of Inspections Report shall be attached hereto and made a part hereof.
3. It is agreed that the Agreement will be subject to South Carolina Department of Corrections' inspection standards and inspection schedules as a Type II, III or IV facility and will abide by those results and determinations.
4. It is agreed that the Department shall have sole authority acting through its Division of Inmate Operations and Control for initial subsequent classification and

orientation with respect to the use of such equipment, and supervision by employees of inmates using such equipment.

10. The Designated Facility shall provide an orientation session relating to supervision and security concerns for all employees who will directly or indirectly supervise inmates. This training will be updated and a re-orientation session will be conducted at least annually. Each of the orientation and re-orientation sessions will be documented. The documentation will include subject matter, dates, duration and attendees. Furthermore, when an inmate work supervisor is replaced, the Designated Facility will provide this orientation session prior to the supervisor assuming his/her duties.
11. The Designated Facility will ensure that safe transportation is provided for inmates to and from the work site, and throughout the work day if inmates are assigned to a work detail outside the Designated Facility. Additionally, no inmate will be transported in a privately owned vehicle for any reason.
12. It is agreed that the expenses for routine medical care of assigned inmates will be the sole responsibility of the Designated Facility. Routine dental and optical care will be provided by the Department. If such routine medical care is determined by the Designated Facility to be unduly burdensome to the Designated Facility, then the Designated Facility may return the inmate to the custody and supervision of the Department.

13. Should the inmate require emergency medical care while in the custody of the Designated Facility, then the Designated Facility shall be responsible for transporting the inmate to an appropriate medical facility and for immediately contacting the Division of Health Services at the South Carolina Department of Corrections, advising them of the emergency. In such a case, the Designated Facility will be responsible for the cost of the medical care provided to the inmate (to include ambulance, emergency room, hospital costs, physician's charges, etc.) until such time as the inmate is physically able to be returned to a South Carolina Department of Corrections' facility or other medical facility (as determined by the South Carolina Department of Corrections). The decision that an inmate is physically able to return to a South Carolina Department of Corrections' facility or other medical facility (as determined by the South Carolina Department of Corrections) shall be made by the appropriate attending medical personnel (i.e., the physician providing the emergency services). The South Carolina Department of Corrections will assume financial responsibility for all medical expenses incurred after the release is provided by the attending physician and the South Carolina Department of Corrections (Division of Health Services) is notified of the release.

14. It is recommended that the Designated Facility shall provide workers' compensation coverage to the inmate

members of the labor force pursuant to Section 42-1-480, Code of Laws of South Carolina, 1976, and that payment to the inmate claimants shall be in accordance with Section 42-1-490, Code of Laws of South Carolina, 1976. The inmate workers are not employees of South Carolina. The Department will not be liable for claims by inmates at Designated Facilities, nor for claims by others against such inmates; the Department accepts no responsibility for the acts of the inmates in the custody of the Designated Facility.

15. The Designated Facility shall not loan, trade, or permit inmates to perform work for private enterprises, or private individuals, except as described in paragraph 16.
16. The Designated Facility shall not allow inmates to enter into private business transactions or other money-making activities. Nominal cash transactions for services of a personal nature such as shoe shines, car washes, hair cuts, etc., that are performed by the inmate shall be between the inmate and the interested party and will not require specific prior approval or documentation. The charge for this service must be agreed upon in advance by both parties.
17. The Designated Facility will ensure that respective municipal and/or county law enforcement agencies are advised as to the use of inmates by the Designated Facility, and that their assistance in security-related situations may be needed.

18. It is agreed that the cost to maintain adequate food, clothing, and shelter will be the sole responsibility of the Designated Facility.
19. It is agreed that the Designated Facility will provide basic necessities such as toilet articles and items of personal hygiene, or in the alternative provide those funds necessary to enable the inmate to purchase the required articles.
20. All inmates assigned to a Designated Facility are to be afforded the privileges of application for community programs and custody advancement when eligible by those policies established by the Department, and may not be afforded the privileges of a higher custody than that assigned by the Department.
21. It is agreed that the Designated Facility will afford inmates reasonable access to the courts and counsel.
22. It is agreed that assignment of inmates to a work detail and the determination of Earned Work Credits at the Designated Facility will be the responsibility of the Designated Facility.
23. No inmate shall be allowed to operate a motorized vehicle (except for heavy equipment at the work site) unless he/she possesses a valid South Carolina Driver's License, and no inmate may be allowed to operate a vehicle without proper supervision as established by policy of the Department.

24. It is agreed that if inmates escape from the Designated Facility, the Designated Facility will ensure that immediate searches will be undertaken by Designated Facility personnel to return the inmates to custody and that the Designated Facility will obtain a warrant for escape within 24 hours. The Designated Facility will ensure that the appropriate officials in the city/county are notified, as well as the Division of Inmate Operations and Control of the South Carolina Department of Corrections.
25. It is agreed that the Department will provide the Designated Facility with a reasonable number of inmates in accordance with the application referred to in item two, provided, however, that such number of inmates as may be required can be fulfilled according to the Department's criteria as to such assignments as specified herein.
26. It is agreed that the Designated Facility will take no major disciplinary action against inmates without providing due process hearings.
27. It is agreed that the City/County's operation of a Designated Facility will commence on January 1, 1994, and end on December 31, 1995, except that renewals as agreed upon by the parties as set forth in the form below may be had. It is further agreed that both the party responsible for requesting and assigning inmates to work at the facility and the party responsible for supervision of the

facility will each affix signatures to the Agreement assuming joint responsibility for the said inmates.

28. Any changes and/or additions to this Agreement mutually agreed by the parties shall be incorporated in written Amendments to this Agreement. The parties further agree that this Agreement may be terminated by either party after a period of thirty (30) days following the receipt by the other party of a written notice of such intent or immediately upon mutual consent of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

Jean Payne
Witness JEAN PAYNE

Joann Davis
Witness JOANN DAVIS

Opal O. Dreen
Witness

Sandra S. Jeffcoat
Witness

Sandra S. Jeffcoat
Witness

Opal O. Dreen
Witness

BY: Bobby E. Busch, Sr.
BOBBY E. BUSCH, SR., DIRECTOR
OCONEE LAW ENFORCEMENT CENTER

BY: Norman D. Crain

South Carolina Department
of Corrections
BY: Parker Evatt
Parker Evatt, Commissioner

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

July 20, 1994

Ms. Thelma S. Miller
Administrative Assistant
Oconee County Planning & Development Commission
P. O. Box 188
Walhalla, SC 29691

RE: Educational Finance Assistance Request
Dated July 8, 1994

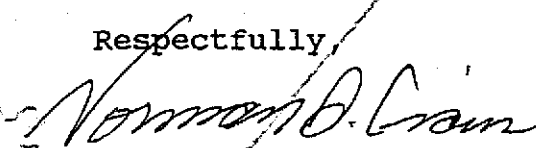
Dear Ms. Miller:

Your request for financial assistance dated July 8, 1994 will be referred to the Personnel & Intergovernmental Committee and you will be notified of the date and time a meeting is scheduled to discuss the request.

May I suggest that you refer to Section J: Educational Leave of Ordinance 80-1 "Oconee County Personnel Policies & Procedures" and be prepared to inform the committee of all college courses you plan to take, the approximate dates of these courses, estimated costs of these courses and the benefit these courses will be in your job performance as Administrative Assistant in the Planning & Development Commission.

Thank you for your cooperation in this matter.

Respectfully,


Norman D. Crain
Supervisor-Chairman
Oconee County Council

/og

C: File

Enclosure: Section J, Ordinance 80-2

Oconee County
Planning and Development Commission

Drawer 188 • Walhalla, South Carolina 29691
Telephone (803) 638-4210

Robert E. Gaillard, Chairman
Thelma Longfellow, Adm. Asst.

July 8, 1994

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

Dear Mr. Crain:

Thank you for the consideration given to my request for tuition assistance as I work toward a Bachelor Of Science Degree. I understand from the letter of July 6, 1994 that reimbursement of completed classes has been denied.

Attached is the Limestone College-Block Program advisement for my course of study this summer. I respectfully request approval of this course schedule especially Block 7, BA 205 which commences July 12, 1994.

It is my sincere intention to follow the correct policies and procedures for educational assistance. Please contact me if further information is required.

Again, thank you for considering this request and for permitting me to be an employee of Oconee County.

Sincerely,



Thelma S. Miller
Administrative Assistant

LIMESTONE COLLEGE
THE BLOCK PROGRAM
ASSOCIATES OF ARTS
BUSINESS ADMINISTRATION

NAME Thelma Miller SSN _____ DATE 5-27-94
 ADDRESS 100 Christy Lane HOME # _____
 CITY Walhalla STATE SC ZIP 29691 WORK # _____

GENERAL EDUCATION (11 courses)

FINE ARTS and HUMANITIES (5 courses)

EN101 English Grammar & Comp		Tran	①
*EN102 Expository Prose		✓	
One English Elective		✓	
One Philosophy or Religion Course		Summer 221	
One Art or Music Apprec Course			

SOCIAL SCIENCES (3 courses)

One History Course	110	✓	
One Course from two Different Areas			
Political Science	242	✓	
Geography			
Psychology			
Sociology	201	Summer	

SCIENCE and MATHEMATICS (3/4 courses)

One Computer Science Course	101	✓	
MA091 Algebra I (if needed)			
*MA115 College Algebra			
One Science Course			

MAJOR (6 Courses)
(Any Business Or Economics courses in the catalog. Students are encouraged to take BA103, BA205, BA206, EC203, EC204)

BA346	✓
BA315	✓
BA325	✓
BA205 - ACCOUNTING-I	Summer

GENERAL ELECTIVES (4 Courses)

Free Electives 7 hours	Tran
EN201	✓

2/3

TRANSFER CREDITS:
 _____ SH CURRICULUM
 _____ SH ELECTIVES
 _____ SH TOTAL

*Prerequisites required or permission of instructor and advisor.

The Business Administration degree requires a minimum of 63 semester hours and completion of course requirements with a 2.0 GPA.

This advisement record is to help students monitor requirements and schedule courses. If a course is checked off, DO NOT take it again.

Updated 1/93

Ms. Miller, I think you should stay in the SO201 class at Duke Power. This will allow you to finish your Social Sciences. The circled number represents the courses remaining in each area after the summer session. You are in good shape for May 95 graduation.

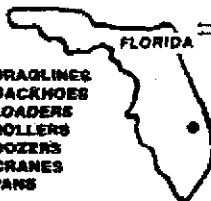
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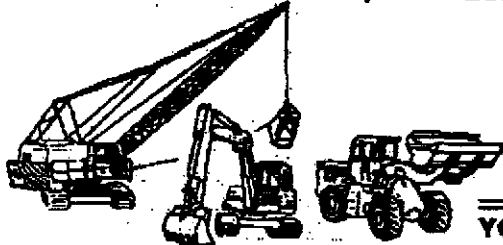
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FAX: (407) 743-0915

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