

A G E N D A

OCONEE COUNTY COUNCIL MEETING

TUESDAY, SEPTEMBER 6, 1994

7:00 PM

1. Call to Order
2. Invocation
3. Approval of Minutes of Regular Meeting Held August 16, 1994
4. Approval of Minutes of Special Meeting Held August 18, 1994
5. Approval of Minutes of Emergency Meeting Held August 19, 1994
6. Consideration of Acceptance of Grant Award Agreement Between the SC Coordinating Council for Economic Development and Oconee County for Kendall Company - Mr. Dirk Reis, SCACOG & Mr. Robert Gaillard, Planning Commission Director
7. Consideration of Acceptance of Grant Award Agreement Between the SC Coordinating Council for Economic Development and Oconee County for Square D Company - Mr. Dirk Reis, SCACOG & Mr. Robert Gaillard, Planning Commission Director
8. Consideration of Approval of Release for the Oconee County Office of Veteran's Affairs to Obtain Prescription Medication for Veterans Through a Military Hospital - Mr. Jerry Dyar, V/A Officer
9. Consideration of Bids for Manned Convenience Centers (Package C) - Mr. Jack Hirst, CCS Director & Ms. Marianne Dillard, Purchasing Director
10. Consideration of Bids for Pumper Trucks for Fire Department - Mr. Dewitt Mize, Rural Fire Marshal & Ms. Marianne Dillard, Purchasing Director
11. Consideration of Bids for Rebuilt Short Engine Block for Motor Pool - Mr. Lee Davis, Motor Pool Foreman & Ms. Marianne Dillard, Purchasing Director

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AGENDA

September 6, 1994

12. Consideration of Bids for Backdump Truck for Rock Crusher - Mr. Tommy Crumpton, Rock Crusher Director & Ms. Marianne Dillard, Purchasing Director
13. Discussion of Request of Journal/Tribune to be Named Legal Advertising Newspaper for Oconee County - Ms. Marianne Dillard, Purchasing Director
14. Discussion of Request for Additional Funds for Master-in-Equity
15. Discussion Regarding the Need for Youth Activities in the County - Mr. Tracy Skelton
16. Discussion Regarding Tax Situation, Etc. in County - Mr. Hurley Stubblefield
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, September 6, 1994 at 7:00 pm in Council Chambers with all Council Members and the County Attorney 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: Dick Mangrum - WGOG Radio, Steve Edwards - Journal/Tribune, Kathleen Stoll - Anderson Independent & Ashton Hester - Keowee Courier.

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. Williams.

Invocation

Mr. Orr made a motion, seconded by Mr. Harper, approved 4 - 0 (Mrs. Burrell abstaining) that the minutes of the regular meeting held August 16, 1994 be adopted as printed.

Minutes
(8/16/94)

Mr. Williams made a motion, seconded by Mr. Harper, approved 5 - 0 that the minutes of the special meeting held August 18, 1994 be adopted as printed.

Minutes
(8/18/94)

Mr. Orr made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Strickland abstaining) that the minutes of the emergency meeting held August 19, 1994 be adopted as printed.

Minutes
(8/19/94)

At the request of Mr. Robert Gaillard, Planning Commission Director & Mr. Dirk Reis, SC ACOG, Mr. Williams made a motion, seconded by Mr. Harper, approved 5 - 0 that the County accept a SC Coordinating Council for Economic Development grant in the amount of \$275,000 for an access roadway into Kendall Co. noting that the bid for the work has already been awarded to a contractor and is already in progress.

Grant
(Kendall)

Also, at the request of Mr. Gaillard & Mr. Reis, Mrs. Burrell made a motion, seconded by Mr. Harper, approved 5 - 0 that the County accept a SC Coordinating Council for Economic Development grant in the amount of \$125,000 for turn lanes, etc. into Square D.

Grant
(Square D)

Upon request of Mr. Jerry Dyar, V/A Officer, Mr. Williams made a motion, seconded by Mr. Harper, approved 5 - 0 that the attached "Release for the Oconee County Office of Veterans Affairs to Obtain Prescription Medication for Veterans Through a Military Hospital" be adopted.

V/A

Upon recommendation of Mr. Jack Hirst, CCS Director and Ms. Marianne Dillard, Purchasing Director, Mr. Strickland made a motion, seconded by Mr. Harper, approved 4 - 1 (Mrs. Burrell voting against) the irregularities in the bid of Zorn Company, Inc. be waived and the bid for Staffed Convenience Centers (Pkg. C) be awarded to Zorn at a cost of \$410,777. (See attached bid)

CCS
(Manned
Centers)

Mr. Harper made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mrs. Burrell abstaining) that a ten (10) percent contingency be allowed in this bid for unexpected expenditures.

Upon recommendation of Mr. Dewitt Mize, Rural Fire Marshal & Ms. Marianne Dillard, Purchasing Director, Mrs. Burrell, made a motion, seconded by Mr. Orr, approved 5 - 0 that the bid for two (2) 1995 Class A 1250 GPM Pumper Trucks be awarded to Fire Mark, Inc. for a total cost of \$341,260. (See attached bid)

Rural
Fire

Upon recommendation of Mr. Lee Davis, Motor Pool Foreman and Ms. Marianne Dillard, Purchasing Director, Mr. Strickland made a motion, seconded by Mr. Orr, approved 5 - 0 that the bid for a rebuilt short engine block be awarded to Pioneer Machinery, Inc. at a total cost of \$9,185.25. (See attached bid)

Motor Pool

Upon recommendation of Mr. Tommy Crumpton, Rock Crusher Director & Ms. Marianne Dillard, Purchasing Director, Mr. Strickland made a motion, seconded by Mr. Williams, approved 5 - 0 that the bid for a backdump truck be awarded to Interstate Equipment Co. at a total cost of \$253,150. (See attached bid)

Rock
Crusher

The attached request of the Journal/Tribune to be named the legal advertising newspaper for Oconee County was presented to Council by Ms. Marianne Dillard, Purchasing Director. Mr. Steve Edwards, Editor & Publisher of the Journal/Tribune also addressed Council regarding this matter. After discussion, Mr. Harper made a motion, seconded by Mr. Williams, approved 5 - 0 that the Journal/Tribune be recognized by Oconee County as a suitable newspaper for legal advertising.

Legal Ads

Council deemed it wise to meet with Judge Ellis Drew, Master-in-Equity October 4, 1994 at 6:00 pm in Council Chambers to discuss the attached request for additional

Master-in-
Equity

funding for the Master-in-Equity Office.

Mr. Tracy Skelton, who had requested to be placed on the agenda to address Council regarding youth acclivities in the County was not present for the meeting.

Requests to be placed on Council Agenda

Mr. Hurley Stubblefield, who had requested to be placed on the agenda to address Council regarding taxation, etc. declined to speak.

Mr. Harper asked that he be given the assignments of the Personnel & Intergovernmental Committee in writing and any Council Member who has anything the committee needs to discuss also put it in writing or bring it up at the next meeting.

Personnel & Intergovernmental

The attached letter from Willcox Cable stating their intent to supply cable television to Devils Fork Park was accepted as information.

Willcox Cable

The attached letter requesting a name change on a roadway was referred to the Roads & Transportation Committee.

Roads & Trans.

Mr. Orr made a motion, seconded by Mr. Harper, approved 5 - 0 that Mr. Archie Barron be reappointed to the Private Industry Council with his term commencing immediately and expiring June 30, 1997.

PIC Council

Mr. Crain referred the attached letter from E. H. Booker, M.D., County Physician, regarding medical care for the inmates at the LEC to the Personnel & Intergovernmental Committee.

Inmate Medical Care

The Council Clerk informed Council Members that the Municipal Associational Meeting is to be held at 7:00 pm, September 22 at Cross Creek.

Municipal Meeting

Mr. Cain, County Attorney, stated he would like for the record to reflect in the minutes of this meeting that at the August 18, 1994 meeting, upon inquiry, by Mr. Crain to the County Attorney that if Mr. Cain was in a position to make the decision concerning entering into the agreements with Eagle Ridge, would he (Mr. Cain) approve it or disapprove it, Mr. Cain indicated that he (Mr. Cain) would disapprove the entry by the County into those agreements even though that might mean the possibility of litigation and, ultimately, the county having to compensate certain persons and further, that upon inquiry by Mr. Crain to Special Counsel Stanley Case of the same question, Mr. Case concurred with Mr. Cain's position. Mr. Case also stated that he felt the County would prevail in any such litigation.

Airport

In addition, Mr. Cain indicated that the record should reflect that the comments made by Mr. Crain in the August 18, 1994 meeting expressing concern and objection to the proposed agreement with Eagle Ridge, as well as the inquiries to and answers given by Mr. Cain and Mr. Case, were given prior to the vote being taken by Council.

Mr. Orr then made the following motion:

(1) That Mr. Crain and the Aeronautics Commission sign the consent order and the attached agreement tonight.

(2) That Eagle Ridge have the Court sign and record the Consent Order for the Court of Common Pleas and attached agreement. After which they will modify the segmented circle at the Oconee County Airport with the help of the SC Aeronautics in accordance with item number twenty-seven (27) of the Consent Order of the SC Aeronautics Commission.

(3) That within two (2) working days after the above has been completed, the Chairman of the Oconee County Aeronautics Commission change the traffic pattern at the Oconee County Airport immediately as required in item number twenty-six (26) of the Consent Order of the SC Aeronautics Commission.

This motion was seconded by Mr. Williams.

In discussion some Council Members stated they felt that if Mr. Glen had followed proper procedure, it would not be necessary to discuss the matter tonight.

Other Council Members stated that it would be up to Eagle Ridge to make the agreement successful.

Mr. Crain stated he would like to reiterate his concerns of August 18 as follows:

He was opposed to the opening of a the private airport as the developer did not follow the proper SC Aeronautics and FAA procedures in developing the airport, eight-tenths of a mile is too close for another airport to be to the Oconee Airport, there will be problems to the Oconee County Airport in the future as the Oconee Airport expands, the safety at the County Airport is being placed at risk, he felt the Council Members were voting in favor of allowing the private airport to open to relieve present political pressure and there is no effective way to enforce the restrictions as the SC Aeronautics Commission would not enforce present SC State law regarding airports.

Further, FAA funding and SCAC funding was contingent upon the twenty-nine (29) restrictions being "implemented and maintained" and if Eagle Ridge should violate these restrictions, Oconee County would also be in violation which could place Oconee County in the position of having to return grant funds. Also, that as a citizen, he objected to placing the Oconee County Airport at risk to guarantee the investment of a private developer.

Mr. Crain also stated that two additional concerns were (1) Council was ignoring more than \$50,000 legal advice they have paid for and if Council was going to vote to enter into these agreements Eagle Ridge should pay legal fees and (2) additional liability. (See attachment)

Mr. Crain then asked the Council Members if they had seen the agreements they were asking him to sign and if they were asking him to sign something he and the Council Members themselves had not seen. None of the Council Members had seen the documents, but their answer was yes, they were asking him to sign that night.

Mr. Crain stated he would sign the documents as directed, but he would not sign them that night, but would draft a statement setting forth his concerns regarding the county entering into these agreements before signing. (See attached)

The motion was then adopted 5 - 0.

Adjourn: 9:00 pm

Norman D. Crain
Supervisor-Chairman
Oconee County Council

REQUEST TO PRESENT PRESCRIPTIONS
AND/OR REFILLED CONTAINERS AND RELEASE

I, the undersigned Oconee County Veteran hereby request that the Oconee County Office of Veteran's Affairs obtain prescription medication for me through a military hospital or pharmacy or such other facility as the local VA van may visit from time to time. I hereby warrant and represent that I am eligible for and entitled to such benefits and that I have been informed that these prescriptions will be taken to the VA or military pharmacy when possible when time permits during regular trips to such facilities by the local VA van. I understand that there is no guarantee that the local VA office or volunteer driver(s) will be able to have the prescription filled if time, availability of the particular medication or other circumstances do not permit. As a result, I understand that critical or life-sustaining medications should be presented by me to a local pharmacy since delivery by the VA office or VA personnel cannot be and is not guaranteed by the local VA office or volunteer driver(s), and that I should consult with my physician and/or local pharmacist before initiating this request for each medication I am taking or have been prescribed, and that certain medications may be designed to work together.

I understand and acknowledge that Oconee County and the Oconee County Veteran's Affairs Office makes no warranty and assumes no responsibility or liability for any problem or injury which may occur to me or others from taking the prescribed medications, to include, but not limited to mislabeling of prescriptions, adverse reactions or side effects of the prescribed medications.

I hereby forever release and discharge Oconee County, the

Oconee County Veteran's Affairs Office and their agents, servants, employees, representatives, and volunteers from any and all claims, demands, actions, causes of action of any type or nature arising out of or in any way connected with the services requested by me herein or performed or to be performed by the released parties. This Release shall be binding upon me, my heirs, successors, personal representatives and assigns.

Any prescription or refilled container submitted by me will be lawfully prescribed by a licensed physician. ~~Only new prescriptions or refills from the VA/Military Pharmacy will be submitted to the local VA office.~~

(SEAL)

Oconee County, South Carolina
 Staffed Convenience Centers
 Package C

Bid Date: August 12, 1994
 Bid Time: 2:00 pm

Bidder:	Zorn Company Inc.	Justice General Contractors, Inc.	Matrix Construction Co	SYS Associates, Inc.
Address:	P O Box 842 10261 Clemson Blvd. Seneca, SC 29678	P O Box 339 485 W Fair Play Blvd. Fair Play, SC 29643	P O Drawer 1795 1213 Crestview Road Anderson, SC 29622	P O Box 25847 Greenville, SC 29616
Contractor's Registration No.:	G-11727	G-13071	G-11041	G-10734
Contractor's Bidder No.:	B-40520	B-40176	B-30384	B-32439
Surety:	Peerless Insurance	North American Specialty Ins., Co.	North American Specialty Ins., Co.	North American Specialty Ins., Co.
1. Item Description – Five Forks Site	Amount	Amount	Amount	Amount
a. Site Grading, including Excavation and Backfill for Retaining Wall, Complete	\$42,500	\$41,287	\$36,905	\$32,117
b. Retaining Wall Construction, Complete	\$40,000	\$43,792	\$40,607	\$21,440
c. 18" rcp Culvert Pipe and 3' Yard Inlets, Complete	\$8,900	\$9,500	\$6,854	\$12,030
d. Site Bituminous and Concrete Paving, Including Crushed stone Areas, Complete	\$43,335	\$39,840	\$43,615	\$25,248
e. Septic System, Complete	\$1,500	\$1,600	\$1,065	\$5,203
f. Handrail, Handrail Gates, & Stair, Complete	\$8,200	\$8,500	\$12,192	\$11,352
g. Site Fencing, Complete	\$11,000	\$10,786	\$12,044	\$15,450
h. Site Landscaping, Complete	\$6,200	\$4,800	\$5,287	\$7,974
i. Seeding and Mulching, Complete	\$6,000	\$3,000	\$4,793	\$8,811
j. Bldg Inst. & Utility Connections, Complete	\$2,000	\$1,200	\$3,444	\$7,000
k. Electrical, Including Site Lighting, Complete	\$7,000	\$9,500	\$7,397	\$9,879
l. Erosion Control Measures, Complete	\$3,500	\$5,000	\$10,581	\$7,500
m. Rip Rap Ditch Lining and Outlet Protection, 70 SY	\$2,900	\$3,000	\$1,835	\$6,520
n. South Carolina Sales Tax, Total	\$800	\$1,863	\$1,015	\$4,475
TOTAL FOR ITEM NO. 1	\$183,835	\$183,668	\$187,634	\$174,999
2. Item Description – Westminster Site	Amount	Amount	Amount	Amount
a. Site Grading, Including Clearing, Grubbing, Excavation, and Backfill for Retaining Wall, Complete	\$47,500	\$45,450	\$46,979	\$46,400
b. Retaining Wall Construction, Complete	\$40,000	\$42,350	\$38,054	\$19,696
c. 36" rcp Culvert Pipe and 4' Yard Inlets, Complete	\$11,500	\$11,000	\$9,901	\$14,562
d. Site Bituminous and Concrete Paving, Including Crushed stone Areas, Complete	\$48,942	\$53,197	\$55,979	\$35,011
e. Septic System, Complete	\$2,500	\$2,500	\$1,265	\$5,555
f. Handrail, Handrail Gates, & Stair, Complete	\$8,000	\$8,600	\$11,594	\$11,090
g. Site Fencing, Complete	\$8,700	\$8,400	\$9,218	\$12,700
h. Site Landscaping, Complete	\$10,000	\$6,800	\$6,632	\$9,072
i. Seeding and Mulching, Complete	\$5,000	\$4,000	\$5,792	\$7,823
j. Bldg Inst. & Utility Connections, Complete	\$3,100	\$1,200	\$4,723	\$7,000
k. Erosion Control Measures, Complete	\$4,000	\$4,800	\$4,203	\$5,250
l. Rip Rap Ditch Lining and Outlet Protection, 70 SY	\$22,000	\$22,000	\$23,353	\$51,660
m. Electrical, Including Site Lighting, Complete	\$7,000	\$9,500	\$7,297	\$15,633
n. South Carolina Sales Tax, Total	\$700	\$1,813	\$1,010	\$4,459
TOTAL FOR ITEM NO. 2	\$218,945	\$221,610	\$226,000	\$245,911
3. Testing Allowance	\$8,000	\$8,000	\$8,000	\$8,000
FIRM LUMP SUM BASE BID PRICE	\$410,777	\$413,278	\$421,634	\$428,910
Deductive Alternate:				
Precast Concrete Retaining Wall	\$0	\$0	\$0	\$0
FIRM LUMP SUM BID WITH ALTERNATE	\$410,777	\$413,278	\$421,634	\$428,910

Miscellaneous Additions & Deductions	Unit Price (In Place)	Unit Price (In Place)	Unit Price (In Place)	Unit Price (In Place)
1. Miscellaneous Cut and Fill (On-Site)	\$4.50 /cy	\$4.75 /cy	\$5.00 /cy	\$5.00 /cy
2. Hauling & Placing Borrow from Off-Site Source	\$5.50 /cy	\$6.00 /cy	\$6.50 /cy	\$6.00 /cy
3. Excavating, Hauling and Disposing of Excess Cut to an Off-Site Location	\$4.00 /cy	\$4.75 /cy	\$5.00 /cy	\$5.00 /cy
4. Select Backfill	\$4.00 /cy	\$4.75 /cy	\$4.00 /cy	\$5.00 /cy
5. Aggregate Base Course (Transport & Install)	\$4.00 /cy	\$18.00 /cy	\$18.15 /cy	\$16.50 /cy
6. Bituminous Concrete Base Course	\$4.50 /ton	\$40.00 /ton	\$40.39 /ton	\$38.00 /ton
7. Bituminous Concrete Surface Course	\$8.50 /ton	\$40.25 /ton	\$41.58 /ton	\$39.00 /ton
8. Concrete Pavement	\$100.00 /cy	\$120.00 /cy	\$163.00 /cy	\$3.00 /cy
9. Structural Concrete (4000 psi)	\$125.00 /cy	\$200.00 /cy	\$313.49 /cy	\$200.00 /cy
10. Reinforcing Steel	\$750.00 /ton	\$700.00 /ton	\$851.00 /ton	\$700.00 /ton
11. Formwork	\$6.00 /sf	\$3.00 /sf	\$3.34 /sf	\$6.00 /sf
12. Topsoiling and Seeding	\$3,500.00 /acre	\$3,300.00 /acre	\$5,000.00 /acre	\$3,800.00 /acre

Subcontractors for Zorn Company, Inc.	Address	Work Description	% of Total Work
Clements		Electrical	
McKee/Seigle		Grading	
Hubbard Asphalt Paving		Paving	
Wilson Fence		Fence	
Subcontractors for Justice General Cont.			
Chastain Electrical	Greenville, SC	Electrical	5
McKee/Seigle	Seneca/Central, SC	Grading	27
Harold Pickens	Anderson	Paving	14
Wilson	Greenville, SC	Fence	4
Subcontractors for Matrix Const., Co			
Seigle	Central, SC	Grading	34
H A Pickens	Anderson, SC	Paving	13
Wilson	Charlotte, NC	Fence	5
Clements		Electrical	3.5
Subcontractors for SYS Assoc. Inc.			
McKee Grading	Seneca, SC	Grading	60
H A Pickens	Anderson, SC	Paving	20

Bid Irregularities	No item bid prices in initial proposal. Prices provided on 8/13/94. Total Price Written = \$410,777. Total Price calculated = 410,780. No % of Total Work provided for subcontractors.	Conditional price on misc. additions & deductions item no. 12, Topsoiling and Seeding	None	None
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CERTIFICATION

The attached tabulation of bids is certified to be an accurate tabulation of bids received for the above referenced project.

HDR Engineering, Inc.

Joseph C. Readling
 Joseph C. Readling, PE
 Project Engineer

AUG 19 1994

August 17, 1994

OCONEE COUNTY
PURCHASING DEPT.

HDR

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

Re: Bids for Oconee Staffed Convenience Centers
Package C
HDR Project No. 07488-001-018

Dear Ms. Dillard:

Bids for the subject project were received and publicly read aloud at 2:00 p.m. on Friday, August 12, 1994. The Advertisement for Bids was published in the Keowee Courier, South Carolina Business Opportunities, and the AGC and Dodge reports. The plans and specifications were available for public review during the advertisements at the offices of Oconee County, HDR Engineering, Inc., and the Columbia and Greenville offices of AGC and Dodge.

The bids received were examined for accuracy and compliance with the bid requirements. A tabulation of the bids is attached.

The low bidder is Zorn Company, Inc. at a firm lump sum base bid price of \$410,777. None of the contractors offered a deduct for installation of the precast retaining wall system. While all bids were higher than our estimate of \$400,800 (which included a 10% contingency), all bids were competitive as evidenced by the small margin between the bids (less than 5%).

As you are aware, the proposal submitted by Zorn is irregular in that it did not contain the price breakdown for each convenience center site as outlined in the proposal form. In an effort to clarify the County's options with respect to irregular proposals, I offer the following:

- Paragraph 5 of the General Conditions of the contract discusses irregular proposals. Zorn's proposal is irregular as defined in Paragraph 5.A.(2), which states that an incomplete proposal is considered irregular.
- The County has the option to either (1) reject Zorn's irregular proposal (GC's Paragraph 5.A.), or (2) waive irregularities and award the contract to Zorn (GC's Paragraph 5.B.). If Zorn's proposal is rejected, the County could award the contract to the second lowest bidder (Justice) or re-bid the contract.

HDR Engineering, Inc.

Suite 1400
128 S. Tryon Street
Charlotte, North Carolina
28202-5001

Telephone
704 338-1800

Ms. Marianne Dillard
August 17, 1994
Page 2

- Justice General Contractors, Inc. has the second lowest bid price at \$413,278. Justice has written a letter of protest dated August 15, 1994, protesting the potential award of the contract to Zorn Company because of the irregularity. A copy of the letter is attached. Justice's letter cites that Zorn's proposal is irregular with respect to Paragraphs 5.A.(5) and (6). I consider it somewhat gray whether or not Zorn's proposal is irregular because of either Subparagraph 5 or 6. With respect to Subparagraph 5, it is true that Zorn failed to insert prices for every line item; however, this is not a unit price contract. The contract amount is not a summation of the price breakdown but is instead the Firm Lump Sum Base Bid Price, which was filled out in Zorn's proposal. With respect to Subparagraph 6, it is true that Zorn failed to complete the proposal in an area where information was requested; however, the breakdown of numbers is not a major factor in evaluating the proposal. As you may recall, Package A did not include the breakdown of prices in the proposal form, but instead only included each site's total and the overall total. Again, the contract defines that the award will be to the lowest Firm Lump Sum Base Bid Price which Zorn included in their proposal.

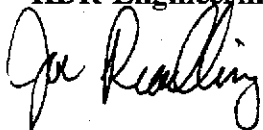
Probably the most valid concern regards setting a precedent of accepting incomplete or irregular proposals. In this case, the incomplete proposal does contain the key numbers on which the contract award is based; but even so, the omissions are inconsistent with the proposal form intent which was to include the breakdown of numbers at the time of the bid opening.

Regardless of which distinctions are made regarding the contract language, the proposal is deemed irregular because it is incomplete; and the contract allows the County to either reject the proposal or waive the irregularity and award the contract.

I am available to discuss this matter further with the County at your request.

Respectfully submitted,

HDR Engineering, Inc.



Joseph C. Readling, P.E.
Project Engineer

JCR/det

Attachments

cc: Jack Hirst, w/attachments



Justice General Contractors, Inc.

PO Box 339 • Hwy 182/59 • Fair Play, SC 29643
803 • 972 • 3355

August 15, 1994

RECEIVED

AUG 17 1994

HDR
CHARLOTTE, NC

Mr. Joe Readling, PE
HDR Engineering, Inc.
128 S. Tryon St.
Suite 1400
Charlotte, NC 28202-5001

Re: Bids for Oconee County
Staffed Convenience Centers "C"
August 12, 1994

Dear Joe:

As discussed today, we would like to submit a protest if the above referenced project is awarded to Zorn Company. Our reasons are as follows:

1. Their bid is irregular because bid items were not completely filled in as requested in the proposal form. I understand that a total price was given, but bid items for 1 (A thru N) and 2 (A thru N) were omitted.
2. I call attention to Information for Bidders, Section 00100, Paragraph 1.06-A., Irregular Proposal as described here, and Paragraph 5 of the General Conditions as attached. Zorn Company certainly meets the description for Irregular Proposals in (5) and (6) sentences.

I think that it is not fair for a governmental authority to entertain accepting an irregular bid when instructions in the bid documents state otherwise. Allowing a contractor to give detailed prices after his bid is submitted is in strict violation of Paragraph 6, item A & B of the General Conditions. This would be a "Revision of Proposal" after the bid. I understand that Zorn Co. was asked for the information in question after the bid.

I hope that a precedent will not be set in Oconee County accepting an irregular bid. We all need to follow the rules and guidelines. Overlooking mistakes and omissions in bid procedure will create future problems. In my opinion, this would be a major mistake.

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Please advise as soon as possible what will become of this irregularity. We have a vested interest in this project, both as a taxpayer and as a General Contractor.

Sincerely,

A handwritten signature in cursive script that reads "Thomas E. Justice". The signature is written in dark ink and is positioned above the typed name.

Thomas E. Justice

cc: Mr. Norman Crain
Ms. Maryanne Dillard
Mr. Jack Hurst

literature required by the Contract Documents, which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work.

X. SPECIFICATIONS.

Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Y. SUBCONTRACTOR.

Party supplying labor and material or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor.

Z. SUBSTANTIAL COMPLETION.

When the Work is sufficiently complete so it may be safely, conveniently and beneficially utilized by the Owner for all of the purposes for which it was intended.

AA. WILL.

Mandatory.

BB. WORK.

All materials, supplies and equipment incorporated or to be incorporated into the construction and all labor, operations and services necessary to produce the construction, including in part all testing, obligations, duties and responsibilities necessary to the successful completion of the construction start up, and demonstration as required by the Contract Documents.

3. CONTRACTOR'S UNDERSTANDING.

A. It is understood and mutually agreed that by submitting a Proposal the Contractor acknowledges that he has carefully examined all documents pertaining to the Work, the location, accessibility and general character of the site of the Work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the Work, the condition of existing buildings and structures, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant, and any other facilities needed preliminary to and during prosecution of the Work, the general and local conditions, the construction hazards, and all other matters, including but not limited to the labor situation which can in any way affect the Work under the Contract. It is further mutually agreed that by submitting a Proposal the Contractor acknowledges that he has satisfied himself as to the feasibility of the Contract Documents for the construction of the Work and that he accepts all the terms, conditions and stipulations contained therein; and that he is prepared to work in peace and harmony with other contractors performing work on the site.

B. No verbal agreement or conversation with any officer, agent or employee of the Owner or of the Engineer, or with the Owner himself, either before or after the execution of the Contract, shall affect or modify any of the terms, conditions, or other obligations set forth in the Contract Documents.

4. PROPOSALS.

A. Proposals must be submitted on forms furnished by the Owner or the Engineer and endorsed as provided in the Contract Documents.

B. Proposals must be submitted filled out with ink or typewriter, and without erasure, interlineation or changes, and if not made in accordance with the Contract Documents, will be subject to rejection as irregular. The Owner reserves the right to waive any irregularities or informalities.

C. Proposals shall be made in the name of the principal and if a copartnership, the names of all partners shall be given.

Exact post office address shall be given in all cases. If Proposals are submitted by an agent, satisfactory evidence of agency authority must accompany the Proposal.

5. IRREGULAR PROPOSALS.

A. Proposals shall be considered irregular and may be rejected for the following reasons unless otherwise provided by law

(1) If the Proposal form furnished to the bidder by the Owner or the Engineer is not used or is altered.

(2) If there are unauthorized additions or conditional bids, or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.

(3) If the bidder adds any provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award.

(4) If the unit or lump sum prices contained in the bid schedule are obviously unbalanced either in excess or below the reasonable cost analysis values.

(5) If the bidder fails to insert a unit price for every pay item indicated except in the case of authorized alternate pay items.

(6) If the bidder fails to complete the Proposal in any other particulars where information is requested so bidder's Proposal may be properly evaluated.

B. The Owner reserves the right to reject any or all bids and to waive irregularities or informalities as may be deemed best and in the Owner's interest.

6. WITHDRAWAL OR REVISION OF PROPOSALS.

A. A bidder may, without prejudice to himself, withdraw a proposal after it has been deposited with the Owner, provided the request for such withdrawal is received by the Owner, in writing or by telegram, before the time set for opening proposals. Telephonic communications shall not be accepted. After opening of bids, no proposal may be withdrawn by the bidder for a period of 30 days or as otherwise specified in the Contract Documents or provided by law.

B. Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled time for opening proposals, provided such telegraphic communication is received by the Owner prior to the opening of proposals, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the opening of proposals. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms shall not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days after the scheduled time for opening proposals, no consideration will be given to the telegraphic modification.

7. CORPORATE BIDDERS.

Corporate bidders to be eligible to enter into the Contract with the Owner shall be qualified to do business in the State where the Work will be performed. Bidders shall comply with all applicable licensing requirements. Foreign corporations which have not domesticated or otherwise become licensed in the State where Work will be performed shall obtain a permit to do business in such State pursuant to that State's requirements.

8. INTERPRETATIONS.

If a bidder intends to submit a bid for Work and is in doubt as to the true meaning of any part of the proposed Contract Documents, he may submit to the Engineer a written request for an interpretation thereof. The bidder submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made by addendum duly issued, and

OCONEE COUNTY BID TABULATION

BID FOR: Two (2) 1995 Class A 1,250 GPM Pumper Trucks **DATE:** August 23, 1994

BID NO: 94-07 **LOCATION:** Walhalla, SC **TIME:** 2:00 p.m.

BIDDERS	Piedmont Emergency Vehicles	Fire Mark, Inc.	Carolina Fire- Masters, Inc.	Slagle's Fire Eq. & Supplies	
Base Bid - Bid #1 Oakway	192,745.00	168,695.00	169,271.00	166,673.00	
Base Bid - Bid #2- Keowee Key	209,252.00	176,831.00	177,973.00	183,574.00	
If purchase both S. C. Sales Tax	600.00	-5,000.00 600.00	600.00	600.00	
Grand Total	402,597.00	341,126.00	347,844.00	350,847.00	
Delivery	Oakway 150 days after chassis	Feb. 1995	150-180 ARC	90-120 days after chassis	
	Keowee Key same	same	same	same	
Bond Included	yes	yes	yes	yes	
Brand Name	Ferrarra	Quality	E-one	KME	

ATTENDING OPENING: Ed Goff - Keowee FD; Bobby Williams, Frank Broach - Fire Comm.; Dewitt Mize - Fire Marshall; Bruce Senn - Fire Mark; Tommy White - Carolina FireMasters; Steve King - Slagle; Marianne Dillard, Jenny Peay - Purchasing

(Use this number on envelopes and all related correspondence)

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

The Piedmont Emergency Vehicles representing Ferrara Fire Apparatus submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached for two (2) 1995 Class A 1,250 GPM pumper trucks

Base Bid - Bid #1 - Oakway	\$ <u>192,745.00</u>
Base Bid - Bid #2 - Keowee Key	\$ <u>209,252.00</u>
S. C. Sales Tax	\$ <u>600.00</u>
Grand Total	\$ <u>402,597.00</u>

Delivery - Oakway 150 Days Keowee Key 150 Days

Delivery quoted days After Receipt of Chassis.
Bid shall include delivery to location stated on Bid Notice.
Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 150 Days After Receipt of Chassis
BIDDING ORGANIZATION Ferrara Fire Apparatus, Inc.
ADDRESS: P.O. BOX PO Box 249
CITY, STATE, ZIP CODE Holden, LA 70744-0249

SIGNATURE OF BIDDERS REPRESENTATIVE: James T. R. Hunt
TITLE: Dealer
DATE: 22 August 1994
TELEPHONE: (803)-845-5381

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

The QUALITY MANUFACTURING, INC.
submits herewith our Bid in response to bid request number shown above, and in
compliance with the description(s) and/or specification(s) attached for two (2) 1995
Class A 1,250 GPM pumper trucks

Base Bid - Bid #1 - Oakway	\$ <u>168,695.00</u>
Base Bid - Bid #2 - Keowee Key	\$ <u>176,831.00</u>
S. C. Sales Tax @ \$300.00 each unit	\$ <u>600.00</u>
QUANTITY DISCOUNT FOR TWO (2) TRUCKS	<u>(5,000.00)</u>
Grand Total	\$ <u>341,125.00</u>

Delivery - Oakway February 1995 Keowee Key February 1995

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: Please see attached letter.

BIDDING ORGANIZATION QUALITY MANUFACTURING, INC.

ADDRESS: P.O. BOX 1420 Nimitz Ave.

CITY, STATE, ZIP CODE Talladega, AL 35160

SIGNATURE OF BIDDERS REPRESENTATIVE: Bruce Kern

TITLE: Sales Representative

DATE: 8/23/94

TELEPHONE: (800) 676-0513

BID NO. 94-07

(Use this number on envelopes
and all related correspondence)

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

The Carolina FireMaster Inc.
submits herewith our Bid in response to bid request number shown above, and in
compliance with the description(s) and/or specification(s) attached for two (2) 1995
Class A 1,250 GPM pumper trucks

Base Bid - Bid #1 - Oakway	\$ <u>169,271.00</u>
Base Bid - Bid #2 - Keowee Key	\$ <u>177,973.00</u>
S. C. Sales Tax	\$ <u>600.00</u>
Grand Total	\$ <u>347,244.00</u>
Delivery - Oakway <u>150-180 ARC</u>	Keowee Key <u>150-180 ARC</u>

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: _____

BIDDING ORGANIZATION Carolina FireMaster Inc.

ADDRESS: P.O. BOX 1116

CITY, STATE, ZIP CODE Bennettsville, S.C. 29512

SIGNATURE OF BIDDERS REPRESENTATIVE: [Signature]

TITLE: Apparatus Mgr.

DATE: 8-18-94

TELEPHONE: 1-800-741-7410

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

The _____
submits herewith our Bid in response to bid request number shown above, and in
compliance with the description(s) and/or specification(s) attached for two (2) 1995
Class A 1,250 GPM pumper trucks

Base Bid - Bid #1 - Oakway	\$	<u>166,673.00</u>
Base Bid - Bid #2 - Keowee Key	\$	<u>183,574.00</u>
S. C. Sales Tax	\$	<u>N/A</u>
Grand Total	\$	<u>350,337.00</u>
Delivery - Oakway	<u>90-120 AROC*</u>	Keowee Key <u>90-120 AROC*</u>

AROC - After Receipt of Chassis

Bid shall include delivery to location stated on Bid Notice.

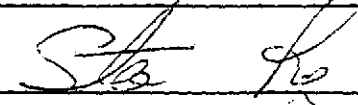
Show any exception, deviation, extra computation, or information on Bid Supplemental
Form attached hereto.

Delivery Date: 90-120 AROC*

BIDDING ORGANIZATION Slagles Fire Equipment for KME Fire Apparatus

ADDRESS: P.O. BOX P.O. Box 2184

CITY, STATE, ZIP CODE Cayce, South Carolina 29171

SIGNATURE OF BIDDERS REPRESENTATIVE: 

TITLE: Sales Representative

DATE: August 23, 1994

TELEPHONE: 803/791-4555 or 1-800-446-8896

OCONEE COUNTY BID TABULATION

BID FOR: Rebuilt Short Block

DATE: August 24, 1994

BID NO: 94-08

LOCATION: Walhalla, SC

TIME: 2:00 p.m.

BIDDERS	Road Machinery Services, Inc.	Pioneer Machinery, Inc.	William Detroit Diesel-Allison		
Base Bid - one complete rebuilt short engine block	6,628.00	6,500.00	No bid		
OPTION: Base Bid - New Short Block	No Bid	9,185.25			
Warranty	6 months	1 year			
Delivery	8 days	7-10 days ARO			

ATTENDING OPENING: Ronnie Smith - Motor Pool; Jenny Peay, Marianne Dillard - Purchasing

BID NO. 94-08

(Use this number on envelopes
and all related correspondence)

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

The _____
submits herewith our Bid in response to bid request number shown above, and in
compliance with the description(s) and/or specification(s) numbered one page
and attached hereto for one complete rebuilt short block engine for a 1973
12G Caterpillar motorgrader

Base Bid - one complete rebuilt short engine block \$ 6628.00

WARRANTY 6 MONTH PARTS ONLY CORE 5250.

OPTION: Base Bid - new short block \$ 5500.00

Rebuild your Block + CORE AS NEEDED

WARRANTY 6 MONTH PARTS ONLY

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: complete in stock - your Block & working DAYS

BIDDING ORGANIZATION ROAD MACHINERY SER

ADDRESS: P.O. BOX 400 Northside Drive

CITY, STATE, ZIP CODE Statesville, N.C. 28677

SIGNATURE OF BIDDERS REPRESENTATIVE: Bobby Bell

TITLE: Product Support

DATE: 8-23-94

TELEPHONE: 704-872-9528 - 1-800-272-2564

BID SUPPLEMENTAL FORM
OCONEE COUNTY
PURCHASING DEPARTMENT
COUNTY MAIL ROOM
WALHALLA, SOUTH CAROLINA 29691

DATE 8/16/94 BID NO. 94-08

1	3306PC		Short Block	\$6500.00
1	7C3863		Cam Shaft	381.60
1	6I1346	NEW	Oil Pump	385.98
1	2P0661	NEW	Water Pump	328.61
1	5S6296		Front Seal	10.30
1	9S3111		Rear Seal	30.66
1	5P9098		Gsk Pkg	91.07
1	5P9099		Gsk Pkg	49.34
1	6V1679		Gsk Pkg	70.49
1	6V1550		Gsk Pkg	61.71
1	1W6753	NEW	Air Compressor	600.00
				<u>\$8509.76</u>
	FREIGHT			250.00
	SALES TAX			<u>425.49</u>
				\$9185.25

Core subject to block and crank shaft inspection for acceptability. This charge would be an additional charge.

All parts are new, not rebuilt.

BID NO. 94-08

(Use this number on envelopes
and all related correspondence)

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

The _____
submits herewith our Bid in response to bid request number shown above, and in
compliance with the description(s) and/or specification(s) numbered one page
and attached hereto for one complete rebuilt short block engine for a 1973
12G Caterpillar motorgrader

Base Bid - one complete rebuilt short engine block \$ 6500.00

OPTION: Base Bid - new short block \$ _____

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: 7 - 10 DAYS AFTER RECEIPT OF PURCHASE ORDER

BIDDING ORGANIZATION PIONEER MACHINERY, INC.

ADDRESS: P.O. BOX P.O. Box 1098

CITY, STATE, ZIP CODE Piedmont, SC 29673

SIGNATURE OF BIDDERS REPRESENTATIVE: *W. Mark Anderson*

TITLE: PARTS MANAGER

DATE: 8/16/94

TELEPHONE: (803) 269-7995

OCONEE COUNTY BID TABULATION

BID FOR: Backdump Truck

DATE: August 30, 1994

BID NO: 94-09

LOCATION: Walhalla, SC

TIME: 2:00 p.m.

BIDDERS	Van Lott, Inc.	Mitchell Distributing Co.	L. B. Smith, Inc.	Interstate Equipment Co.	Blanchard Machinery
Base Bid	No Bid	No Bid	\$285,305.00	\$253,150.00	\$332,721.00
Tonage			35	30	35
Brand			Euclid R35	Terex 3305B	Cat 769C
Delivery			60 days ARO	65-90 days	13 weeks

ATTENDING OPENING: Olin Dorroh - Mitchell Dist.; Mark Dantzler, E. Cooper Gunby - Interstate Equipment; Gene Kendrick - L. B. Smith; Barry Sullivan - Blanchard Machinery; Marianne Dillard, Jenny Peay - Purchasing Dept. Tommy Crumpton - Rock Crusher

BID NO. 94-09

(Use this number on envelopes
and all related correspondence)

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

FAXED

The L. B. Smith, Inc.

submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) numbered two pages and attached hereto for either a 30 or 35 ton off road backdump truck

One New VME Euclid R-35

Base Bid	\$ <u>285,305.00</u>
Infreight	<u>Included</u>
S.C. Sales Tax of 5% (unless exempt)	<u>14,265.25</u>
TOTAL BID W/Tax	<u>299,570.25</u>

NOTE: For central lube system in lieu of automatic lube system deduct \$4,640.00.

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: 60 Days A.R.O. subject to prior sale.

BIDDING ORGANIZATION L. B. Smith, Inc.

ADDRESS: P.O. BOX 2303 Edmund Highway

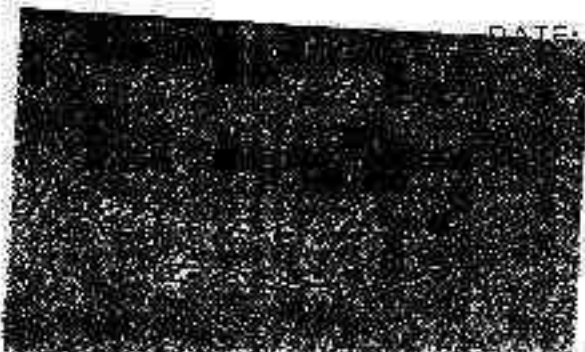
CITY, STATE, ZIP CODE Cayce, S. C. 29033

SIGNATURE OF BIDDERS REPRESENTATIVE: *Mark Kendrick*

TITLE: Territory Manager

DATE: 8-26-94

1-800-541-5744



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

The INTERSTATE EQUIPMENT COMPANY
submits herewith our Bid in response to bid request number shown above, and in
compliance with the description(s) and/or specification(s) numbered two pages
and attached hereto for either a 30 or 35 ton off road backdump truck

Base Bid	TEREX 3305B (30 TON)	\$ <u>253,150.00</u>
	S.C. SALES TAX	<u>12,657.50</u>

Bid shall include delivery to location stated on Bid Notice.

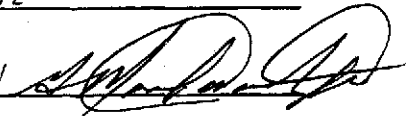
Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 65 - 90 DAYS

BIDDING ORGANIZATION INTERSTATE EQUIPMENT COMPANY

ADDRESS: P.O. BOX 122 GARDNERS TERRACE ROAD

CITY, STATE, ZIP CODE WEST COLUMBIA, SOUTH CAROLINA 29172

SIGNATURE OF BIDDERS REPRESENTATIVE: G. Mark Dantzler / 

TITLE: Vice President

DATE: August 29, 1994

TELEPHONE: (803) 794-7400

1-800-826-6256

BID NO. 94-09
(Use this number on envelopes
and all related correspondence)

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

The Blanchard Machinery Company
submits herewith our Bid in response to bid request number shown above, and in
compliance with the description(s) and/or specification(s) numbered two pages
and attached hereto for either a 30 or 35 ton off road backdump truck

Base Bid

\$ 332,721.00

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: 13 weeks from award

BIDDING ORGANIZATION Blanchard Machinery Company

ADDRESS: P.O. BOX 517

CITY, STATE, ZIP CODE Simpsonville, South Carolina 29681

SIGNATURE OF BIDDERS REPRESENTATIVE:

Barry Sullivan

TITLE: Sales Representative

DATE: August 30, 1994

TELEPHONE: 803 963-3645

Bid Supplemental Form
Oconee County
Purchasing department
County Mail Room
Walhalla, South Carolina 29691

Date 8/30/94

Bid No. 94-09

Exceptions:

- 1) The 769C has a Caterpillar seven-speed, electronically controlled, automatic power shift transmission.
- 2) The 769C final drive ratios - Differential ----- 2.74:1
Planetary ----- 4.80:1
Total reduction ---13.51:1
- 3) The 769C has 1800 x 33 (E-3) rock tires. These are the smallest tires we offer on the 769C.
- 4) Instead of a Body-up warning light, we disable the truck to ^{not} get out of 1st gear if the body is still up. There is an operator sensor when the body is down.
- 5) Instead of a no spin differential, Cat has Automatic Electronic Traction Aide which works better, and there's no tire scuff or additional torque stress in the final drives like w/ the no spin differential.

Extras where we exceed the specs

- 1) 450 Hp at 2000 RPM's (V-8)
- 2) 1800 x 33 (E-3) tires (larger than spec.)
- 3) Front brake disconnect when not needed; saves brake life.
- 4) Body liner - .79 inch floor & corners, .39 inch sides, .47 front.
- 5) Although our Drive Axle Total Reduction is less than you specified, we still exceed the competition on rimpull and speed.
*69,840 lbs. of rimpull at stall
*49.6% maximum gradeability at stall

I have included two charts showing the speeds and gear ratios. These charts show that while pulling a gross wt. of 149,000 lbs. the 769C can pull at 6 mph on a 20% slope and 8 mph on a 15% slope. The R35 Euclid is rated at 3 mph on a 20% slope and 4 mph on a 15% slope while pulling gross wt. of 146,000 lbs. Our machine is twice as fast loaded or unloaded, therefore; It should do twice as much work as the R35 Euclid.

The Euclid R35 is our closest competitor in this size machine. Cat is a higher priced machine because it's a stronger, faster and better machine. If you will look at the charts, brochures on *Oil cooled disc brakes, Automatic electronic traction aide, Selling Points List, etc.*, hopefully you will see that it is well worth the price.

Journal/Tribune • Messenger • Shopper

Seneca: P.O. Box 547, Seneca, SC 29679 (803) 882-2375
Clemson: P.O. Box 549, Clemson, SC 29633 (803) 654-2451

August 24, 1994

RECEIVED

AUG 26 1994

OCCASIONAL PURCHASING DEPT.

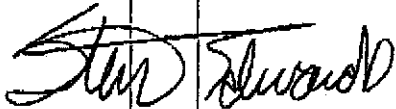
TO WHOM IT MAY CONCERN:

The Journal/Tribune is making a formal request to be named the legal advertising newspaper for Oconee County. With a circulation of more than 10,000, the Journal/Tribune goes to more households in the county than any other local newspaper.

Our circulation and news coverage area includes Fair Play, Long Creek, Mountain Rest, Oakway, Salem, Seneca, Townville, Walhalla, West Union and Westminster.

Our classified and legal advertising department will be happy to answer any questions or supply additional information regarding this matter.

Thank you for your consideration.



Steve Edwards, Publisher

Journal	Keowee
Boat Slips 30.00	- 10.50
Steel In B. 20.00	- 7.00
Nozzles 20.00	
Cover Dint 20.00	- 7.00
Comptrol 911 20.00	- 7.00

Keowee \$420 (7 x 60)
Seneca 1 1/2 1200

Cost Per Thousand Breakout For Legal Advertising For All Print Media In Oconee County

**Journal/Tribune
The Messenger**

**Keowee Courier
Westminster News**

10,000 Combined Circulation
\$10.00 Per Column Inch

4,000 Combined Circulation
\$7.50 Per Column Inch

EXAMPLE:

10 Inch Ad
\$10.00 Per Inch

\$100.00 For Entire Ad

10 Inch Ad
\$7.50 Per Inch

\$75.00 For Entire Ad

COST PER THOUSAND BASIS:

\$100.00 / 10,000 Circulation
\$10.00 PER THOUSAND

\$75.00 / 4,000 Circulation
\$18.75 PER THOUSAND

DIFFERENCE:

SAVINGS OF \$8.75 PER THOUSAND

COUNTY OF ANDERSON



COUNTY ADMINISTRATOR
GARY A. SMOAK

COUNCIL MEMBERS

G. FRED TOLLY, JR.
CHAIRMAN

WILLIAM A. FLOYD

HARVIE E. BANISTER

ED ALLGOOD

J. MIKE HOLDEN

August 18, 1994

George N. Hunnicutt
Finance Director
Oconee County
208 Booker Drive
Walhalla, SC 29691

Dear Ned:

As you may be aware, the State of South Carolina has again put themselves in the driver's seat of County operations and directed that we increase the Master-in-Equity salaries. Based on the new rates, the budget for FY 95 has increased.

I realize that Oconee County has been paying a portion of the expenses but it has not been in compliance with State Law. Sec. 14-11-10 states in part, "The governing bodies of any two or more counties may join together to fund the office of master-in-equity to serve two or more counties. Funding of this master-in-equity must be borne by each county included on a per capita population basis." According to the enclosed chart, the population of Anderson County at 1996 Census is 145,196 and Oconee is 57,494. Therefore, the percentage of allocation for Oconee is 28.37% of the budget of \$153,998 or \$43,689. We will anticipate receiving your disbursements at least on a quarterly basis in advance.

I am enclosing copies of the State Law and Census calculation. If you have any questions concerning this matter, please call us.

Sincerely,

Robert E. Crout, Director
Administrative Services

CC: Norman Crain
Judge Drew

INVOICE



P. O. BOX 4046
ANDERSON, SOUTH CAROLINA 29622

TO: George Hunnicutt
Finance Director
Oconee County

August 18, 19 94

Description of work done or services supplies	Net Charge
<p>First Quarter payment for Master - In - Equity</p> <p>Please send payment to: Anderson County Finance Department P. O. Box 8002 Anderson SC 29622</p> <p>White - Customer Copy / Yellow - Return with payment / Pink - File Copy</p>	<p>\$ 10,922.25</p>

WILLCOX CABLE

August 9, 1994

Mr. Norman Crane
208 Booker Drive
Walhalla, South Carolina

Dear Mr. Crane:

In follow-up to our conversation, please accept this letter as our notice of intent to install and maintain a cable system at Devils Fork State Park.

We have made a bid to supply cable television to the twenty villas and possibly the fifty-nine campsites at the Park. Our signal will consist of ABC, NBC, CBS, FOX, an educational channel, and a limited number of satellite channels. At no time will the cable signal be sold to anyone off the Park property.

If you have any questions or concerns please contact me. My address and phone number are provided below.

Sincerely,

George Willcox

George D. Willcox
202 Old Church Court
Augusta, Georgia 30907
(706) 855-9806

Oconee County Council

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

Harrison E. Orr
District Two
P.O. Box 1068
Walhalla, SC 29691

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

Public Service Building
208 Booker Drive
Walhalla, SC 29691
(803) 638-4244

Norman D. Crain
Supervisor, Chairman
317 Old Seneca Road
Westminster, SC 29693
(803) 638-4242 - Office

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

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

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

August 11, 1994

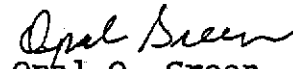
Ms. Minnie S. Owens
208 Mimosa St.
Westminster, SC 29693

Dear Ms. Owens:

The purpose of this correspondence is to inform you that your request to rename the short road on which your brother lived for so many years Rutledge Road will be referred to the Roads & Transportation Committee. I will notify you of Council's decision regarding this request.

Please do not hesitate to contact this office if we can be of further assistance to you regarding this or any other matter.

Respectfully,


Opal O. Green
Council Clerk

/og

C: File

Aug 3 1994

Westminster D.C.

Dear Mr Hawk:

my sister and I own property in the Five Forks Community. The short Road by the little white Bungalow from five forks to the Land fill Road. we own the Land on both sides of this short Road.

we would like this Road renamed Rutledge Road because W.C. - Bill Rutledge owned it for many years the little white house was his home. It was our Brother.

The Landfill is closed we hope this will keep people from just dumping trash along the Roads. we have spent much time and money keeping the Road sides cleaned up.

Dogs and Cats turned loose has always been a big problem.

because of the animal shelter
we hope you can change the
sign in Five Forks to Rutledge
Road.

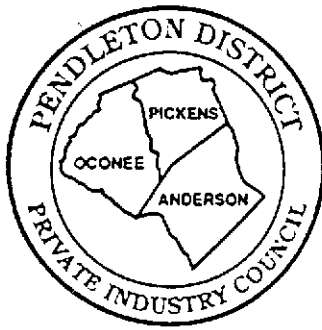
Many Thanks

Minnie S. Owens

Tel 647-2224

208 Minasa

Westminster S.C. 29693



PRIVATE INDUSTRY COUNCIL
"A Partnership That Works"

Administrative Office
Post Office Box 995
COLUMBIA, SOUTH CAROLINA 29202
TEL. (803) 737-2609 FAX (803) 737-2642

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

TO: NORMAN D. CRAIN, SUPERVISOR/CHAIRMAN DATE: AUGUST 10, 1994
FROM: LAWRENCE R. INABINET, CHAIRMAN *L. Inabinet*
SUBJECT: REAPPOINTMENT TO THE PRIVATE INDUSTRY COUNCIL

THE FOLLOWING OCONEE COUNTY REPRESENTATIVE ON THE PENDLETON DISTRICT PRIVATE INDUSTRY COUNCIL (PIC) TERM EXPIRED JUNE 30, 1994:

ARCHIE BARRON

HUMAN RESOURCES MANAGER
AMOCO FABRIC AND FIBERS
POST OFFICE BOX 1197
SENECA, SOUTH CAROLINA 29679
(803)882-5560 EXT. 621

BASED UPON HIS DEDICATION AND CONTRIBUTIONS I AM REQUESTING THE OCONEE COUNTY COUNCIL TO REAPPOINT THIS INDIVIDUAL TO THE PENDLETON DISTRICT PRIVATE INDUSTRY COUNCIL FOR ANOTHER THREE (3) YEAR TERM BEGINNING JULY 1, 1994 AND ENDING ON JUNE 30, 1997.

PLEASE ADVISE ME IN WRITING OF OCONEE COUNTY COUNCIL'S ACTION ON THIS MATTER.

ENCLOSURE

LRI/rgl

CC: ARCHIE BARRON

Edward H. Booker, M.D.

207 BOOKER DRIVE
WALHALLA, SOUTH CAROLINA 29691

TELEPHONE: (803) 638-5402

August 27, 1994

Norman Crain
Oconee County Supervisor
Booker Drive
Walhalla, SC 29691

RE: County Physician Contract

Dear Mr. Crain:

In order to avoid some end of the year confusion, I felt it best to drop you a brief note. As you are aware, for the past two years I have supplied medical care for the prisoners at the Oconee Law Enforcement Center. The terms of my contract has been to supply care and reasonable services for a flat fee of \$10,000 per year. These services have been carried out by my going to the OLEC twice weekly and on rare occasions the prisoners being transported to my office. There have been a few problems but generally this arrangement has worked well.

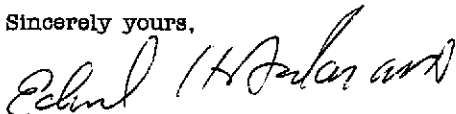
There are two areas that concern me about this arrangement. Primarily, there is no private area for examining prisoners especially females. There is no one to act as chaperone in these cases which obviously places me and the OLEC staff at some risk. Secondly, I have dealt with a handful of prisoners which need monitoring, such as diabetes and at least one case with AIDS.

Along these lines, I would like to see if arrangements may be made for an area to be set aside exclusively for my examinations. I would be willing to supply some equipment from my office but the county or I would have to purchase some equipment, such as an inexpensive glucose monitoring machine as used for home monitoring.

Should the current number of visits continue, I do not feel I can offer my services for the same fee. Therefore, I am requesting an increase of 6% in 1995 to \$10,600 and a 3% increase in 1996 to \$10,818. I also feel that it may be in the best interest of the county and myself to have a longer term contract. Obviously I am aware that the countys obligation to state inmates is changing and should there be a significant reduction in the number of inmates I would be glad to reconsider the above figures.

I appreciate the opportunity to address these problems early in hopes of avoiding confusion at the end of the year.

Sincerely yours,



Edward H. Booker, MD

EHB/sbb

RECEIVED
9-06-94

FEDDER & CAIN

ATTORNEYS AT LAW

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

TIMOTHY M. CAIN, P.A.

W. J. FEDDER (OF COUNSEL)

September 2, 1994

Mr. Norman D. Crain
Supervisor/Chairman, Oconee County
208 Booker Drive
Walhalla, South Carolina 29692

Re: Insurance coverage

Dear Norman:

Enclosed herewith is a copy of my Memorandum addressed to you and each Council Member concerning the developments with the Eagle Ridge Airport.

It is my belief that a periodic review of insurance coverage and related issues is prudent, even for state and county governments. Such a review, at this time, would appear timely and in order given the amount of increased activity at or near the County Airport as a result of the anticipated agreement with the private airport.

Traditionally, up until 1985, governmental entities in South Carolina relied upon the court created doctrine of sovereign immunity, first applied in England in the 1788 Case of **Russell v. Men of Devon**, 2 T.R. 667, 100 Eng. Rep. 359 and later cited in the South Carolina case of **Young v. Commissioners of Roads**, 2 Nott and Mc. 537, 11 S.C.L. 215, which held that torts caused by the negligence of state, county and municipal governments were not actionable unless provided for in a small number of legislatively enacted exceptions.

As I am sure you recall, the doctrine of sovereign immunity in South Carolina was abolished by our State Supreme Court in 1985 in the Case of **McCall v. Batson**, 285 S.C. 243, 329 S.E.2d 741, subject to certain exceptions as set forth in the Opinion.

Subsequent to **Batson**, the General Assembly enacted the South Carolina Tort Claims Act in Sections 15-78-10, **et. seq.**, **South Carolina Code of Laws Annotated**. Since the enactment of this legislation, local governments have relied upon the statutory monetary limitations on damages of \$250,000.00 from a loss arising from a single occurrence and \$500,000.00 for combined injuries.

Mr. Norman D. Crain
September 2, 1994
Page 2

However, recent court decisions challenging governmental immunity and the statutory caps on damages are and should be an area of concern to governmental entities. In addition, the Act itself may give rise to certain exceptions.

As an example of such trends, enclosed please find a copy of the decision of the South Carolina Supreme Court in the case of **Southeastern Freight Lines v. The City of Hartsville and the South Carolina Department of Highways and Public Transportation**, Opinion No. 24054, filed April 25, 1994. This Decision holds that the \$250,000.00 cap does not apply to a governmental entity in a situation where there is a non-governmental co-defendant/tortfeasor and an action for contribution has been filed.

In closing, it is the recommendation of this office that for the reasons hereinabove cited, Oconee County take steps to determine and maintain adequate insurance coverages, especially in light of the uncertainties presented by current trends in the law. Should you or any Council Member have any questions concerning these matters, please do not hesitate to call upon me.

With kind personal regards, I remain,

Sincerely,

FEDDER & GAIN



Timothy M. Cain

TMC/jmw
Enclosures

cc: County Council Members
Mr. Michael Willimon

MEMORANDUM

DATE: SEPTEMBER 2, 1994

TO: MR. NORMAN CRAIN
 MR. MICHAEL WILLIMON
 COUNTY COUNCIL MEMBERS

FROM: TIMOTHY M. CAIN

RE: OCONEE COUNTY AIRPORT
 EAGLE RIDGE AIRPORT F/K/A HIDDEN GLEN AIRPORT

Since the Special Meeting earlier this month, Stan Case and I have worked closely with the attorneys for Eagle Ridge to comply with Council's requests. Several changes have been made at the request and suggestion of the attorneys for Eagle Ridge, and Stan and I have made every effort to accommodate these requests.

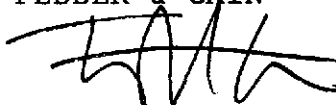
On August 29, 1994, I received the enclosed letters from Mr. Samuel F. Austin of the FAA and Mr. Joseph J. Saleeby of the SCAC. These letters, while helpful, do not go far enough and are not consistent with the Motion passed by Council that written verification be obtained from the FAA and SCAC or South Carolina Division of Aviation that the proposed agreements not adversely affect (a) the safe operation of the Oconee County Airport; and (b) past, present or future state and federal funding for the County Airport.

In this regard, enclosed to each of you are copies of my correspondence faxed to Mr. Austin and Mr. Saleeby this date. In an attempt to avoid delay, I have tried to explain, in my letters to Mr. Austin and Mr. Saleeby, the action taken by County Council and to obtain the necessary statements from each agency as to the effect of the proposed agreements on safety and funding.

It is the considered opinion of this office, that final approval of these documents and the proposed agreement should NOT be given until this clarification is received from the FAA and the SCAC.

Respectfully submitted,

FEDDER & CAIN



Timothy M. Cain

Enclosures



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports District Office, FAA
1680 Phoenix Blvd., Suite 101
Atlanta, GA 30349
(404) 994-5312 FAX: (404) 994-5319

August 25, 1994

Mr. Timothy M. Cain
Brandt, Feddar, Graham and Cain
Post Office Box 698
Seneca, South Carolina 29679-0698

Dear Mr. Cain:

This letter is written at the request of Mr. Daniel B. Lott, Jr., an attorney with Sherrill and Rogers, PC, concerning the Federal Aviation Administration's (FAA) Airspace Study No. 92-ATL-034-NRA for Eagle Ridge Airfield.

We applaud the Oconee County Council's approval of an ordinance which embraces 29 recommendations by the FAA and the South Carolina Division of Aeronautics. The Council's adoption of this ordinance, and subsequent compliance by property owners of the Eagle Ridge Airfield/Subdivision with the conditions stated in the related Agreement, Aeronautics Commission Consent Order, and Court Consent Order, should provide an acceptable level of safety at the Clemson-Oconee County Airport.

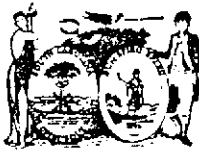
Satisfaction of FAA's concerns will eliminate possible obstacles to future federal funding under the Airport Improvement Program *as it pertains to this specific matter*. It should be clearly understood, however, that funding is not guaranteed and that the county will still have to compete for scarce federal funds.

When all parties have signed the requisite agreements, releases, etc., and furnished the FAA a copy of each, we will initiate a new airspace finding.

Sincerely,

Samuel F. Austin
Manager

cc:
Mr. Joe Saleeby
Mr. Daniel B. Lott, Jr.



South Carolina Aeronautics Commission

August 26, 1994

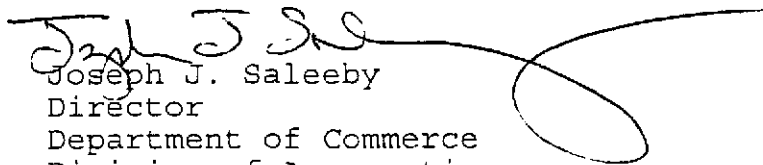
Timothy M. Cain, Esquire
Oconee County Council
339 ByPass 123, P.O. Box 698
Seneca, South Carolina 29679

Dear Mr. Cain:

I have received from Sherrill and Rogers, attorneys for Eagle Ridge Property Owners Association, a copy of the Ordinance passed by your client, the Oconee County Council, on Thursday, August 18th, relating to the Eagle Ridge Airfield. As you know, the Ordinance approves the Agreement, Release, Subordination Agreement, and Consent Order drafted by the parties and presented by you to the Council. These documents are based upon, and incorporate, the twenty-nine conditions, among other provisions, outlined by this Agency in October of 1993, for the operation of the Hidden Glen (now Eagle Ridge) Airfield.

Based on our previous letters and the Consent Order to be issued by the South Carolina Aeronautics Commission, which has been approved, it is the opinion of this Agency that the passage, execution, and implementation of the Agreement and court Consent Order will provide an equivalent level of safety for the operation of the Clemson/Oconee County Airport as presently exists. It is also the opinion of this Agency that the entry into the Agreement and Consent Order, in and of itself, will not adversely affect past, present, or future State funding for the Oconee County Airport. The Release and Subordination Agreement do not address matters of interest or concern to this Agency, and this Agency expresses no opinion regarding these documents.

Sincerely,


Joseph J. Saleeby
Director
Department of Commerce
Division of Aeronautics

**The State of South Carolina
In the Supreme Court**

Southeastern Freight Lines,

Respondent,

v.

The City of Hartsville and
the South Carolina Department
of Highways and Public Transportation,

Appellants.

Appeal from Darlington County
Ralph King Anderson, Jr., Judge

Opinion No. 24054
Heard March 2, 1994 - Filed April 25, 1994

AFFIRMED

William H. Davidson, II, and Andrew F. Lindemann, both of Ellis, Lawhorne, Davidson, & Sims, P.A., of Columbia; Joseph P. McLean, of Clarke, Johnson & Peterson, P.A.; and G. Conrad Derrick, of Bridges, Orr, McEachin, Derrick & Ervin, both of Florence, for Appellants.

Pope D. Johnson, III, and John C. Bradley, Jr., both of McCutchen, Blanton, Rhodes & Johnson, of Columbia, for Respondent.

BRISTOW, A.A.J.: The City of Hartsville (City) and the South Carolina Department of Highways and Public Transportation (State) appeal the trial judge's ruling that they are liable for pro rata shares of a wrongful death settlement under the Uniform Contribution Among Tortfeasors Act, S.C. Code Ann. §§ 15-38-10 to -70 (Supp. 1993), rather than percentage shares under the South Carolina Tort Claims Act, S.C. Code Ann. §§ 15-78-10 to -190 (Supp 1993). We affirm.

I. Facts

Elizabeth Shelley died after a vehicle owned and operated by Southeastern struck the car she was riding in at an intersection in the City limits. Shelley's estate commenced a wrongful death action against Southeastern and Southeastern brought third party actions against the City

and the State, claiming that their failure to place proper warning signs at the intersection was a contributing proximate cause of Shelley's death. According to Southeastern's amended third party complaint, the City and State were liable to Southeastern for "all or part of the Plaintiff's alleged damages and injuries by way of contribution."¹

Southeastern settled the wrongful death action prior to trial for \$400,000. Southeastern's claim for contribution was tried before a jury that apportioned 70 percent responsibility to Southeastern, 20 percent to the City, and 10 percent to the State. Southeastern moved to amend the verdict, claiming that the Uniform Contribution Among Tortfeasors Act made each party liable for a pro rata share. The City and the State opposed the motion on the ground that government entities are only responsible for their portion of liability under S.C. Code Ann. § 15-78-100(c) (Supp. 1993) and that the total liability of the government entities in this case could not exceed \$250,000 under S.C. Code Ann. § 15-78-120(a)(1). The trial judge ruled that sections 15-78-100(c) and 15-78-120(a)(1) were repealed by inconsistent provisions in the Uniform Contribution Among Tortfeasors Act that render joint tortfeasors liable for pro rata shares. In accordance with that ruling, the trial judge reformed the verdict to hold each tortfeasor liable for a pro rata share of the settlement. The City and State (collectively "Appellants") appealed.

II. Discussion

Appellants contend the trial judge erred in ruling that the Uniform Contribution Among Tortfeasors Act repealed sections 15-78-100(c) and 15-78-120(a)(1) of the Tort Claims Act. We disagree.

When two statutes are incapable of reasonable reconciliation, the latest statute passed repeals any earlier statute to the extent of repugnancy between the two statutes. Chris J. Yahnis Coastal, Inc. v. Stroh Brewery Co., 295 S.C. 243, 368 S.E.2d 64 (1988). Sections 15-78-100(c) and 15-78-120(a)(1) were passed by the Legislature in 1986 as part of the South Carolina Tort Claims Act. Section 15-78-100(c) requires the trier of fact in any tort action against a government entity to "return a special verdict specifying the proportion of monetary liability of each defendant against whom liability is determined" and section 15-78-120(a)(1) limits the total monetary liability of all government entities for any one occurrence. In 1988, the Legislature enacted the Uniform Contribution Among Tortfeasors Act to provide a right of contribution for joint tortfeasors who have paid more than their pro rata share of a common liability. S.C. Code Ann. § 15-38-20(B) (Supp. 1993). The Act further provides that relative degrees of fault are not to be considered in determining the pro rata liability of tortfeasors. S.C. Code Ann. § 15-38-30 (Supp. 1993). Clearly, the apportioned liability required by section 15-78-100(c) and the limitation on damages provided by section 15-78-120(a)(1) are inconsistent with the unlimited, pro rata liability required by section 15-38-20. Because this inconsistency cannot reasonably be reconciled, we conclude that the trial judge was correct in ruling that the Uniform Contribution

¹ The question whether this was a proper third party proceeding for contribution is not before us. However, we note that the right of contribution exists only in favor of a tortfeasor who has paid more than his pro rata share. S.C. Code Ann. § 15-38-20(B). In the absence of a ripe claim for contribution, it is questionable whether joint tortfeasors are subject to Rule 14, SCRPC.

Among Tortfeasors Act repealed sections 15-78-100(c) and 15-78-120(a)(1) of the Tort Claims Act.

Appellants next claim that the Uniform Contribution Among Tortfeasors Act does not apply to government entities because those entities are not "persons" for the purposes of that Act. We disagree.

"Person" is not defined in the Uniform Contribution Among Tortfeasors Act. Appellants argue that the definition of person contained in S.C. Code Ann. § 2-7-30 (1986) governs this action. Section 2-7-30 states:

The words "person" and "party" and any other word importing the singular number used in any act or joint resolution shall be held to include the plural and to include firms, companies, associations and corporations

Our primary function in interpreting a statute is to ascertain the intent of the Legislature. Spartanburg County Dep't of Social Services v. Little, ___ S.C. ___, 420 S.E.2d 499 (1992). Terms used in a statute must be given their ordinary and popular meaning. Citizens for Lee County, Inc. v. Lee County, 308 S.C. 23, 416 S.E.2d 641 (1992). The term include suggests that section 2-7-30 is not an exhaustive list of the legal entities comprehended by "person." Beaver v. Pelett, 299 Or. 664, 705 P.2d 1149 (Or. 1985). Thus, we do not read section 2-7-30 as necessarily excluding the State or government entities.

Moreover, we find nothing in the Uniform Contribution Among Tortfeasors Act to support the proposition that the Legislature intended to exempt the State from its operation. The purpose of the Act is to ameliorate the unfairness vested on all joint tortfeasors by the common law's prohibition against contribution. A fair reading of the Act indicates the Legislature intended it to apply to all tortfeasors and that the term "person," which is used only three times, is used interchangeably with "tortfeasor." Therefore, we reject Appellants' assertion that the State is excluded from the operation of the Uniform Contribution Among Tortfeasors Act. Accord S.C. Code Ann. § 15-78-40 (Supp. 1993)("The State, an agency, a political subdivision, and a government entity are liable for their torts in the same manner and to the same extent as a private individual").

Appellants also contend that the trial judge's ruling requires the State to expend public funds in violation of S.C. Const. art. X, § 11. This claim is without merit. Article X, § 11 "relates solely to general obligation bonds payable from the proceeds of ad valorem tax levies." Carl v. S.C. Jobs-Economic Devel. Auth., 284 S.C. 438, 327 S.E.2d 331 (1985).

For the foregoing reasons, the order of the trial judge is

AFFIRMED.

CHANDLER, A.C.J., FINNEY, TOAL and MOORE, JJ., concur.

FEDDER & CAIN

ATTORNEYS AT LAW

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

COPY

TIMOTHY M. CAIN, P.A.

W. J. FEDDER (OF COUNSEL)

September 2, 1994

Mr. Samuel F. Austin, Manager
Federal Aviation Administration
Airports District Office
1680 Phoenix Blvd., Suite 101
Atlanta, Georgia 30349

Re: Oconee County Airport
Eagle Ridge Airport f/k/a Hidden Glenn Airport

Dear Mr. Austin:

I am in receipt of and thank you for your letter dated August 25, 1994 and received by this office on August 29, 1994 concerning the above-referenced matter. We appreciate your agency's prompt response to the request submitted by the attorneys for the Eagle Ridge Airport.

The purpose of this letter is to clarify the recent action taken by the Oconee County Council concerning this matter and to request additional information from your agency.

On August 18, 1994, the Oconee County Aeronautics Commission made a recommendation to the Oconee County Council concerning the proposals made by the owners and potential users of the Eagle Ridge Airport. The Commission, by a vote of three (3) to two (2), approved the following motion as a recommendation to be forwarded to the Oconee County Council:

That the County Council approve the proposed Agreement, Release, Subordination Agreement and Consent Order as presented by the County's legal counsel as to form and content, such approval being contingent upon and subject to the fulfillment of the following conditions:

1. Obtaining the proper signatures of all other parties to be named in said documents, including proof of authorization for such signatures by the governing bodies of any Corporations and/or Associations or other entities which are to be parties to such documents;

Mr. Samuel F. Austin, Manager
September 2, 1994
Page 2

2. Obtaining the properly executed Subordination Agreements by any Mortgagees or lienholders of lots and the airstrip in Eagle Ridge Subdivision, together with appropriate Title Certifications to Oconee County as to such property at the expense of the owners of such property;
3. Obtaining written verification from the FAA and SCAC or SC Division of Aviation, Department of Commerce, that the entry into such agreements by Oconee County will not adversely affect (a) the safe operation of the Oconee County Airport; and (b) past, present or future State and Federal funding for the Oconee County Airport, to include any appropriate airspace finding by the FAA;
4. Acceptance and approval of all of the documents by the Court of Common Pleas for Oconee County, South Carolina.

Subsequently, on the same date, the Oconee County Council, which is the governing body of Oconee County, approved the following motion:

That the County's legal counsel be authorized and directed to proceed to obtain contingencies 1, 2 and 3, as contained in the recommendation and when obtained, present the same to the County Council for review and approval when such documents are properly executed and presented to the County Council.

This motion was passed by a vote of four (4) to one (1), with the County Supervisor-Chairman of the Oconee County Council placing his objections to and concerns about the proposed arrangement on the record.

Your letter of August 25, 1994 makes reference to "the approval of an Ordinance" passed by the County Council. I wanted to make certain that you were aware that no Ordinance (which by law, would require three (3) readings prior to enactment) has been enacted by Oconee County approving the proposed arrangement with the Eagle Ridge Airport.

Mr. Samuel F. Austin, Manager
September 2, 1994
Page 3

Additionally, I do not anticipate that such an Ordinance will be enacted, as it is contemplated that the proposed Agreement between Oconee County and the other parties, as well as the other documents referenced in the motions approved by the Commission and County Council, will be approved by the County Council in the form of a motion, and ultimately, be subject to the approval of the Court of Common Pleas for Oconee County, South Carolina.

In addition, the motions approved by both bodies contemplate and require that prior to approval by the County Council, the County obtain written verification from your agency that the entry into such agreements by the County will not adversely affect the safe operation of the Oconee County Airport and past, present, or future federal funding for the Oconee County Airport.

In this regard, in order to expedite this matter, I have taken the liberty of preparing a letter for your review and signature which contains the language as approved by the County Aeronautics Commission and County Council. For your information, I have prepared a similar proposed letter for review and approval by Mr. Joseph J. Saleeby of the South Carolina Division of Aeronautics, a copy of which is also enclosed. It is my understanding that the actions taken by the Commission and Council up to this point, have been based, in part, upon the airspace determinations of your agency dated May 27, 1992 addressed to Mr. Thomas H. Glenn, President of Glenco, Inc.; revised airspace determination dated October 28, 1993 addressed to Mr. Glenn; and letter dated June 1, 1994 addressed to Mr. Edward F. Byars, President of Eagle Ridge Property Owners Association.

The revised airspace determination dated October 28, 1993 states that the FAA had reviewed the special provisions for operations at the private airport and had "no objections to the establishment of the subject private use airport..... as it will not adversely affect the safe and efficient use of airspace by aircraft", provided an agreement is maintained which includes, but is not limited to, the twenty-nine (29) provisions contained in the letter.

Also enclosed for your review are copies of the proposed Agreement, Consent Order, Release and Subordination Agreement referenced in the two motions passed by the Commission and the Council.

Mr. Samuel F. Austin, Manager
September 2, 1994
Page 4

I am sure that you are aware and can appreciate that safety is the paramount concern of the County in considering whether or not to enter into the referenced agreement. The County Council will reply upon the determinations by the FAA and SCAC that such an arrangement as evidenced by the referenced documents will not adversely affect the level of safety in the area. Your assistance and cooperation is greatly appreciated. Necessarily, should there be any questions, please do not hesitate to call upon me.

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

Sincerely,

FEDDER & CAIN

Timothy M. Cain

TMC/trl
Enclosures

cc: Mr. Norman D. Crain
Mr. Joseph J. Saleeby
Oconee County Council Members
Mr. Michael Willimon
Stanley T. Case, Esquire
Daniel B. Lott, Jr., Esquire

COPIES

FEDDER & CAIN

ATTORNEYS AT LAW

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

TIMOTHY M. CAIN, P.A.

W. J. FEDDER (OF COUNSEL)

September 2, 1994

Mr. Joseph J. Saleeby, Director
South Carolina Department of Commerce
Division of Aeronautics
Post Office Box 280068
Columbia, South Carolina 29228-0068

Re: Oconee County Airport
Eagle Ridge Airport F/K/A Hidden Glenn Airport

Dear Mr. Saleeby:

I am in receipt of and thank you for your letter dated August 26, 1994 and received August 29, 1994 concerning the above-referenced.

Enclosed please find a copy of my letter to Samuel F. Austin of the Federal Aviation Administration, which should be self-explanatory. As indicated in this letter, we would like to explain the action taken by the Oconee County Council and request clarification from the FAA and your agency as to safety and funding.

In this regard, in order to expedite this matter, I have taken the liberty of preparing a draft letter for your consideration and signature which I believe will put the County Council in a better position to approve the Agreement with the Eagle Ridge group.

Also enclosed are copies of the documents referenced in my letter to Mr. Austin. Necessarily, should there be any questions, please do not hesitate to call upon me.

Sincerely,

FEDDER & CAIN

Timothy M. Cain

TMC/trl
Enclosures

cc: Mr. Norman D. Crain
Mr. Michael Willimon
Oconee County Council Members
Mr. Samuel F. Austin
Charles Richardson, Esquire
Stanley T. Case, Esquire
Daniel B. Lott, Jr., Esquire

DRAFT

Timothy M. Cain, Esquire
FEDDER & CAIN
Post Office Box 698
Seneca, South Carolina 29679

Re: Oconee County Airport
Eagle Ridge Airport f/k/a Hidden Glenn Airport

Dear Mr. Cain:

This letter is written to you in your capacity as Attorney for Oconee County, South Carolina, and at your request pursuant to your letter dated September 2, 1994 concerning the Federal Aviation Administration's (FAA) Airspace Study No. 92-ATL-034-NRA for Eagle Ridge Airfield.

This agency has reviewed the actions taken by the Oconee County Aeronautics Commission and Oconee County Council, as well as the proposed Agreement, South Carolina Aeronautics Commission Consent Order, Court Consent Order, Release, and Subordination Agreement to be entered into or signed by the parties where appropriate. In this regard, it is the finding and position of this agency that the adoption and approval of such documents by Oconee County and the implementation of the terms and provisions contained therein will not adversely affect the safe operation of the Oconee County Airport or past, present or future federal funding for the Clemson-Oconee County Airport. However, it should be clearly understood that such future funding is not guaranteed and that Oconee County will still have to compete for scarce federal funds.

When all parties have signed the requisite agreements, releases, etc., and furnished the FAA a copy of each, we will initiate a new airspace finding in accordance with that revised airspace determination dated October 28, 1993.

Sincerely,

Samuel F. Austin

SFA/

cc: Mr. Joseph J. Saleeby
Mr. Daniel B. Lott, Jr., Esquire
Mr. Norman D. Crain

DRAFT

September _____, 1994

Timothy M. Cain, Esquire
Oconee County Council
339 By-Pass 123, P.O. Box 698
Seneca, South Carolina 29679

Dear Mr. Cain

I have reviewed from Sherill and Rogers, attorneys for Eagle Ridge Property Owners Association, a copy of the recommendation approved by the Oconee County Council and the Motion approved by the Oconee County Council on Thursday, August 18, 1994 relating to the Eagle Ridge Airfield. I have also received and reviewed the Agreement, Release, Subordination Agreement, and Consent Order drafted by the parties and presented by you to the Council. These documents are based upon, and incorporate, the twenty-nine conditions, among other provisions, outlined by this Agency in October of 1993, for the operation of the Hidden Glen (now Eagle Ridge) Airfield.

Based on our previous letters and the Consent Order to be issued by the South Carolina Aeronautics Commission, which has been approved, it is the finding and opinion of this Agency that the passage, execution, and implementation of the Agreement and court Consent Order will provide an equivalent level of safety for the operation of the Clemson/Oconee County Airport as presently exists. The entry into the Agreement and Consent Order will not adversely affect past, present or future State funding for the Oconee County Airport. The Release and Subordination Agreement do not address matters of interest or concern to this Agency, and this Agency expresses no opinion regarding these documents.

Sincerely,

Joseph J. Saleeby
Director
Department of Commerce
Division of Aeronautics