

**A G E N D A**

**OCONEE COUNTY COUNCIL MEETING**

**TUESDAY, FEBRUARY 21, 1995**

**3:00 PM**

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Presentation of Plaque of Appreciation to Mr. Buddy Hawk for Road Work on Federal Projects - Mr. Dennis Bauknight & Mr. Mark Berkland, Natural Resources Conservation Services
5. Briefing Regarding \$7,500,000 South Carolina Jobs-Economic Development Authority Bonds (Greenfield Industries, Inc.) Series 1995 - Ms. Kathy McKinney, Bond Counsel & Mr. Robert Gaillard, Planning Commission Director
6. First Reading of Ordinance 95-1, "An Ordinance Authorizing The Execution And Delivery Of A Limited Assignment Of Lease Agreement By And Between Oconee County, South Carolina, and First Union National Bank Of South Carolina Relating To The Indenture Of Lease Dated June 29, 1959, By And Between Oconee County, South Carolina, And Oconee Memorial Hospital Association, Of Which Oconee Memorial Hospital, Inc. Is Successor; And An Amendment To Lease Dated December 20, 1994, By And Between Oconee County, South Carolina, And Oconee Memorial Hospital, Inc.; And Other Matters Related Thereto" in title only
7. Consideration of Request for the Functional Transition Class at West-Oak to Use an Oconee County Volunteer Fire Department Building - Mr. Sam Donald, School District
8. Consideration of Arts Contract - Mr. Ernst Hesterberg, Art Commission Chairman
9. Consideration of Resolution 95-4, "A Resolution Proclaiming February as School Board Member Recognition Month" - Mr. Ernst Hesterberg

**AGENDA**

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10. Consideration of Quotes Received for Replacement Parts to Include Gaskets, Seals & Bearings for Euclid Equipment at Rock Crusher - Mr. Lee Davis, Motor Pool Foreman & Ms. Marianne Dillard, Purchasing Director
11. Consideration of Bids for Disposal of White Goods - Mr. Jack Hirst, Solid Waste Director & Ms. Marianne Dillard, Purchasing Director
12. Consideration of Bids for Food at Law Enforcement Center - Mr. Bob Busch, LEC Director & Ms. Marianne Dillard, Purchasing Director
13. Old Business
14. New Business
15. Adjourn

\*\*\*2:45 pm\*\*\* Administrative Briefing

\*\*\*2:00 pm\*\*\* Roads & Transportation Committee Meeting for the Purpose of Discussing Requests to Change the Names of the Following Roadways:

Johnny Hightower Circle

Williams Lane

Lee Lane

Discussion of Bridges That Need to be Replaced, etc.

**MEMBERS, OCONEE COUNTY COUNCIL**

Mrs. M. Fran Burrell, District I    Mr. Harrison E. Orr, District II  
Mr. Harry R. Hamilton, District III    Mr. Roy B. Strickland, District IV  
Mr. Alton K. Williams, District V

**MINUTES, OCONEE COUNTY COUNCIL MEETING**

The regular meeting of the Oconee County Council was held Tuesday, February 21, 1995 at 3:00 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: Ashton Hester - Keowee Courier, Dick Mangrum - WGOG Radio, Jennifer Barnett - Anderson Independent, Alan Adams - Journal/Tribune & Karen Peterson - Greenville News & Steve Edwards - 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 Ms. Burrell.

Invocation

Mr. Orr made a motion, seconded by Mr. Williams, approved 4 - 0 (Ms. Burrell abstaining) that the minutes of February 7, 1995 be adopted as printed.

Minutes

Mr. Dennis Bauknight, Mr. Ellis Morrow & Mr. George Grobusky of the Natural Resources conservation Services presented a plaque of appreciation to Mr. Buddy Hawk, 911 Coordinator/Right-of-Way Technician, for his work on the federal project to repair county roadways damaged by the March, 1994 tornado and heavy rains.

Plaque  
(Buddy Hawk)

Mr. Williams made a motion, seconded by Mr. Strickland, approved 5 - 0 that Resolution 95-5, "A Resolution Expressing Appreciation for Grant Funds and Assistance in Repairing Storm Damage" be adopted on first and final reading.

Res. 95-5

Ms. Kathleen McKinney, Bond Counsel, McNair & Sanford Law Firm, and Mr. Robert Gaillard, Planning Commission Director, briefed Council regarding the planned expansion of Greenfield Industries. Ms. McKinney informed Council the planned expenditure is \$7,500,000 and will be a fifty percent (50%) increase of the present facility. The expansion will create approximately one hundred, five (105) new jobs. The expansion will be financed through Jobs Economic Development Revenue Bonds. Ms. McKinney further informed Council the County would not be responsible for any pay back on these bonds should the company default.

Greenfield Industries

Ms. Kathleen McKinney, Bond Counsel, informed Council that Wheat First Butcher Singer had been able to secure insurance on the \$17,500,000 Hospital Revenue Bonds approved by Council in December, 1994 which will result in a net savings of \$4,900,000.

Ord. 95-1

Mr. Cain, County Attorney, brought Section 15, A - D of the Amendment to Indenture of Lease to the attention of Council and pointed out that the net effect was giving up the right to terminate the lease.

After discussion, Mr. Orr made a motion, seconded by Mr. Hamilton, approved 4 - 1 (Mr. Strickland voting against) that Ordinance 95-1, "An Ordinance Authorizing The Execution and Delivery of A Limited Assignment Of Lease Agreement By And Between Oconee County, South Carolina, And First Union National Bank Of South Carolina Relating To The Indenture Of Lease Dated June 29, 1959, By And Between Oconee County, South Carolina, And Oconee Memorial Hospital Association Of Which Oconee Memorial Hospital, Inc. Is Successor; And An Amendment To Lease Dated December 20, 1994, By And Between Oconee County, South Carolina, And Oconee Memorial Hospital, Inc.; And Other Matters Related Thereto" be adopted on first reading in title only.

A Public Hearing regarding the above mentioned Ordinance and consideration of third and final reading of ordinance were scheduled March 14, 1995 at 3:00 pm in Council Chambers.

Upon request of Mr. Sam Donald & Ms. Juanita Mathes, Mr. Williams made a motion, seconded by Mr. Orr, approved 5 - 0 that students in the Functional Transition Program be allowed to use the Oconee Volunteer Fire Department to provide job training. This program will be supervised by Ms. Mathes and two (2) aides and in the event of a fire call, the students will have a designated area to gather away from the trucks and firemen. (See attachment)

School

Upon request of Mr. Ernst Hesterberg, Arts Commission Chairman, Mr. Strickland made a motion, seconded by Mr. Orr, approved 5 - 0 that the attached contracts for Artist in Residence Programs to be conducted at four (4) schools at a cost of \$750 each be adopted.

Arts

Mr. Strickland made a motion, seconded by Mr. Orr, approved 5 - 0 that Resolution 95-4, "A Resolution Proclaiming February as "School Board Member Recognition Month" be adopted on first and final reading.

Res. 94-5

Upon recommendation of Mr. Lee Davis, Motor Pool Foreman and Ms. Marianne Dillard, Purchasing Director, Mr. Strickland made a motion, seconded by Mr. Hamilton, approved 5 - 0 that the quote of L. B. Smith for replacement parts to include gaskets, seals and bearings at a cost of \$3,717.31 for the Euclid truck at the Rock Crusher be adopted. (See attachment)

Motor  
Pool

Upon recommendation of Mr. Davis & Ms. Dillard, Mr. Strickland made a motion, seconded by Mr. Williams, approved 5 - 0 that a preheater for the engine of the Mitsubishi Shovel at the Rock Crusher be purchased from Blanchard Machinery at a cost of \$4,500.

Upon recommendation of Mr. Davis & Ms. Dillard, Mr. Strickland made a motion, seconded by Mr. Williams, approved 5 - 0 that the Motor Pool be allowed to purchase ten (10) used radios at a cost of \$200 each and change the crystal for \$90 each from C. W. Wolff to be used in county vehicles.

Upon recommendation of Mr. Jack Hirst, Solid Waste Director & Ms. Dillard, Mr. Orr made a motion, seconded by Ms. Burrell, approved 5 - 0 that the bid of Cumbaa Enterprises, Inc. to purchase white goods from the landfill at \$7.50 per ton be adopted. (See attached)

Solid  
Waste

Upon recommendation of Mr. Bob Busch, Law Enforcement Director and Ms. Dillard, Mr. Strickland made a motion, seconded by Mr. Orr, approved 5 - 0 that the bid for food at the LEC be awarded as delineated on the attached bid sheet (low bid per item).

LEC

Ms. Dillard presented Council with an AT&T proposal for long distance service for the county and asked them to review it.

Phone

Mr. Orr, Chairman, Roads & Transportation Committee, informed Council it was the recommendation of the committee that the following road name changes be made:

Roads

Williams Lane to Childers Lane with Mrs. Evelyn Childers paying the \$25.00 charge as she requested the change.

Johnny Hightower Circle to Hidden Acres with Ms. Judy Boggs paying the \$25.00 charge as she requested the change.

Lee Lane to Quarter Horse Lane with Mr. Charles Smith paying the \$25.00 charge as he requested the change.

This recommendation was adopted 5 - 0.

Mr. Orr then informed Council it was the recommendation of the Roads & Transportation Committee that the following eight (8) wooden bridges in the county be replaced with culverts to alleviate flooding and other roadway problems at a total cost of \$180,000 (including a 20% contingency) for culverts, gravel, labor, etc. with funds coming from line item 10 022 00150 22881:

Tamassee Creek Rd.	(CH 13)
Sullivan Rd.	(TU 4)
Galloway Rd.	(WA 10)
Coneross Farm Rd.	(WA 149)
Brittany Dr.	(WA 206)
Todd Bridge Rd.	(WA 16)
Low Water Bridge Rd.	(CH 75)
Collins Rd.	(WA 155)

Ms. Dillard, Purchasing Director concurred it would be in the best interest of the county to accept this recommendation under the same terms and conditions as EWP Grant Oconee 8.

This recommendation was adopted 5 - 0.

The Law Enforcement, Safety, Health, Welfare & Services Committee scheduled a meeting Monday, February 27, 1995 for the purpose of making a field trip to inspect proposed manned convenience center sites. LEC Meet

Mr. Crain referred the attached listing of roadway problems to the Roads & Transportation Committee. Roads

The committee then scheduled a meeting Monday, February 27, 1995 at 3:30 pm and Tuesday, February 28, 1995 at 3:30 pm for the purpose of making field trips to view these road problems.

Upon recommendation of Mr. Crain, Mr. Williams made a motion, seconded by Mr. Strickland, approved 5 - 0 that should the land at the fish hatchery revert to the county, Oconee County would look favorably upon conveying the land to the State of South Carolina for the continued operation of the fish hatchery with a clause in the deed stating if the property should ever cease to be operated in like manner the land will revert back to Oconee County. Fish Hatchery

The Personnel & Intergovernmental Committee scheduled a meeting Tuesday, March 7, 1995 at 6:00 pm in Council Chambers for the purpose of discussing the proposed Land Use Plan Ordinance. Personnel & Intergov -mental

Minutes, Oconee County Council Meeting  
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Adjourn: 4:30 pm

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

**McNAIR & SANFORD, P.A.**  
ATTORNEYS AND COUNSELORS AT LAW

NATIONSBANK PLAZA/SUITE 601  
7 NORTH LAURENS STREET  
GREENVILLE, SOUTH CAROLINA 29601

TELEPHONE 803/271-4940  
FACSIMILE 803/271-4015

CHARLESTON OFFICE  
140 EAST BAY STREET  
POST OFFICE BOX 1431  
CHARLESTON, SC 29402  
TELEPHONE 803/723-7831  
FACSIMILE 803/727-3227

COLUMBIA OFFICE  
NATIONSBANK TOWER  
1301 GERVAIS STREET  
POST OFFICE BOX 11390  
COLUMBIA, SC 29211  
TELEPHONE 803/790-0800  
FACSIMILE 803/790-9804

GEORGETOWN OFFICE  
121 SCHEVEN STREET  
POST OFFICE DRAWER 418  
GEORGETOWN, SC 29442  
TELEPHONE 803/548-6102  
FACSIMILE 803/548-0028

RALEIGH OFFICE  
234 FAYETTEVILLE STREET, 1 MALL  
SUITE 100  
POST OFFICE BOX 2447  
RALEIGH, NC 27602  
TELEPHONE 919/755-1800  
FACSIMILE 919/880-4180

SPARTANBURG OFFICE  
SPARTAN CENTRE/SUITE 308  
101 WEST ST. JOHN STREET  
POST OFFICE BOX 5137  
SPARTANBURG, SC 29304  
TELEPHONE 803/542-1300  
FACSIMILE 803/542-0703

WASHINGTON OFFICE  
MADISON OFFICE BUILDING  
SUITE 400  
1165 FIFTEENTH STREET, NORTHWEST  
WASHINGTON, DC 20005  
TELEPHONE 202/459-3800  
FACSIMILE 202/659-5187

February 17, 1995

Ms. Opal O. Green  
Clerk to County Council  
208 Booker Drive  
Wahalla, South Carolina 29691

VIA FAX 803-638-4241

Re: \$17,500,000 South Carolina Jobs-Economic Development Authority, Hospital Revenue Bonds, Series 1995 (Oconee Memorial Hospital, Inc.)

Dear Opal:

Please place the attached Ordinance authorizing a Limited Assignment of Lease Agreement on the agenda for the February 21 meeting of County Council. I will be there to answer any questions. I have discussed this matter with Tim Cain. Copies of the Ordinance are being forwarded to Connie Lee Insurance Company for review by its attorney, Richard Dent.

Sincerely,

McNAIR & SANFORD, P.A.

  
Kathleen Crum McKinney

KCM/dcp  
Attachments

cc: Timothy M. Cain, Esq.  
James L. Williams, Esq.  
John Paul Trouche, Esq.  
John R. Franklin  
W. Ham Hudson  
G. Richard Dent, Esq.



AN ORDINANCE

AUTHORIZING THE EXECUTION AND DELIVERY OF A LIMITED ASSIGNMENT OF LEASE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND FIRST UNION NATIONAL BANK OF SOUTH CAROLINA RELATING TO THE INDENTURE OF LEASE DATED JUNE 29, 1959, BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND OCONEE MEMORIAL HOSPITAL ASSOCIATION, OF WHICH OCONEE MEMORIAL HOSPITAL, INC. IS SUCCESSOR; AND AN AMENDMENT TO LEASE DATED DECEMBER \_\_, 1994, BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND OCONEE MEMORIAL HOSPITAL, INC.; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), has entered into an Indenture of Lease dated June 29, 1959, and an Amendment to Lease dated December \_\_, 1994 (collectively, the "Lease"), whereby the County has leased to Oconee Memorial Hospital, Inc., as successor to the Oconee Memorial Hospital Association (the "Hospital"), certain real property and improvements thereon for the operation of a hospital; and

WHEREAS, the County Council of the County approved, following a public hearing, a resolution adopted December 20, 1994, in support of the issuance of not exceeding \$17,500,000 Hospital Revenue Bonds (the "Series 1995 Bonds") to be issued by the South Carolina Jobs-Economic Development Authority (the "Authority") for the purpose of defraying the cost of financing certain hospital facilities described therein; and

WHEREAS, Connie Lee Insurance Company (the "Bond Insurer") has agreed to issue its bond insurance policy (the "Bond Insurance Policy") insuring the payment of principal and interest on the Series 1995 Bonds; and

WHEREAS, the Bond Insurance Policy will result in a savings in debt service of approximately \$4,900,000 through the maturity date of the Series 1995 Bonds as shown on *Exhibit A* attached hereto; and

WHEREAS, the State Budget and Control Board approved on December 14, 1994, the issuance of the Series 1995 Bonds; and

WHEREAS, the Authority approved the distribution of a preliminary official statement at its meeting on January 25, 1995, and approved the issuance of the Series 1995 Bonds at its meeting on February 16, 1995;

DRAFT (February 16, 1995)

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The County authorizes the County Supervisor to execute and deliver on behalf of the County the Limited Assignment of Lease Agreement to First Union National Bank of South Carolina, as master trustee (the "Master Trustee") under the Master Trust Indenture dated as of February 15, 1995, between the Hospital and the Master Trustee, such Assignment to be in substantially the form attached hereto with such minor revisions as may be recommended by the County Attorney.

Done and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Supervisor/Chairman

ATTEST:

\_\_\_\_\_  
Clerk to County Council

# OCONEE MEMORIAL HOSPITAL

02/03/86

## Comparison of BBB and AAA Insured Options in Today's Market

	Stand Alone BBB Rated	Connie Lee AAA Insured	
Interest Rate Range	6.00 to 8.125%	5.50 to 6.875%	
True Interest Cost	8.05%	7.17%	Savings of 88 Basis points on True Interest Cost
Project Costs (Incl. Refunding)	\$16,014,000	\$16,014,000	
Issue Size	17,500,000	17,500,000	
Insurance Premium	0	630,899	
Upfront Equity Contribution	1,570,000	1,746,000	Requires \$176,000 of Additional Equity at Closing
Average Annual Debt Service	1,587,442	1,412,607	Average Annual Savings equals Approx. \$175,000 per year
Total Debt Service Not Funded with Bond Proceeds	\$45,242,097	\$40,259,300	Total Savings over the Life of the Bond Issue Equals Approx. <b>\$4.9 Million</b>

DEBT SERVICE - Stand-Alone Rating  
Oconee Memorial Hospital

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DEBT SERVICE SCHEDULE

Construction Drawdown Schedule	
	14,014,000.00
03/01/95	502,000.00
04/01/95	354,334.00
05/01/95	354,334.00
06/01/95	354,334.00
07/01/95	354,334.00
08/01/95	354,334.00
09/01/95	354,334.00
10/01/95	354,333.00
11/01/95	354,333.00
12/01/95	354,333.00
01/01/96	354,333.00
02/01/96	354,333.00
03/01/96	354,333.00
04/01/96	354,333.00
05/01/96	354,333.00
06/01/96	354,333.00
07/01/96	354,333.00
08/01/96	354,333.00
09/01/96	354,333.00
10/01/96	0.00
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12/01/96	0.00
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08/01/98	0.00
09/01/98	0.00
10/01/98	0.00
11/01/98	0.00
12/01/98	0.00
01/01/99	0.00
02/01/99	0.00
03/01/99	0.00

Period	Coupon	Price	Principal	Interest	Total
			17,500,000.00	29,870,832.14	47,370,832.14
03/01/96	0.000%	0.000%	0.00	1,439,372.14	1,439,372.14
03/01/97	3.000%	0.000%	0.00	1,378,313.75	1,378,313.75
03/01/98	0.000%	0.000%	0.00	1,378,313.75	1,378,313.75
03/01/99	6.000%	100.000%	220,000.00	1,378,313.75	1,598,313.75
03/01/2000	6.200%	100.000%	233,000.00	1,365,113.75	1,600,113.75
03/01/2001	6.400%	100.000%	250,000.00	1,350,543.75	1,601,543.75
03/01/2002	6.600%	100.000%	265,000.00	1,334,543.75	1,599,543.75
03/01/2003	6.800%	100.000%	283,000.00	1,317,033.75	1,602,033.75
03/01/2004	7.000%	100.000%	300,000.00	1,297,673.75	1,597,673.75
03/01/2005	7.200%	100.000%	323,000.00	1,276,673.75	1,601,673.75
03/01/2006	7.400%	100.000%	345,000.00	1,253,273.75	1,598,273.75
03/01/2007	7.675%	100.000%	370,000.00	1,227,743.75	1,597,743.75
03/01/2008	7.875%	100.000%	400,000.00	1,198,604.25	1,598,604.25
03/01/2009	7.875%	100.000%	436,000.00	1,167,104.25	1,597,104.25
03/01/2010	7.875%	100.000%	465,000.00	1,133,243.75	1,598,243.75
03/01/2011	7.875%	100.000%	493,000.00	1,098,623.00	1,601,623.00
03/01/2012	7.875%	100.000%	540,000.00	1,056,854.25	1,596,854.25
03/01/2013	7.875%	100.000%	583,000.00	1,014,331.25	1,599,331.25
03/01/2014	7.875%	100.000%	630,000.00	968,262.50	1,598,262.50
03/01/2015	7.875%	100.000%	680,000.00	918,650.00	1,598,650.00
03/01/2016	7.875%	100.000%	730,000.00	865,100.00	1,600,100.00
03/01/2017	8.125%	100.000%	790,000.00	807,218.75	1,597,218.75
03/01/2018	8.125%	100.000%	853,000.00	743,031.25	1,598,031.25
03/01/2019	8.125%	100.000%	920,000.00	673,562.50	1,598,562.50
03/01/2020	8.125%	100.000%	1,000,000.00	598,404.25	1,598,404.25
03/01/2021	8.125%	100.000%	1,080,000.00	517,154.25	1,597,154.25
03/01/2022	8.125%	100.000%	1,170,000.00	429,404.25	1,598,404.25
03/01/2023	8.125%	100.000%	1,263,000.00	334,343.75	1,598,343.75
03/01/2024	8.125%	100.000%	1,370,000.00	231,562.50	1,501,562.50
03/01/2025	8.125%	100.000%	1,480,000.00	120,250.00	1,600,250.00
03/01/2026	0.000%	0.000%	0.00	0.00	0.00
03/01/2027	0.000%	0.000%	0.00	0.00	0.00
03/01/2028	0.000%	0.000%	0.00	0.00	0.00
03/01/2029	0.000%	0.000%	0.00	0.00	0.00
03/01/2030	0.000%	0.000%	0.00	0.00	0.00
03/01/2031	0.000%	0.000%	0.00	0.00	0.00
03/01/2032	0.000%	0.000%	0.00	0.00	0.00
03/01/2033	0.000%	0.000%	0.00	0.00	0.00
03/01/2034	0.000%	0.000%	0.00	0.00	0.00
03/01/2035	0.000%	0.000%	0.00	0.00	0.00

ASSUMPTIONS

Close Date	02/15/95
Closing Date	03/09/95
Int. Cap. Term	09/01/96
Percent Cap.	100.000%
Variable Exp.	0.930%
Unsat. Premia	3.000%
Average Life	31.25378
Investment Rates:	
Construction	5.5000000%
Cap Interest	5.5000000%
Rate to Com	7.0000000%
Rate to O.S.	0.0000000%

SOURCES & USES OF FUNDS

Debt Proceeds	17,500,000.00
Construction Equity	1,370,000.00
Fund Transfers & Float	0.00
Requested Equity	0.00
Accrued Interest	91,887.58
Reserve Earnings	166,218.56
Cap. Interest Earnings	113,310.30
Construction Earnings	421,164.95
Miscellaneous	0.00
<b>Total Sources</b>	<b>20,062,581.60</b>

YIELDS

Construction	14,014,000.00	Arbitrage Rate	7.989626%
Escrow Deposit	0.00	True Int. Cost	8.058667%
Fixed Expense	150,000.00	Reset Int. Couc	9.146318%
Variable Expense	166,250.00	Net Int. Cost	9.0310703%
Insurance Premium	0.00	Avg. Coupon	8.063634%
Accrued & Capital Interest	2,128,729.01		
Reserve Fund	1,602,033.75		
Original Issue Discount	0.00		
Surplus	1,348.83		
<b>Total Uses</b>	<b>20,062,581.60</b>		

APPLICATION OF PROCEEDS

Construction Deposit	13,544,834.82
Escrow Deposit	0.00
Cap. Interest Deposit	2,036,841.43
Debt Serv. Resrv. Deposit	1,602,033.75
Insurance Expense	316,250.00
Original Issue Discount	0.00
<b>Total Proceeds</b>	<b>17,500,000.00</b>

DEBT SERVICE - AAA Insured Rating  
Oconee Memorial Hospital

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DEBT SERVICE SCHEDULE

Construction Drawdown Schedule	
16,014,000.00	
03/01/95	600,000.00
04/01/95	856,334.00
05/01/95	456,334.00
06/01/95	856,334.00
07/01/95	856,334.00
08/01/95	856,334.00
09/01/95	456,334.00
10/01/95	456,333.00
11/01/95	856,333.00
12/01/95	856,333.00
01/01/96	856,333.00
02/01/96	856,333.00
03/01/96	856,333.00
04/01/96	856,333.00
05/01/96	856,333.00
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08/01/96	856,333.00
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01/01/98	0.00
02/01/98	0.00
03/01/98	0.00
04/01/98	0.00
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06/01/98	0.00
07/01/98	0.00
08/01/98	0.00
09/01/98	0.00
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02/01/99	0.00
03/01/99	0.00

Period	Coupon	Prime	Principal	Interest	Total
			17,500,000.00	24,559,938.78	42,059,938.78
03/01/96	0.000%	0.000%	0.00	1,217,662.53	1,217,662.53
03/01/97	0.000%	0.000%	0.00	1,165,866.25	1,165,866.25
03/01/98	0.000%	0.000%	0.00	1,165,866.25	1,165,866.25
03/01/99	5.500%	100.000%	760,000.00	1,165,866.25	1,425,866.25
03/01/2000	5.630%	100.000%	275,000.00	1,151,566.25	1,426,566.25
03/01/2001	5.800%	100.000%	290,000.00	1,136,028.75	1,426,028.75
03/01/2002	5.900%	100.000%	305,000.00	1,119,208.75	1,424,208.75
03/01/2003	6.000%	100.000%	323,000.00	1,101,213.75	1,426,213.75
03/01/2004	6.100%	100.000%	345,000.00	1,081,713.75	1,426,713.75
03/01/2005	6.200%	100.000%	363,000.00	1,060,668.75	1,423,668.75
03/01/2006	6.300%	100.000%	390,000.00	1,038,038.75	1,426,038.75
03/01/2007	6.425%	100.000%	410,000.00	1,013,468.75	1,423,468.75
03/01/2008	6.425%	100.000%	440,000.00	986,306.25	1,426,306.25
03/01/2009	6.425%	100.000%	470,000.00	957,156.25	1,427,156.25
03/01/2010	6.425%	100.000%	500,000.00	926,018.75	1,426,018.75
03/01/2011	6.425%	100.000%	535,000.00	892,893.75	1,427,893.75
03/01/2012	6.425%	100.000%	570,000.00	857,490.00	1,427,490.00
03/01/2013	6.425%	100.000%	605,000.00	819,667.50	1,426,667.50
03/01/2014	6.425%	100.000%	645,000.00	779,606.25	1,424,606.25
03/01/2015	6.425%	100.000%	690,000.00	736,875.00	1,424,875.00
03/01/2016	6.425%	100.000%	735,000.00	691,162.50	1,424,162.50
03/01/2017	6.875%	100.000%	785,000.00	642,468.75	1,427,468.75
03/01/2018	6.875%	100.000%	840,000.00	590,500.00	1,428,500.00
03/01/2019	6.875%	100.000%	895,000.00	536,750.00	1,425,750.00
03/01/2020	6.875%	100.000%	955,000.00	482,218.75	1,424,218.75
03/01/2021	6.875%	100.000%	1,020,000.00	423,562.50	1,423,562.50
03/01/2022	6.875%	100.000%	1,095,000.00	353,437.50	1,426,437.50
03/01/2023	6.875%	100.000%	1,170,000.00	278,156.25	1,426,156.25
03/01/2024	6.875%	100.000%	1,250,000.00	177,718.75	1,427,718.75
03/01/2025	6.875%	100.000%	1,335,000.00	91,781.25	1,426,781.25
03/01/2026	0.000%	0.000%	0.00	0.00	0.00
03/01/2027	0.000%	0.000%	0.00	0.00	0.00
03/01/2028	0.000%	0.000%	0.00	0.00	0.00
03/01/2029	0.000%	0.000%	0.00	0.00	0.00
03/01/2030	0.000%	0.000%	0.00	0.00	0.00
03/01/2031	0.000%	0.000%	0.00	0.00	0.00
03/01/2032	0.000%	0.000%	0.00	0.00	0.00
03/01/2033	0.000%	0.000%	0.00	0.00	0.00
03/01/2034	0.000%	0.000%	0.00	0.00	0.00
03/01/2035	0.000%	0.000%	0.00	0.00	0.00

ASSUMPTIONS

Debt Date:	02/15/93
Closing Date:	03/09/93
Int. Cap. Thru:	09/01/96
Percent Cap:	100.000%
Variable Exp:	0.950%
Insur. Premium:	1.500%
Average Life:	30.684921
Investment Rates:	
Construction:	3.5000000%
Cap. Interest:	5.5000000%
Rate to Con:	7.0000000%
Rate to ISS:	0.0000000%

SOURCES & USES OF FUNDS

SOURCES & USES OF FUNDS		YIELDS	
Bond Proceeds	17,500,000.00	Construction	16,014,000.00
Construction Equity	1,746,000.00	Escrow Deposit	0.00
Paid Trustee's & Fees	0.00	Fixed Expenses	150,000.00
Reserve Equity	0.00	Variable Expenses	164,250.00
Averaged Interest	77,724.42	Insurance Premiums	630,899.08
Reserve Earnings	148,211.77	Accrued & Capital Interest	1,800,613.63
Cap. Interest Earnings	93,843.30	Reserve Fund	1,428,500.00
Construction Earnings	622,770.00	Original Issue Discount	0.00
Miscellaneous	0.00	Surplus	236.84
		Paid Balance at End of Const.	236.84
		Cap. Interest	582,933.13
		Reserve Fund	1,428,500.00
<b>Total Sources:</b>	<b>20,190,531.57</b>	<b>Total Uses:</b>	<b>20,190,531.57</b>

APPLICATION OF PROCEEDS

Construction Deposit	13,401,439.68
Escrow Deposit	0.00
Cap. Interest Deposit	1,722,891.24
Debt Serv. Res. Deposit	1,428,500.00
Insurance Expense	947,149.08
Original Issue Discount	0.00
<b>Total Proceeds:</b>	<b>17,500,000.00</b>

DRAFT (February 16, 1995)

LIMITED ASSIGNMENT OF LEASE AGREEMENT

This Limited Assignment of Lease Agreement dated March \_\_, 1995, is entered into by and among Oconee County, South Carolina (the "County"), and First Union National Bank of South Carolina, as Master Trustee under the Master Trust Indenture dated as of February 15, 1995, between First Union National Bank of South Carolina and Oconee Memorial Hospital, Inc.

WHEREAS, the County has entered into an Indenture of Lease dated June 29, 1959, and an Amendment to Lease dated December \_\_, 1994 (collectively, the "Lease"), whereby the County has leased to Oconee Memorial Hospital, Inc., as successor to the Oconee Memorial Hospital Association (the "Hospital"), certain real property and improvements thereon for the operation of a hospital; and

WHEREAS, the County Council of the County approved, following a public hearing, a resolution in support of the issuance of not exceeding \$17,500,000 Hospital Revenue Bonds (the "Series 1995 Bonds") to be issued by the South Carolina Jobs-Economic Development Authority (the "Authority") for the purpose of defraying the cost of financing certain hospital facilities described therein; and

WHEREAS, Connie Lee Insurance Company (the "Bond Insurer") has agreed to issue its bond insurance policy (the "Bond Insurance Policy") insuring the payment of principal and interest on the Series 1995 Bonds; and

WHEREAS, the Bond Insurance Policy will result in a savings in debt service of approximately \$4,900,000 through the maturity date of the Series 1995 Bonds; and

WHEREAS, the State Budget and Control Board approved on December 14, 1994, the issuance of the Series 1995 Bonds; and

WHEREAS, the Authority approved the distribution of a preliminary official statement at its meeting on January 25, 1995, and approved the issuance of the Series 1995 Bonds at its meeting on February 16, 1995;

NOW, THEREFORE, in consideration of One Dollar and other valuable consideration and in order to defray the cost of providing modern and efficient healthcare facilities to the citizens of the County, the County Council of the County authorizes the following actions:

Section 1. The County hereby grants and assigns to the Master Trustee the right to declare an event of default under the Lease upon the occurrence of any of the events described in Section 15(A) through (D) of the Amendment to Lease.

Section 2. The County further authorizes the Master Trustee to determine whether the Hospital may be a holdover tenant under the Lease upon occurrence of the events described in Section 1 above.

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Supervisor/Chairman

ATTEST:

\_\_\_\_\_  
Clerk to County Council

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DRAFT (February 16, 1995)

FIRST UNION NATIONAL BANK OF  
SOUTH CAROLINA

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )

PROBATE

PERSONALLY appeared before me \_\_\_\_\_ who first being duly sworn says that (s)he saw OCONEE COUNTY, SOUTH CAROLINA, by Norman D. Crain, its Supervisor/Chairman, along with Opal O. Green, its Clerk to County Council, sign, seal and as its act and deed, deliver the within written Limited Assignment of Lease Agreement, and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

\_\_\_\_\_  
Witness

SWORN to before me this  
\_\_\_\_ day of \_\_\_\_\_, 1995

\_\_\_\_\_(L.S.)  
Notary Public for South Carolina

My Commission Expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )

PROBATE

PERSONALLY appeared before me \_\_\_\_\_ who first being duly sworn says that (s)he saw FIRST UNION NATIONAL BANK OF SOUTH CAROLINA, by \_\_\_\_\_, its \_\_\_\_\_, along with \_\_\_\_\_, its \_\_\_\_\_, sign, seal and as its act and deed, deliver the within written Limited Assignment of Lease Agreement, and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

\_\_\_\_\_  
Witness

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1995

\_\_\_\_\_(L.S.)  
Notary Public for South Carolina

My Commission Expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

AMENDMENT TO INDENTURE OF LEASE

This Amendment to Indenture of Lease is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, by and between the COUNTY OF OCONEE, SOUTH CAROLINA (hereinafter referred to as "Lessor") and OCONEE MEMORIAL HOSPITAL, INC. (hereinafter referred to as "Lessee").

WHEREAS, by that Indenture of Lease, dated June 29, 1959, a copy of which is attached hereto and identified as "Exhibit 1" and incorporated herein by this reference, Lessor did demise and lease unto the Oconee Memorial Hospital Association, those certain premises described more particularly therein located near the Town of Seneca, Oconee County, South Carolina, for an initial full term of fifteen (15) years; and

WHEREAS, said Lease was extended for two (2) additional terms of fifteen (15) years each pursuant to the provisions thereof; and

WHEREAS, the Lessee, designated in said Indenture of Lease as Oconee Memorial Hospital Association has changed its name to Oconee Memorial Hospital, Inc.;

WHEREAS, the term of said Lease will expire on or before the

29th day of June, 2004; and

**WHEREAS**, the parties desire to amend the Indenture of Lease as provided herein;

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual and reciprocal covenants and agreements set forth herein, the adequacy and sufficiency of which are hereby accepted and acknowledged, the parties agree mutually and collectively to the following terms, covenants, agreements and amendments:

1. That the term of the Lease shall be and hereby is extended until June 1, 2025, and shall expire on said date, if not terminated sooner as provided herein.

2. Item 5 of the original Indenture of Lease is hereby amended to provide that as a further consideration for this Agreement, the Lessee agrees that no change in the ByLaws or Constitution of Oconee Memorial Hospital, Inc. shall be made without the prior written permission of the majority of the Oconee County Legislative Delegation and the Governing Body of Oconee County given in session, duly assembled.

3. Lessee shall at all times during the term of this Lease use the premises in a careful and prudent manner and in compliance with all laws, ordinances and regulations relating to the use, possession or maintenance of the subject property.

4. The subject property is and shall at all times remain the property of the Lessor and the Lessee shall have no right, title or interest therein except as expressly set forth in the Lease and this Amendment thereto.

5. The Lessee shall not sub-let the premises nor assign or pledge or encumber this Lease or any interest therein to any other person, firm or corporation without the prior written consent of the Lessor.

6. Lessee shall, during the term of this Agreement, keep and maintain on the leased premises public liability insurance which names the Lessor as an additional insured, in such amounts as shall be required by the Lessor, and in such form as to protect the Lessor and the leased premises from any type of claim for injury to person or property upon the premises or arising out of any activity conducted on the premises or in connection with the Lessee's operation of the Hospital or its facilities, and shall furnish to the Lessor a copy of the policy or policies providing such coverages, together with evidence of prompt payment of all premiums due thereon. Lessee further agrees to indemnify, hold harmless and defend the Lessor, its agents, servants, employees, representatives, successors and assigns, from any and all claims, demands, actions, or causes of action of any type or nature arising out of the use or occupancy of the subject premises or the operation of the Lessee's business or facilities thereon.

7. Lessee shall be responsible for any alterations or improvements made on the premises, and 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 any claims of materialmen or mechanics. Lessee shall have no authority, expressed or implied,

to create any lien, charge or encumbrance upon the demised premises or improvements thereon or upon the estate or interest of the Lessor in the same without the prior written consent of the Lessor, and Lessor hereby gives notice that Lessor shall not be responsible for any labor or materials furnished for the erection, alteration or repair of any building, structure or improvement on the premises. The erection, construction, installation or making of any improvements shall be accomplished in a workmanlike manner and in compliance with all applicable federal, state and local laws and regulations. All additions, changes and improvements located on the demised premises shall remain thereon and shall not be removed therefrom, and at the expiration or termination of this Lease, and such improvements shall be the property of Lessor.

8. Item 4 of the original Indenture of Lease is amended to provide that the Lessee will keep and maintain fire and hazard insurance on the premises throughout the term hereof and any extensions, which names the Lessor as an additional insured, in an amount representing the full and insurable value of the premises and any improvements, and will provide to the Lessor proof evidencing such coverages, together with evidence of prompt payment of all premiums due thereon.

Lessee covenants and agrees to keep the premises and improvements thereon in a good state of repair and to operate therein and thereon a capable and efficient hospital facility or like institution for the preservation of the public health and in order to provide hospital and clientele services to the general

public and in all other respects to carry out and perform the object for which the hospital was incorporated.

9. If or in the event the buildings and improvements now existing or hereafter constructed on the leased premises be destroyed by fire or other unavoidable casualty, the Lessee agrees that the improvements shall be restored at the expense of the Lessee to their original condition or in better condition, free of debris, that the proceeds received from the casualty insurance required to be maintained by the Lessee shall be irrevocably dedicated and applied to this purpose. If the proceeds of insurance are not used to replace or restore the improvements, such proceeds of insurance shall be used to prepay any outstanding Bonds issued to finance such improvements.

10. That as an additional consideration for this Lease and Amendment, the Lessee shall timely pay any taxes or assessments which may become due and owing on the premises.

11. Lessee shall, 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 shall promptly repair and replace any damage to the premises occasioned by the negligence of the Lessee, its employees, agents, users, invitees or customers. All maintenance upon the premises and improvements shall be the sole responsibility of the Lessee.

12. Lessor agrees to allow Lessee quiet and peaceful possession of the leased premises so long as the same not be

inconsistent with the terms hereof.

13. Lessor agrees to allow Lessee to remove any professional equipment and trade fixtures of Lessee from the premises upon expiration or termination of this Lease, provided that any damage to the premises occasioned by such removal shall be repaired and replaced by Lessee within thirty (30) days of such removal.

14. (A) Lessee represents and warrants that Lessee has not, and to the best of Lessee's knowledge, no other party has, disposed of hazardous materials on, under, or about the premises in such a manner as would give rise to a liability which would have a material adverse effect on Lessee, and that to the best of the Lessee's knowledge, to the extent that hazardous materials were generated on, stored on, or transported from the premises, such activities were done in such a manner as would not give rise to any liability for failure to comply with any applicable federal, state and local laws, ordinances and regulations which would have a material adverse effect on the Lessee. For purposes hereof, "hazardous materials" shall be defined as and include "hazardous substances" or "toxic substances" under the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, or the Hazardous Materials Transportation Act, as amended, and those substances defined as "hazardous wastes" in any state or local laws, rules or regulations applicable to the Lessee.

(B) The Lessee covenants that with regard to the premises, it will comply with or contest in good faith all statutes and governmental regulations, specifically including, without



limitation, all federal, state and local environmental laws, rules and regulations, the noncompliance of which would have a material adverse affect on the financial conditions of the Lessee.

(C) The Lessee covenants and agrees that with regard to the premises, it will conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to cleanup and remove all hazardous materials on, from, or affecting the premises in accordance with all applicable federal, state, and local laws, regulations, rules and policies, to the satisfaction of the Lessor and in accordance with the orders and directives of all federal, state, and local governmental authorities, and defend, indemnify, and hold harmless the Lessor, its employees, agents, officers and representatives from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limit, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses) of whatever kind or nature known or unknown, contingent or otherwise, arising out of or in any way related to the presence, disposal, release, or threatened release of any hazardous materials which are on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise, and any personal injury (including, but not limited to, wrongful death) or property damage, real or personal, arising out of or related to such hazardous materials as well as any lawsuit brought or threatened, settlement reached, or government order relating to such hazardous materials and/or any

violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the Lessor, which are based upon or in any way related to such hazardous materials.

15. Should the Lessee fail or refuse to faithfully keep or perform any of the terms or conditions of this Agreement, the Lessor shall have the right, at its option, to terminate this Lease on sixty (60) days notice, and/or to seek all remedies available at law or in equity, to include, but not limited to, the remedy of specific performance. Lessor shall provide Lessee sixty (60) days written notice of any default or breach by Lessee of the terms hereof as well as a right to cure such default or breach within sixty (60) days of the date such notice is given. The following shall, at the option of the Lessor, constitute events of default by the Lessee:

(A) Non-performance by Lessee of any of the terms or conditions of this Lease;

(B) An affirmative act of insolvency by the Lessee, including, but not limited to, the filing of any petition for bankruptcy, reorganization, assignment for the benefit of creditors, or any other action for relief of or relating to debtors;

(C) The filing of any involuntary petition under the bankruptcy statutes of the United States or of the State in which Lessee has a principal place of business or doing business;

(D) The attachment of Lessee's property by levy, seizure,

assignment, claim and delivery, replevin or for sale by any creditor of the Lessee or governmental agency; and

(E) Loss of Lessee's license to or Certificate of Need for operation of a hospital facility as contemplated by this Agreement.

16. Waiver by any party hereto of any breach of any term, covenant or condition contained herein shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

17. This Lease Agreement shall terminate in the event of a condemnation of the premises or a substantial portion thereof by an authorized governmental agency which prevents the use of the premises or facilities as a hospital or like medical care facility. In the event a taking of a portion of the premises which does not prevent the use of the premises or facilities as a hospital or like medical care facility, this Lease shall terminate as to the part taken and shall continue as to the remainder of the premises for the balance of the term or until terminated hereunder. Lessor shall be entitled to any consequential damages as a result of any eminent domain proceedings. If any condemnation award is not used to restore the facilities or part thereof, Bond proceeds shall be applied to prepay any Bonds issued to finance such facility or part thereof.

18. Notwithstanding any of the above provisions, the Lessor reserves the right to terminate this Lease when it deems that such action is in the best interest of the citizens of Oconee County. Such termination shall become effective only after a one year

notice and provided Oconee County assumes full liability for the repayment of the Bonds approved by County Council in December 1994.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

20. Each of the parties acknowledge receipt of one (1) copy of this Agreement duly executed, which shall constitute an original.

21. This Agreement shall be binding upon the parties hereto, their respective successors and/or assigns.

22. By the execution hereof, each party acknowledges that it has the lawful authority to enter into this Agreement and to bind itself and its successors and assigns.

23. If any provision hereof is for any reason held invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining provisions.

24. All remaining terms and provisions of the Indenture of Lease contained in "Exhibit 1" hereto not inconsistent with the terms of this Amendment and Agreement are hereby ratified and shall remain in force and effect.

IN WITNESS WHEREOF, the COUNTY OF OCONEE, SOUTH CAROLINA and OCONEE MEMORIAL HOSPITAL, INC. have hereunto set their Hands and affixed their Seals the day and date first above written.

Signed, Sealed and Delivered  
in the Presence of:

OCONEE COUNTY

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(As to Oconee County)

Date: \_\_\_\_\_

Address: 208 Booker Drive  
Walhalla, SC 29691

**OCONEE MEMORIAL HOSPITAL, INC.**

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(As to Oconee Memorial  
Hospital, Inc.)

Date: \_\_\_\_\_

Address: Post Office Box 878  
Seneca, SC 29679

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF OCONEE)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named OCONEE COUNTY, by its Duly Authorized Officer, sign the within Deed, and the said Oconee County, by said Officer, seal said Deed, and, as its act and deed, deliver the same for the uses and purposes therein mentioned, and (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this \_\_\_\_\_ )  
day of \_\_\_\_\_, 19\_\_\_\_. )

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
Notary Public for South Carolina)

My Commission Expires:\_\_\_\_\_

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF OCONEE)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named OCONEE MEMORIAL HOSPITAL, INC., by its Duly Authorized Officer, sign the within Deed, and the said Corporation, by said Officer, seal said Deed, and, as its act and deed, deliver the same for the uses and purposes therein mentioned, and (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this \_\_\_\_\_ )  
day of \_\_\_\_\_, 19\_\_\_\_. )

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
Notary Public for South Carolina)

My Commission Expires:\_\_\_\_\_



School District of Oconee County Administrative Offices

North College and East North Broad Streets, P.O. Box 649, Walhalla, SC 29691 • (803) 638-4000 • FAX (803) 638-4031

February 17, 1995

Mr. Norman Crain  
Oconee County Supervisor  
South Church Street  
Walhalla, SC 29691

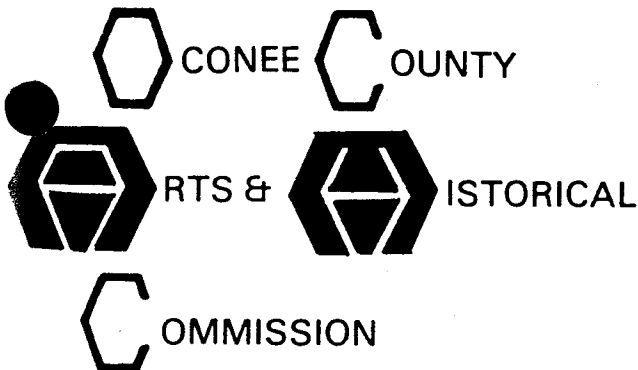
Dear Mr. Crain:

Thank you for your interest in the Functional Transition Class at West-Oak High School. You are to be commended on your willingness to provide job training and job shadowing experiences for the students of Oconee County. Students have been given the opportunity to be trained in the community through a variety of jobs under the close supervision of the teacher and aides in the Functional Transition Program. Many youth have benefited from community minded individuals, such as yourself. The Program now has the opportunity to use the Oconee Volunteer Fire Department as one of those sites.

The School District of Oconee County insures individuals in the Functional Transition Program through Standard Life and Casualty Insurance Company. As stated by the, *Jobs for the Future National Youth Apprenticeship*, "A student in an observer or volunteer role in the workplace is, in effect, still an extension of the school." Since the students are not paid employees they are adequately insured and the Oconee County Volunteer Fire Department is not responsible for any liability that may occur.

Sincerely,

Buddy G. Herring  
Superintendent of Education



POST OFFICE BOX 217  
WALHALLA, SOUTH CAROLINA 29691

### PERFORMANCE AGREEMENT

This Agreement concluded on this 15th day of February 1995, by and between The Oconee County Arts & Historical Commission, and the Walhalla High School. This agreement sets forth the entire understanding of the parties with respect to the duties and responsibilities of each, with respect to the performances or workshops described below.

Inasmuch as this School has entered into a contract with Pat Lusk, watercolor artist to conduct a week long Artist-in Residence program at that School during the third week of April at a total cost of \$750.00, the Oconee County Arts and Historical Commission hereby agrees to pay that fee.

This payment will be made directly to Pat Lusk on the final performance date. It is the understanding of all parties the involved school will fulfill all of the other requirements of their contract with the performer.

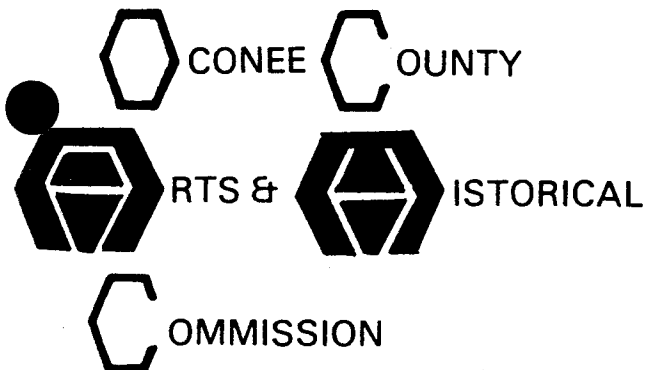
The School will also accept responsibility for publicizing these performances including School newsletters and/or press releases to local newspapers and radio stations. Such releases will include the following wording. "This program is funded by the Oconee County Arts & Historical Commission".

John H. Hostetter  
John Hostetter  
Principal  
Walhalla High School

Norman W. Crain /cc  
Norman Crain  
Supervisor  
Oconee County Council

Ernst Hesterberg  
Ernst Hesterberg  
Chairman  
Oconee County Arts &  
Historical Commission





POST OFFICE BOX 217  
WALHALLA, SOUTH CAROLINA 29691

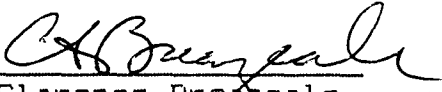
### PERFORMANCE AGREEMENT

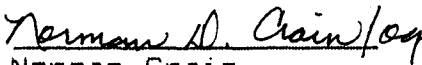
This Agreement concluded on this 15th day of February 1995, by and between The Oconee County Arts & Historical Commission, and the Northside Elementary School. This agreement sets forth the entire understanding of the parties with respect to the duties and responsibilities of each, with respect to the performances or workshops described below.


Inasmuch as this School has entered into a contract with Nancy Basket, to conduct a week long Artist-in Residence program at that School during the last week of March at a total cost of \$750.00, the Oconee County Arts and Historical Commission hereby agrees to pay that fee.

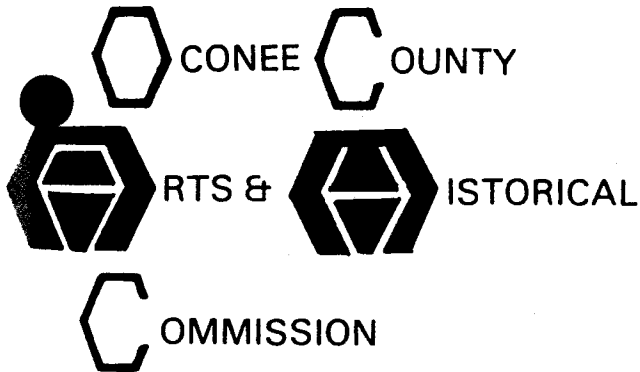
This payment will be made directly to Nancy Basket on the final performance date. It is the understanding of all parties the involved school will fulfill all of the other requirements of their contract with the performer.

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

  
Clarence Breazeale  
Principal  
Northside Elementary School

  
Norman Crain  
Supervisor  
Oconee County Council

  
Ernst Hesterberg  
Chairman  
Oconee County Arts &  
Historical Commission



POST OFFICE BOX 217  
WALHALLA, SOUTH CAROLINA 29691

### PERFORMANCE AGREEMENT

This Agreement concluded on this 15th day of February 1995, by and between The Oconee County Arts & Historical Commission, and the Tamassee Elementary School. This agreement sets forth the entire understanding of the parties with respect to the duties and responsibilities of each, with respect to the performances or workshops described below.

Inasmuch as this School has entered into a contract with the Center for Puppetry Arts to conduct a week long Artist-in Residence program at that School during the third week of May at a total cost of \$750.00, the Oconee County Arts and Historical Commission hereby agrees to pay that fee.

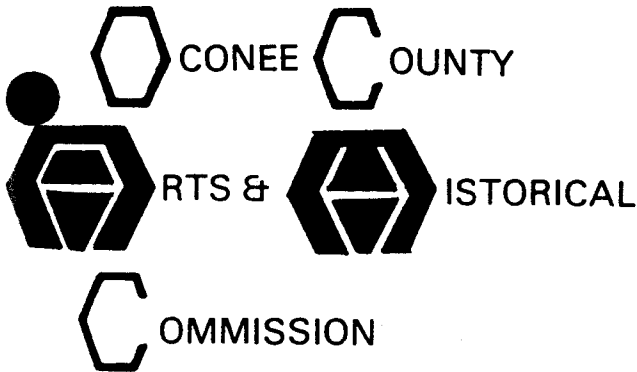
This payment will be made directly to Center of Puppetry Arts on the final performance date. It is the understanding of all parties the involved school will fulfill all of the other requirements of their contract with the performer.

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

Myra A. Dillard  
Myra Dillard  
Principal  
Tamassee Elementary School  
Council

Norman H. Crain  
Norman Crain  
Supervisor  
Oconee County

Ernst Hesterberg  
Ernst Hesterberg  
Chairman  
Oconee County Arts &  
Historical Commission



POST OFFICE BOX 217  
WALHALLA, SOUTH CAROLINA 29691

### PERFORMANCE AGREEMENT

This Agreement concluded on this 15th day of February 1995, by and between The Oconee County Arts & Historical Commission, and the Westminster Elementary School. This agreement sets forth the entire understanding of the parties with respect to the duties and responsibilities of each, with respect to the performances or workshops described below.

Inasmuch as this School has entered into a contract with Nancy Basket, to conduct a week long Artist-in Residence program at that School during the third week of April at a total cost of \$750.00, the Oconee County Arts and Historical Commission hereby agrees to pay that fee.

This payment will be made directly to Nancy Basket on the final performance date. It is the understanding of all parties the involved school will fulfill all of the other requirements of their contract with the performer.

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

Kathy Whitmire  
Kathy Whitmire  
Principal  
Westminster Elementary School

Norman D. Crain  
Norman Crain  
Supervisor  
Oconee County Council

Ernst Hesterberg  
Ernst Hesterberg  
Chairman  
Oconee County Arts &  
Historical Commission

**OCONEE COUNTY COUNCIL**

**RESOLUTION 95-4**

**WHEREAS**, Oconee County Council recognizes the importance of public education to our community; and

**WHEREAS**, Oconee County Council recognizes the contribution of all those individuals who are elected to set policies and direction for education in our community as members of school boards; and

**WHEREAS**, school board members represent the cherished American ideal of local control and citizen direction in educating all youth; and

**WHEREAS**, these trustees serve our community tirelessly and sometimes with little thanks and gratitude;

**NOW THEREFORE, BE IT RESOLVED**, that Oconee County Council recognizes and gives thanks to these school board leaders and all of our educators by proclaiming February as "**School Board Member Recognition Month**".

---

Norman D. Crain  
Supervisor-Chairman  
Oconee County Council

Attest:

---

Opal O. Green  
Council Clerk

REQUISITION

TO: PURCHASING DEPARTMENT OCONEE COUNTY

FROM: Motor Pool  
DEPARTMENT

DELIVER TO: \_\_\_\_\_  
(NAME AND LOCATION)

DATE REQUESTED \_\_\_\_\_

2-6-95  
DATE

~~10-01-95~~

Budget Code Number

(Send Original and Yellow Copy to Purchasing Department)

10-01-00040-71795

Quantity	Description	Estimated Cost	Quotations (Unit Price)	Total Price
	Replace gaskets, seals and bearings in transmission.			
	As per attached quote dated 1/24/95			
	G.B. Smith	\$ 3,717.31		
	Road mach	6,712.50		
	Pioneer mach	no bid		
	Van Ast	no bid		
	Interstate Equipment	no bid		
	P.O. to be marked			

KNOWN SUPPLIERS

G.B. Smith

PURCHASING DEPT. USE ONLY

ISSUED TO R.B. Smith Inc.  
ADDRESS Attn: Leonard R. Coyle

P.O. # 30890

VENDOR # 12180

ENCUMBRANCE DATE \_\_\_\_\_

CERTIFICATION

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

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

I DO NOT WISH THIS PURCHASE TO EXCEED \$ \_\_\_\_\_.

Helex Jackson  
department head

SPECIAL SHIPPING INSTRUCTIONS

**L. B. SMITH**  
JAN 26 1995  
COLUMBIA BRANCH

OCONEE COUNTY PURCHASING DEPARTMENT  
208 BOOKER DRIVE  
WALHALLA, SC 29691  
803-638-4142  
Fax - 803-638-4142

REQUEST FOR QUOTATION

Date January 24, 1995

To: L. B. Smith, Inc.  
Attn: Leonard R. Coy  
P. O. Box 1453  
Columbia, SC 29202

THIS IS NOT AN ORDER

Please quote on this sheet in spaces indicated below for the articles described.

Return Quote To:  
Oconee County Purchasing Dept.  
208 Booker Drive, Walhalla, SC 29691  
Fax - 803-638-4142

Note delivery required.  
Base quotation on terms and conditions shown.  
Quote should be valid for 30 days.

Please do not proceed with anything on this request until notification from the Oconee County Purchasing Department and a purchase order is issued.

QUOTING VENDOR

Name of Company L. B. Smith, Inc.  
By (Signature) Leonard R. Coy Title Service Manager  
Quotation Date 1-26-95

Delivery Required	Quote Not Later Than	Terms & Conditions	FOB
15 working days ARO	2-3-95	Net 30	Shop - Bidders
Qty	Description	Unit Cost	Amount
	Oconee County Motor Pool is seeking quotes in replacing all new gaskets, seals, & bearings in our transmission. Transmission model GBLT 754, Detroit Allison, SN 2510134528, part #23021655-89624. Oconee County will remove transmission to deliver to bidder & will pick up upon completion. If any problems occur once disassembled, vendor must contact Oconee County Motor Pool for authorization & possible inspection prior to work started. Vendor shall complete this work within a fifteen (15) working day time period ARO. Transmission must have no less than a six-month warranty on parts & labor. Price shall include all labor, any freight, and any applicable sales tax.		
	Lump sum total.....		\$3,503.01
	Recalibrate control valve body		\$ 214.30
	TOTAL		\$3,717.31

By Jimmy Peavy  
Requestor

OCONEE COUNTY BID TABULATION

BID FOR: White Goods Disposal DATE: February 14, 1995

BID NO: 94-25 LOCATION: Walhalla, SC TIME: 2:00 p.m.

BIDDERS	Cumbaa Enterprises, Inc.				
Base Bid - Price per Ton	\$7.50/gross ton				

ATTENDING OPENING: Marianne Dillard, Jenny Peay - Purchasing Dept.; David Smith - Sheriff's Dept.

(Use this number on envelopes and all related correspondence)

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

The Cumbaa Enterprises 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 1 page and attached hereto for white goods disposal

Base Bid - price per ton

\$ 7.50 per Gross Ton

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 Cumbaa Enterprises Inc.  
 ADDRESS: P.O. BOX 783  
 CITY, STATE, ZIP CODE Blountstown, Florida 32424

SIGNATURE OF BIDDERS REPRESENTATIVE: YC P. [Signature]  
 TITLE: Account Representative  
 DATE: February 6, 1995  
 TELEPHONE: 904/674-8449 or 674-4876



BID FOR: FOOD - LEC

DATE: FEBRUARY 8, 1995

BID NO. 94-21

22613

22613

22613

22613

22613

		1 Bell/Sysco Food Serv.		2 Fleming Foodservice		3 Institution		4 Food House	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	15 cs	Cut carrots 6-10# cans	12.49	187.35	14.00		13.38		
2	2 cs	Crushed pineapple 6-10# can	14.84		13.85	27.70	15.57		
3	2 cs	Sliced pears 6-10# cans	21.69		17.00	34.00	18.64		
4	4 cs	Chocolate pudding 6-10# ca	20.37		16.40	65.60	18.71		
5	6 cs	Vanilla pudding 6-10# cans	19.78		16.40	98.40	18.75		
6	11 cs	Hotdog chili 6-10# cans	20.92	230.12	23.00		24.20		
7	6 cs	Mushroom soup 12-5 oz cans	26.28		26.00	156.00	27.26		
8	10 cs	Mixed vegetables 6-10# cans	14.21		13.75	137.50	14.76		
9	12 cs	Sweet green peas 6-10# cans	17.55		15.75	189.00	15.77		
10	14 cs	Pork and beans 6-10# cans	13.73		10.75	150.50	10.86		
11	6 cs	Collard greens 6-10# cans	12.30		15.00		17.28		73.68
12	12 cs	Whole kernel corn 6-10#	14.75		13.75	165.00	17.00		
13	6 cs	Cream style corn 6-10# can	18.46		17.75	106.50	19.34		
14	20 cs	Green beans 6-10# cans	12.32		11.00	220.00	12.45		
15	12 cs	Spinach 6-10# cans	15.00		12.70	152.40	13.16		
16	6 cs	Cut yellow squash 6-10# can	16.79		14.50	87.00	16.82		
17	8 cs	Sliced beets 6-10# cans	16.16		16.50		14.45		115.60
18	8 cs	Instant potato flakes 6-10	22.85		24.00	192.00	26.15		
19	2 cs	Shredded Sauerkraut 6-10#	13.92		14.80		13.65		27.30
20	8 cs	Cut sweet potatoes 6-10#	16.18		15.00	120.00	15.11		
21	12 cs	Dark red Kidney beans	13.54		12.50	150.00	13.46		
22	6 cs	Peeled tomatoes 6-10#	14.78		12.00	72.00	13.13		
23	12 cs	Ketchup 6-10# cans	18.34		16.50	198.00	17.87		
24	5 cs	Tomato paste 6-10# cans	22.21		20.50	102.50	22.70		
25	4 cs	Tomato puree 6-10# cans	13.63	54.52	15.75		15.83		
26	5 cs	Grape jelly 6-10# cans	23.90	119.50	25.50		29.54		
27	4 cs	Apple jelly 6-10# cans	21.73	86.92	24.50		24.83		
28	4 cs	Apple butter 6-10# cans	24.71		22.35		20.70		82.80
29	18 cs	Apple sauce 6-10# cans	15.79		12.00	216.00	14.66		
30	11 cs	Sliced apples 6-10# cans	24.02		21.50	236.50	23.33		
31	2 cs	Whole white potatoes 6-10#	11.53	23.06	17.85		16.85		
32	3 cs	Turnip greens 6-10 cans	10.10	30.30	10.85		10.66		
33	4 cs	Cherry pie filling 6-10#	37.60		16.25	65.00	37.29		
34	5 cs	Lima beans 6-10# cans	16.42	82.10	18.00		17.65		
35	3 cs	Mushroom pieces 6-10# cans	40.00		37.75	113.25	40.86		
36	15 cs	Diced tomatoes 6-10# cans	18.30		14.00	210.00	14.96		
37	3 cs	Peanut butter 6-10# cans	28.84		27.00		37.11		111.33
38	3 cs	Diced unpeeled pimientos	33.30	99.90					
39	8 bk	Seasoned salt 5 lb bucket	8.66	69.28					9.66
40	3 ct	Garlic powder 5 lb ct	37.97		12.50	37.50	4.02		

BID FOR: FOOD - LEC

DATE: FEBRUARY 8, 1995

BID NO. 94-21

22613

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		Bell/Svsco Food Serv		Fleming Foodservice		Institution Food House	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	2 ct Celery seed 12 oz ct	16oz. 4.22		4.50	9.00	16oz white 2.58	
2	6 ct Oregano 6 oz	5oz. 3.54		1-18oz. 5.70		3.17	19.02
3	5 ct Ground black pepper 5 lb	23.73		23.00		8.93	44.65
4	6 cn Baking powder 10# can	10.11	60.66	11.00		10.48	
5	2 bx Baking soda 1 lb box	24/12oz. 10.42	20.84	24-1 lb 70.50		12.29	
6	2 bg Powdered sugar 50 lb bag	19.19		19.00	38.00	20.36	
7	2 bg Brown sugar 20 lb bag	25# 11.29		50 lb 19.00	38.00	25# bag 11.37	
8	60 bg Sugar 50 lb bag	16.55		16.25	975.00	16.80	
9	8 ct Imitation sugar (Sweet-N-	21/25oz ct. 13.25		10.50	84.00	15.08	
10	2 bg Cocoa mix 5 lb bag	7.27		—		6.79	13.58
11	8 ct Ind. sugar packets 2000 ct	7.68		7.50	60.00	7.77	
12	6 ct Ind pepper packs 3000 ct	5.95	35.70	7.75		6000cs 9.48	
13	5 bg Salt (bulk) 25 lb bag	3.24	16.20	3.50		3.67	
14	2 jg Vanilla flavoring 4-1 gal	9oz 1/2 2.26		case 10.50		5.73	11.46
15	3 br A-1 Steak sauce 12-10 oz	31.39	94.17	case 37.00		33.33	
16	4 bt Worcestershire sauce 12-10	12-5oz 24.41	97.76	—		—	
17	30 jg Heavy duty mayonnaise 4-1 gal	4-1 gal 15.26		case 15.00		14.30	429.00
18	2 ct Dark chili powder 5 lb ct	19.98		14.50	29.00	19.77	
19	3 jg French dressing 4-1 gal	4-1 gal 20.24		case 14.50	43.50	18.00	
20	4 jg Thousand Island dressing	4-1 gal 21.68		case 16.75	67.00	19.97	
21	2 jg Ready to use barbecue sauce	16.13		case 16.00		13.53	27.00
22	2 br Hot sauce 24-6 oz bottles	10.60		—		10.50	21.00
23	1 jg Vinegar 4-1 gal jug	white 6.25		case 5.50	5.50	7.82	
24	12 jg Pancake & waffle syrup	4-1 gal 10.54		case 10.75		10.23	122.76
25	4 jg Mustard 4-1 gal jug	5.63		case 8.50		5.59	22.36
26	5 jg Sweet relish 4-1 gal	16.23		case 15.75		15.28	76.40
27	10 ea Lemon filling 4-3/4 gal	6# 10 22.40	224.00	—		—	
28	7 ea Blueberry filling 4-3/4 gal	4/8 lb. 40.75	285.25	—		—	
29	2 qt Imitation Lemon extract	5.37		6.25		2.97	5.74
30	20 bx Ind wrapped saltines 500 2	9.54		10.25		9.53	190.60
31	7 bg Dry lima beans 25 lb bag	14.32	100.24	20# 12.80		14.67	
32	7 bg Dry blackeyed peas 25 lb	15.45	108.15	20# 12.80		16.21	
33	10 bg Dry pinto beans 25 lb	10.23		20# 7.75	77.50	10.68	
34	5 bg Dry Northern beans 25 lb	13.89	69.45	20# 11.25		14.67	
35	6 bx Egg noodles 10 lb box	5.86	35.16	8.00		8.20	
36	25 cs Corn flakes 4-1 lb bag	4/26oz. 12.30		4-2 lb. 17.50		12.10	302.50
37	5 cs Soup base w/chicken fat	9.62		6.50	32.50	83.34	
38	12 cs Soup base w/beef flavor	9.82		6.50	78.00	27.78	
39	4 cs Cheese mix 8-32 oz bags	43.53		42.00		36.00	144.00
40	9 cs Chicken gravv mix 8-32 oz	12/11lb. 24.15		8-22.6 30.00		17.17	154.53

BID FOR: FOOD - LEC DATE: FEBRUARY 8, 1995 BID NO. 94-21 LC

	Bell/Sysco Food Serv.		Fleming Foodservice		Institution		Food House	
	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1 7 cs Brown gravy mix 8-32 oz bag	12/12# 27.10		8-24# 18.00			16.98		118.86
2 4 cs Jello (assorted red) 12-24		15.30		14.00	56.00	15.35		
3 10 ct Non-dairy creamer 1000 ct	10/100 ct 11.89			8.75	87.50	9.01		
4 15 cs Oatmeal 12-42 oz		23.28	352.20			23.42		
5 15 bg Grits 25 lb bag	10/5# 11.82		177.30	5-5# 6.43		11.85		
6 12 bg Rice 25 lb bag		9.12		7.25	87.00	8.85		
7 12 bg Macaroni 10 lb bag		9.54	114.48	11.90		11.07		
8 12 bg Spaghetti 10 lb box		9.52	114.24	11.80		11.31		
9 2 bx Corn starch 1 lb box	24/10# 10.21		20.42			24-1# 12.38		
10 2 bx Shredded cocoanut 10 lb		10.56	21.12	11.50		10.62		
11 15 ea (Sub) American cheese slice		26.91		23.00	345.00	27.10		
12 3 bk Hoop cheese (Cheddar) 1-25	22# average 12.12			41.25	123.75	1.82		
13 12 ea (Sub) American cheese block				33.00	396.00	45.72		
14 3 bk Dill Pickle strips 5 gal		19.79	59.37	21.75		20.56		
15 2 bk Dill pickle chips 5 gal		12.39		11.75		11.73		23.46
16 3 cs Apple juice base 12-23 oz		19.06	57.18	23.00		22.87		
17 9 cs Orange juice base 12-23 oz	12/25 20.74		187.11	25.25		26.05		
18 7 cs Tomato juice 48-6 oz cans	42/5.5# 13.10			13.50		13.31		93.17
19 6 cs Orange juice 48-6 oz cans	48/5.5# 11.63					10.84		65.04
20 3 cs Apple juice 48-6 oz cans	48/5.5# 11.70					10.12		30.36
21 35 ea Coffee 192-1.25 oz 15 lb		77.35		414 1.25# 184-1.25# 68.00	2380.00			
22 20 cs Tea 12-100 bags	10/100 21.79			132.00		22.33		456.60
23 80 bg Self rising flour 25 lb		9.38		5.50		5.37		429.60
24 20 bg Self rising cornmeal 25 lb		5.79		5.45		5.37		107.40
25 50 bg Plain flour 25 lb bag		4.82	241.00	5.50		8.97		
26 2 cs Yeast 20-17.5 oz bags	24/1# 14.45		28.90	32.75		34.10		
27 12 bx Frz Broccoli spears 40 oz		17.81		1-32# 16.50		15.92		191.04
28 20 cs Onion rings 6-5 lb bags	10# 12.93			8-8# 29.00		12.78		255.60
29 8 cs Frz potato rounds 8-2 lb		15.08				13.41		107.28
30 7 cs Frz cut green beans 6-2 lb	4-5# 8.48					17.72		
31 15 cs Tony's Frozen pizza slices		38.98		35.00	525.00	35.62		
32 35 cs 3/8" cut french fries		9.51		9.00	315.00	9.73		
33 30 bx Sliced bacon 15 lb		10.06		16.25		9.61		288.30
34 12 bx Ground beef 80 lb box		1.07	1027.20	1-14# 91.00		1.20		
35 8 cs Chicken livers 6 bx to cs	4/5# 16.22			15.00	120.00	19.16		
36 25 bx Breaded turkey steaks						16.52		413.00
37 25 bx Turkey franks 10 lb		8.55		10.00		7.83		195.75
38 12 cs Tuna 6-4 lb cans		38.37		33.50	402.00	35.18		
39 8 cs Salmon 24-14.7 oz cans	6/4 lb 52.86			38.50	308.00	39.29		
40 8 cs Canned cornbeef (not hash)	hash only 62.31							

BID FOR: FOOD - LEC

DATE: FEBRUARY 8, 1995

BID NO. 94-21

LOCAT:

Amount

		1 Bell/Sysco Food Serv.		2 Fleming Foodservice		3 Institution		4 Food House	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	35 bx	Ground beef patties 40-4	20.18		10.50		10.19		356.30
2	15 cs	Perch 4 oz 40 ct	40 lbs. 4-6oz/lb 85.84		20.75	311.25	23.86		
3	12 cs	Plastic spoons 1000 ct	6.92		7.00		6.30		75.60
4	10 cs	Plastic forks 1000 ct	6.92		7.00		6.30		63.00
5	2 ea	Heavy duty plastic wrap 18"	11.29	22.58	12.50		11.43		
6	2 ea	Heavy duty plastic wrap 12"	7.75	15.50	8.75		7.97		
7	4 ea	Hvy duty aluminum foil 18"	36.04		21.00		20.70		82.80
8	6 ea	Hvy duty aluminum foil 12"	18.28	109.68					
9	3 ea	Coffee filters 2-500 ct	5.52	16.56	6.25		6.62		
10	4 ea	Green scrubbing pads 60 ct	28 ct 5.83		13.00	52.00			
11	20 ea	Grill screen 1 pk 8 ea	10/Rx 3.16/ea		2.35	27.00	2.41		
12	20 ea	Steelwool pads 12 ct	12 lbs. 10 ct 28.00		7.50	150.00	12.23		
13	4 ea	Brown paper bags 500-6 lb	21500 ct 5.41		8.68		7.08		28.32
14	2 cs	Paper plates hvy duty 1000	500 ct 29.95		31.50	63.00			
15	2 cs	Paper cups (hot/cold foam)	1000 ct 10.38	20.76	11.00		10.69		
16	2 cs	Portion cups 3 1/2 oz 5-250	400 lbs 14.37	28.74			27.00		
17	10 bg	Dry split peas 25 lb bag	9.02	90.20					
18	12 bx	Vanilla waffers 4 lb box	5# 5.85		6.50		5.82		69.84
19	3 gal	Tartar sauce 4-1 gal	41 lbs 21.54		23.00		20.90		62.70
20	7 ea	Sanitize tablets 6-100 ct	16.56				13.73		92.61
21	3 ea	Sanitize test kit single							
22	3 cs	Parmesan cheese 12-10 oz	12 lbs 39.09				23.58		70.74
23	2 cs	Raisins 24-15 oz	26.02	52.04	28.50		30.70		
24	6 cs	Prunes 6-#10	39.33		32.00	192.00	33.66		
25	30 cs	Shortening 12/3#	30/24 lbs 23.45	703.50	37.00		35.23		
26	30 ea	Vegetable oil (creamy)	20.37		17.25		16.45		493.50
27	5 bg	Powdered milk 25 lb bag	50 lbs 78.56		35.00	175.00			
28	12 ea	Frz corn on cob 96 ct	16.13		11.00	132.00	12.80		
29	15 ea	Frz breaded okra 20 lb box	13.19	197.85	13.75		13.78		
30	10 cs	Round toothpicks 800 ct	12 lbs 800 ct 9.46/ea		.50		10.02		10.02
31	30 ea	Liquid shortening 35 lb	15.98		15.75		15.34		460.20
32	6 cs	Hush puppy mix w/onions 6-5	25 lbs 10.00	60.00			10.57		
33	6 cs	Tomato juice cans 12-46 oz	10.29	61.74	13.00		11.70		
34	28 bx	Sausage patties 12 lb box	9.93 lbs 10.20	285.60	59.00		12.74		
35									
36									
37									
38		Sub-total	6196.10			11,086.85			6636.46
39		Tax	309.81			554.34			331.82
40		Total	6505.91			11,641.19			6968.28

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

BID FORM

Bidding Organization: Pell/Syso Food Service  
PO Box 7149  
Asheville, N.C. 28802

By (signature) [Signature] Title MARKETING ASSOCIATE

Telephone (803) 639-6612 Delivery Date ASAP

Quantities of items listed may vary slightly, depending on available funds. Bidders may bid on any or all items. Oconee County reserves the right to award this bid based on low bid per item, provided it is in the best interest of Oconee County. Additionally, if either shipment and/or invoice are incorrect when delivered to Oconee County, Oconee County will refuse delivery until problem is corrected. Vendor would also be subject to temporary disqualification 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	12.49	
2 cs.	Crushed pineapple	4087391 6-10# cans	14.84	
2 cs.	Sliced pears (light syrup)	4108163 6-10# cans	21.69	
4 cs.	Chocolate pudding	4011037 6-10# cans	20.37	
6 cs.	Vanilla pudding	4011078 6-10# cans	19.78	
11 cs.	Hotdog chili (Castleberry's)	<sup>FLOR.</sup> 3095123 6-10# cans	20.92	
6 cs.	Mushroom soup (Campbell's)	4040382 12-5 oz. cans	26.28	
10 cs.	Mixed vegetables	4112934 6-10# cans	14.21	
12 cs.	Sweet green peas	7113050 6-10# cans	17.55	
14 cs.	Pork and beans	4062204 6-10# cans	13.73	
6 cs.	Collard greens	<sup>MIXED GREENS</sup> 4912960 6-10# cans	12.30	

Bid No. 94-21  
 (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

BID FORM

Bidding Organization: Fleming Foodservice  
P.O. Box 66  
Cornelia, GA

By (signature) Patrick Healy Title Sales Representative  
 Telephone 803 271-4832 Delivery Date 2-6-95 Monday

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

Quantity	Description		Unit Price	Amount
	Food	Packaged		
15 cs.	Cut carrots	6-10# cans	14.00	210.00
2 cs.	Crushed pineapple	6-10# cans	13.85	27.70
2 cs.	Sliced pears (light syrup)	6-10# cans	17.00	34.00
4 cs.	Chocolate pudding	6-10# cans	16.40	65.60
6 cs.	Vanilla pudding	6-10# cans	16.40	98.40
11 cs.	Hotdog chili (Castleberry's)	6-10# cans	23.00	253.00
6 cs.	Mushroom soup (Campbell's)	12-5 oz. cans	26.00	156.00
10 cs.	Mixed vegetables	6-10# cans	13.75	137.50
12 cs.	Sweet green peas	6-10# cans	15.75	189.00
14 cs.	Pork and beans	6-10# cans	10.75	150.50
6 cs.	Collard greens	6-10# cans	15.00	90.00

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

BID FORM

Bidding Organization: INSTITUTIONAL FOOD HOUSE, INC.  
PO DRAWER 2947 - 700 12TH STREET DR., NW  
HICKORY, NC 28603-2947

By (signature) Larry C Bails Title Sales Rep  
 Telephone (803) 934-6041 Delivery Date THURS (2-16-95)

Quantities of items listed may vary slightly, depending on available funds. Bidders may bid on any or all items. Oconee County reserves the right to award this bid based on low bid per item, provided it is in the best interest of Oconee County. Additionally, if either shipment and/or invoice are incorrect when delivered to Oconee County, Oconee County will refuse delivery until problem is corrected. Vendor would also be subject to temporary disqualification of 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	13.38 200.70
2 cs.	Crushed pineapple	6-10# cans	15.57 31.14
2 cs.	Sliced pears (light syrup)	6-10# cans	18.64 37.28
4 cs	Chocolate pudding	6-10# cans	18.71 74.84
6 cs.	Vanilla pudding	6-10# cans	18.75 112.50
11 cs.	Hotdog chili (Castleberry's)	6-10# cans	26.26 288.86
6 cs.	Mushroom soup (Campbell's)	12-5 oz. cans	27.26 163.56
10 cs.	Mixed vegetables	6-10# cans	14.76 147.60
12 cs.	Sweet green peas	6-10# cans	15.77 189.24
14 cs.	Pork and beans	6-10# cans	10.86 152.04
6 cs.	Collard greens	6-10# cans	12.28 73.68



Consumer Sales Division  
Southern Region

Room 300  
Parkside at Lenox Park  
1057 Lenox Park Boulevard  
Atlanta, Georgia 30319

February 9, 1995

Ms. Mary Ann Dillard  
Purchasing Department  
Oconee County  
208 Booker Drive  
Walhalla, S.C. 29691

Dear Ms. Dillard:

Thank you for your selection of AT&T for your long distance service for Oconee County. We appreciate your selection and promise to provide outstanding service.

Please find the attached sample letter for joining the State of South Carolina contract. Please place on County letterhead and return to AT&T along with a complete listing of the County Public payphone numbers. Upon receipt, AT&T will process your contract and begin commission payments to the County.

Please indicate a contact person for the County Public payphones for AT&T should we have any questions. Also, please indicate who and where to send commission payments.

Again, thanks for your help and choice of AT&T. Should you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in cursive script that reads "Don Eades".

Don Eades  
Account Executive



(COUNTY LETTER HEAD)

DATE

Mr. Don Eades  
Account Executive  
AT&T  
1057 Lenox Park Blvd.  
Atlanta, Georgia 30319

RE: State of South Carolina Contract #301376001

Dear Mr. Eades:

This letter is to advise you that Oconee County wishes to participate in the State of South Carolina Contract with AT&T.

The County understands that AT&T will pay to Oconee County a 38% commission on AT&T long distance calls generated from the County Public payphones.

Additionally, the County understands that the term of the Agreement will run coterminous with the State of South Carolina "0+" Agreement with AT&T.

Commission checks should be paid to (name and address). Should AT&T have inquiries concerning "0+" issues, please contact (name, department).

Sincerely,

Name

**BELLSOUTH TELECOMMUNICATIONS, INC.  
LOCATION PROVIDER AGREEMENT  
BETWEEN  
SOUTHERN BELL AND OCONEE COUNTY GOVERNMENT**

**BELLSOUTH TELECOMMUNICATIONS, INC.**  
**LOCATION PROVIDER AGREEMENT**

This Location Provider Agreement ("Agreement") is made by and between BellSouth Telecommunications, Inc., d/b/a Southern Bell Telephone and Telegraph Company, and South Central Bell Telephone Company, having its principal place of business at 675 West Peachtree Street, Atlanta, Georgia ("The Company"), and Oconee County Government, having its principal place of business at, 208 Brooker Drive, Walhalla, South Carolina 29621. ("Location Provider").

**I. Term of Contract** - This Agreement shall be in effect for five (5) years commencing from the date of execution below. This Agreement shall be renewed for zero (0) additional year periods after the original term, unless either party provides written notice of its intention not to renew this Agreement at least sixty (60) days prior to the expiration of the original or any renewal term. Such notice will be sent to the address set forth in Section VII ("**Notices**"). Following the duration of the original term and any renewal period(s), this Agreement shall be extended month to month until 30 days written notice is provided by either party.

**II. Material** - This Agreement applies to the provision of space by the Location Provider for the installation, operation and maintenance of Public Telephone and Inmate telephones, enclosures, and associated equipment furnished by the Company, whether existing, newly installed, or renovated, located at all existing and any future locations owned, operated or managed by the Location Provider. The term "**Material**" is defined herein as the public telephone set, the inmate telephone set and enclosure (if any), including but not limited to inmate operating equipment, site preparation, and customer premises equipment leased by the Location Provider for use in connection with Company's offering of Inmate Telephone Service. Where telephone sets, enclosures, inmate operating equipment, or other property of Company are installed upon the premises owned, leased or otherwise under the supervision of Location Provider, such property shall remain in all respects that of the Company. The Company reserves the right to remove or relocate **Material** which is subjected to recurring vandalism or insufficient local and intraLATA traffic, carried by the Company, to warrant the continuation of service. Such a right of removal or relocation shall not be exercised unreasonably by the Company. The Company will notify the Location Provider in writing of its intention to remove or relocate at least thirty (30) days prior to such action. Upon removal of **Material** by the Company, the Company shall restore said premise to its original condition, ordinary wear and tear excepted.

However, the Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of **Material** described herein.

**III. Alterations and Attachments** - Location Provider may not make alterations or place any attachments to **Material** provided by the Company under this Agreement unless agreed in writing by Company.

**IV. Remuneration** - The Company will install, operate and maintain all **Material** at no charge to Location Provider except as stated below. The Company will pay Location Provider, for space provided for the installation and operation of **Material**, remuneration based on 37% of BellSouth local and intraLATA toll money in the box and 37% of BellSouth 0+ and 0- dialed local and intraLATA toll billed revenues. Remuneration is subject to a minimum daily average revenue of \$2.00 calculated on a per station basis. The Company will provide Location Provider with remuneration on a monthly basis or other, commencing with the first collection and/or settlement period following the date of execution below. Such remuneration and compensation will be sent to the address designated by Facility Administrator.

Location Provider agrees that all charges and remuneration policies are subject to change as required by the applicable Public Service Commission or any other regulatory or judicial body with authority to mandate such changes, and that at no time shall any charge or remuneration policy differ from that allowed by any regulation or tariff of the applicable Public Service Commission or other such body whether such regulation or tariff is currently in existence or is hereafter made known.

- a. It is further understood that in the event any changes or modifications in any laws, rules, regulations, or tariffs materially alter the rights or obligations of either party hereunder, either party may, upon thirty (30) days written notice, terminate this Agreement.
- b. Location Provider further agrees to cooperate with Company to assist in any reasonable way to assure compliance with all laws, rules and regulations, federal, state and local requirements, including but not limited to, handicapped requirements. To the extent Company makes alterations, furnishes devices, or in any other ways provides for compliance with such requirements, any additional expenditures occasioned by costs of such compliance shall be reimbursed by Location Provider or deducted from Remuneration, otherwise payable under this Agreement, at Company's option.

During the term of this Agreement, including any renewal period(s), the Company shall recognize and protect the confidentiality of all information regarding inmate telephone station locations provided by Location Provider, including revenue and remuneration paid to the Location Provider, and shall not disclose such information to any party other than Facility Administrator.

The Company may provide at the request of Location Provider a public defender line for inmates to make local calls to public defender telephone number(s) at no charge to the inmate. Such calls will be charged to Location Provider at the local message rate specified in the General Subscriber Services Tariff.

The Location Provider shall not publish or use any press releases or publicity matters which relate to the **Material** wherein Company's or its affiliated companies' corporate or trade names, logos, trademarks or service marks are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied, unless the Location Provider has first submitted such press releases or publicity matters to the Company for review and subsequently received Company's prior written approval.

**V. Location Provider Agrees To:**

- a. Not allow any other provider to install, operate, maintain or co-locate any inmate telephones or inmate systems during the original term or any renewal periods of the agreement at facilities covered under this Agreement.
- b. Advise the Company of any location that has been closed or sold.

- c. To the extent permissible by law, use the Company as its agent in all matters relating to public telephone service and inmate telephone service.
- d. Reasonably protect the **Material** against willful abuse and report any damage, service failure or hazardous conditions to the Company.
- e. Provide necessary power and power source, and to provide suitable space, accessible to the public and to inmates (for inmate telephone service), and further represents that it is authorized to provide said space.
- f. Permit the Company to display signs furnished by the Company upon mutual consent; and not to affix or allow to be affixed any other signs, equipment or information to the **Material**.
- g. Permit access to its respective facilities without charge or prejudice to Company employees or representatives, public telephone users, inmate telephone users, patrons or consignees.
- h. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by Company and any use of the customer premises equipment leased by Location Provider from Company.

**VI. Choice Of Law** - The construction, interpretation and performance of this Agreement and all transactions under it shall be governed by the domestic law of the State of Georgia.

**VII. Notices** - Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by either party shall be given or made by mail, postage prepaid, addressed to the respective party as follows:

**To Company:** BellSouth Telecommunications, Inc.  
Public Communications  
600 North 19th Street  
Birmingham, Alabama 35203

**To Location Provider:** Oconee County Government  
Purchasing Department  
208 Brooker Drive  
Walhalla, South Carolina 26621

**VIII. Entire Agreement** - This Agreement constitutes the entire Agreement between Location Provider and the Company and may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by Location Provider hereunder shall incorporate the typed, stamped or written provisions of data found thereon and in subordinate documents so long as the typed, stamped or written provision of data merely supplement but do not vary the provisions of this Agreement.

The Location Provider represents and warrants that it has the absolute and legal authority to make decisions concerning the provision of space for public telephones and inmate telephones placed by the Company at the locations covered by this Agreement.

This Agreement shall not control or affect the right of the Location Provider to select a Long Distance Carrier for InterLATA service, nor shall selection of a Long Distance Carrier for InterLATA service in any way operate to affect this Agreement.

**IX. Relocation/Removal - Material** shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by Location Provider at the location in which it is installed. At the agreement of both parties, installed Material may be relocated by the Company.

**X. Title** - Title to Material shall be and remain in the Company.

**XI. Risk Of Loss** - The Company and its insurers, if any, shall relieve Location Provider of all risks of loss or damage to the Material during the periods of transportation and installation of the Material. However, Location Provider shall be responsible for loss or damage to Material located on its premise caused by fault or negligence of Location Provider or its employees.

**XII. Default** - In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to either party by the other, then in addition to all other rights and remedies of law or equity or otherwise, the offended party shall have the right to cancel this Agreement without charge or liability.

**XIII. Assignment** - In the event Location Provider sells, assigns or otherwise transfers ownership or control of location where Material is located to a successor, Location Provider agrees to secure assignment of this Agreement to such successor, with written consent of Company, which consent shall not be unreasonably withheld. In the event Location Provider does not secure such assignment to its successor, Location Provider shall be subject to pay Company damages to compensate for the failure to comply with this provision. This Agreement may be transferred

or assigned, in whole or in part, by the Company to any parent, successor, subsidiary, or affiliated company of the Company.

**XIV. Liability** - Location Provider acknowledges that it is an independent contractor and that this Agreement shall not be construed as a contract of agency or employment. Location Provider shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Location Provider's employees including contribution from such persons, when required by law. The Company shall not be held liable for interruption of telephone service from any cause. The Company's liability for payment of remuneration in the event of technical, computer or other difficulties resulting in the loss or unavailability of data necessary for calculation of remunerations shall be limited as follows: to an amount equal to the pro rata average daily remuneration for each day such data was lost or unavailable, in no event payable for less than 24-hour period, as calculated based on the previous six month's remuneration, or if that data is unavailable, based on the Company's reasonable estimate of the pro rata average daily remuneration lost. In no event shall any claim for consequential, special, reliance, punitive, or indirect damages be made by either party.

**XV. Indemnification** - Location Provider hereby agrees to release and indemnify the Company from any loss, cost, damage, expense, or liability arising in connection with the performance of this Agreement (including Location Provider's use of computerized customer premises equipment leased by it from the Company and, if applicable, obtained from third parties) and caused, in whole or in part, by the acts or omissions, negligent or otherwise, of Location Provider, except to the extent such loss, cost, damage, expense, or liability arises from the negligence of the Company. The Company holds the right to control litigation in the event of a legal claim being filed.

**XVI. Conflict Of Interest** - Location Provider acknowledges that no officer or employee of the Company has been employed, related, retained, induced, or directed by Location Provider to solicit or secure this Agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Location Provider agrees, in the event of an allegation of substance (the determination of which will be solely made by the Company) that there has been a violation hereof, Location provider will cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this Agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this Agreement.



**XVII. Supersede** - This Agreement supersedes any existing Agreement between Location Provider and the Company.

**XVIII. Severability** - If any of the provisions of this Agreement shall be invalid or unenforceable under the laws of the jurisdiction applicable to the entire Agreement, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Company and Facility Administrator shall be construed and enforced accordingly.

**XIX. Termination** - The Company reserves the right to terminate this Agreement upon sixty (60) days written notice to Location Provider.

In Witness Whereof, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below.

**BELLSOUTH TELECOMMUNICATIONS, INC.**

**LOCATION PROVIDER**

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINTED NAME)

\_\_\_\_\_  
(PRINTED NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(DATE)

OCONEE COUNTY

#4

1. CULVERTS

Five sites require the removal of bridges and replace with culverts. Oconee County will perform the following work at these sites:

- A. Haul all debris and required fill material.
  - B. Furnish a 2-man pipe crew.
  - C. Furnish a rubber-tired backhoe with operator.
  - D. Haul all crusher run required.
  - E. Furnish all rip-rap.
  - F. Deliver new pipe.
  - G. Furnish all pipe, hardware, earthfill, crusher run.
  - H. Furnish sheep foot w/tractor and motor grader if needed.
2. All pipe joints shall be wrapped with Class I geotextile prior to placement of earthfill. Geotextile is to extend a minimum of one foot past the connecting bands and is to be secured in place with plastic twine or other materials.
3. Contractor will remove and dispose of bridges (if broken up into small pieces county will haul).
4. Contractor to haul all Rip-Rap.
5. See Attachments A & B (proposals 1 & 2).
6. Oconee County to purchase pipe @ \$145.00 per ft. delivered to the site, (10 GA aluminized/galvanized pipe, w/18" of cover will rate @ H20 for highway specs), from Contech of Ashville NC.
7. Placing Rip-Rap w/Geotextile will be @20.00 per ton (as per Federal contract of SCS South Carolina EWP Oconee-8).
8. Seeding will be as shown in Federal contract of SCS South Carolina EWP Oconee-8.
9. Rip-Rap amount @20.00 per ton and Grout @75.00 per yrd shall have a 20% over run with prior approval of Oconee County appointed representative.
10. Contract or portion of this contract contingent on Oconee County verifying or acquiring permanent R.O.W.s for work to be performed.

TIPTON & YOUNG

By: Day Digt (UP)

Date: 2/15/95

ATTACHMENT A Proposal #1  
COST BREAKDOWN FOR INSTALLATION OF CULVERTS

SITE	LOCATION	CULVERT SIZE & LENGTH	LABOR TO INSTALL	RIP-RAP AMOUNT	RIP-RAP LABOR	GROUT YARDS	GROUT COST	CULVERT COST	SEEDING	TOTAL COST
1.	TAMASSEE CREEK RD CH-13	10'x40' cmp	\$2000.00	300 TONS	\$6000.00	N/A	N/A	\$6090.00	N/A	\$14090.00
2.	SULLIVAN RD TU-4	10'x50' cmp	4000.00	300 TONS	6000.00	N/A	N/A	7611.50	\$1000.00	18611.50
3.	GALLOWAY RD WA-10	10'x50' cmp	6250.00	500 TONS	10000.00	50 yds	\$3750.00	7611.50	1000.00	28611.50
4.	CONEROSS FARM RD WA-149	10'x40' cmp	4000.00	400 TONS	8000.00	50 yds	3750.00	6090.00	N/A	21840.00
5.	BRITTANY DR WA-206	10'x40' cmp	2000.00	200 TONS	4000.00	N/A	N/A	6090.00	N/A	12090.00
TOTALS		220' cmp	\$18250.00	1700 TONS	\$34000.00	100 yds	\$7500.00	\$33493.00	\$2000.00	\$95243.00

Collins

\$24,9\*

TIPTON & YOUNG

By: [Signature] (U.P.)

Date: 2/15/95

NOTE 1: If contract over runs 20% for rock and grout, total will be rock \$8400.00 and grout \$1500.00 for a total cost of \$105,143.00

NOTE 2: Prices will be valid from contractor and pipe supplier thru 2/28/95.

ATTACHMENT A Proposal #1  
COST BREAKDOWN FOR INSTALLATION OF CULVERTS

SITE	LOCATION	CULVERT SIZE & LENGTH	LABOR TO INSTALL	RIP-RAP AMOUNT	RIP-RAP LABOR	GROUT YARDS	GROUT COST	CULVERT COST	SEEDING	TOTAL COST
1.	TAMASSEE CREEK RD CH-13	10'x40' cmp	\$2000.00	300 TONS	\$6000.00	N/A	N/A	\$6090.00	N/A	\$14090.00
2.	SULLIVAN RD TU-4	10'x50' cmp	4000.00	300 TONS	6000.00	N/A	N/A	7611.50	\$1000.00	18611.50
3.	GALLOWAY RD WA-10	10'x50' cmp	6250.00	500 TONS	10000.00	50 yds	\$3750.00	7611.50	1000.00	28611.50
4.	CONEROSS FARM RD WA-149	10'x40' cmp	4000.00	400 TONS	8000.00	50 yds	3750.00	6090.00	N/A	21840.00
5.	BRITTANY DR WA-206	10'x40' cmp	2000.00	200 TONS	4000.00	N/A	N/A	6090.00	N/A	12090.00
TOTALS		220' cmp	\$18250.00	1700 TONS	\$34000.00	100 yds	\$7500.00	\$33493.00	\$2000.00	\$95243.00

TIPTON & YOUNG

By: [Signature] (U.P.)

Date: 2/15/95

NOTE 1: If contract over runs 20% for rock and grout, total will be rock \$8400.00 and grout \$1500.00 for a total cost of \$105,143.00

NOTE 2: Prices will be valid from contractor and pipe supplier thru 2/28/95.

# INVENTORY & EVALUATION OF LAND, WATER, AND RELATED RESOURCES

REQUESTED BY B. HAWK - O'CONNOR Co. LOCATION See Below - O'CONNOR County

ASSISTED BY Dennis BACKNIGHT DATE 2-15-95

\*  INDIVIDUAL  GROUP  UNIT OF GOVERNMENT

SITUATION: The Following streams/crossings have been identified as having structural problems and some have been condemned. Several of these crossings have over-land flow and the crossings become submerged by flood water due to the flat area or bottom land area they serve. The drainage areas are very large and the past history has proven that temporary flooding will still occur from time to time at Coneross Farm Rd - WA-149, and Todd Bridge Rd. - WA-16 -

SUGGESTED SOLUTION(S) IT IS SUGGESTED THAT 10' dia. CMP-109A. BE USED AT THE ABOVE MENTIONED SITES AND AT SULLIVAN RD - TU-4, GALLOWAY RD - WA-10, BRITTANY DR. - WA-206 AND A 81" X 59" X 40' L CMP AT LOW WATER BRIDGE RD - CH-75.

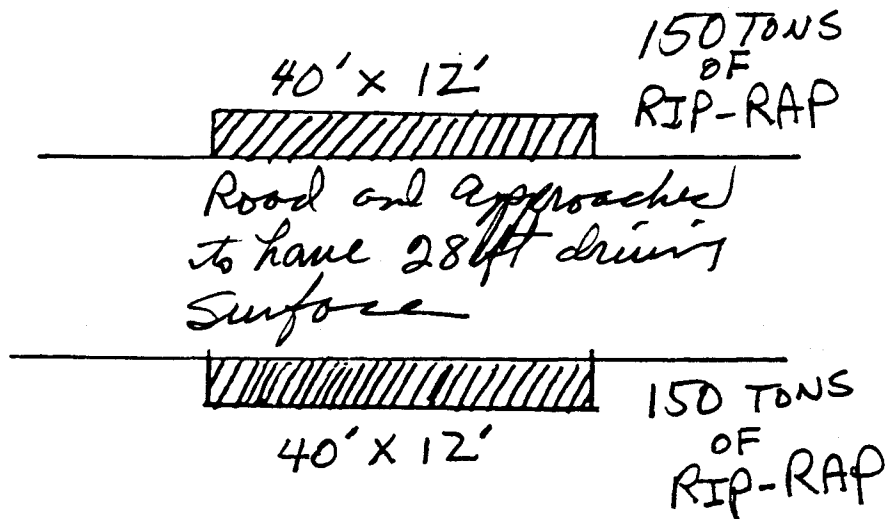
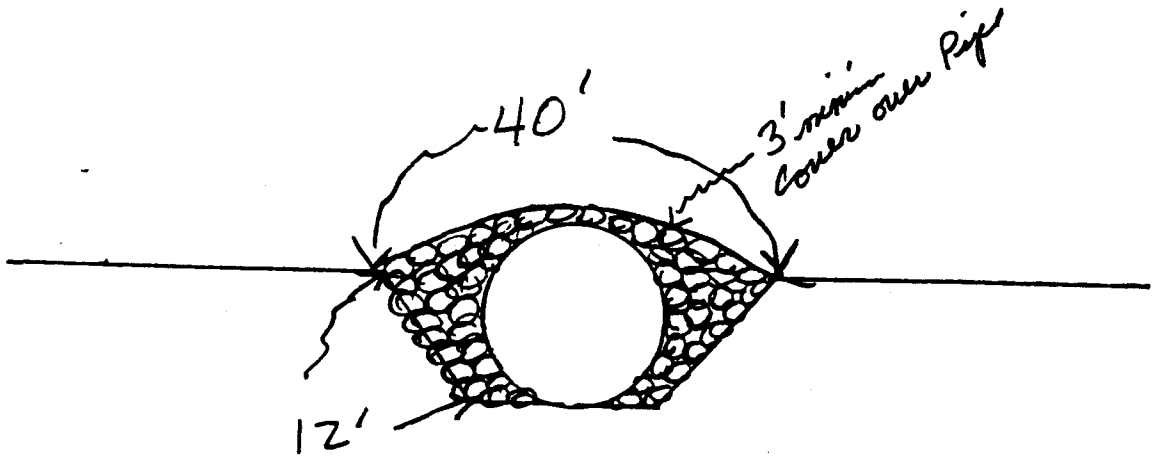
The AREA OVER THE PIPES/CULVERTS SHOULD BE RAISED OR CROWNED, AND REINFORCED WITH RIP-RAP SO FLOOD WATER COULD FLOW AROUND EACH END LIKE AN EMERGENCY SPILLWAY ON WA-149 AND WA-16, AND ALSO MEET LOAD BEARING CAPACITY FOR THE 10' dia. PIPES -

Dennis Backnight  
USDA-NRCS  
District Conservationist

TAMASSEE CREEK RD

# 1

CH-13



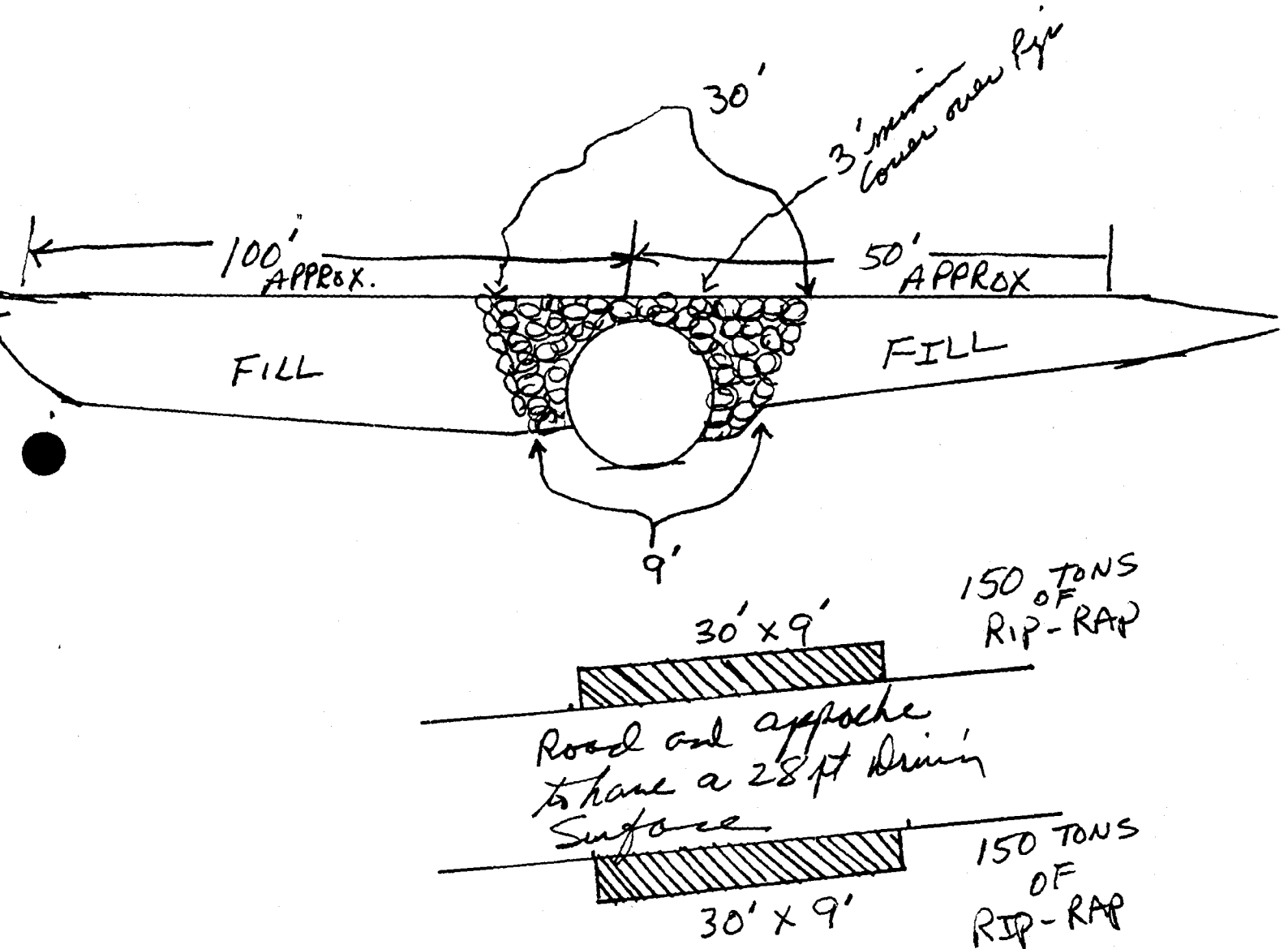
NOTE: ALL measurements are Approximate.

Tipton & Young  
By: [Signature] (U.P.)

Date: 2/15/95

SULLIVAN RD  
TU-4

# 2



NOTE: All measurements are approximate

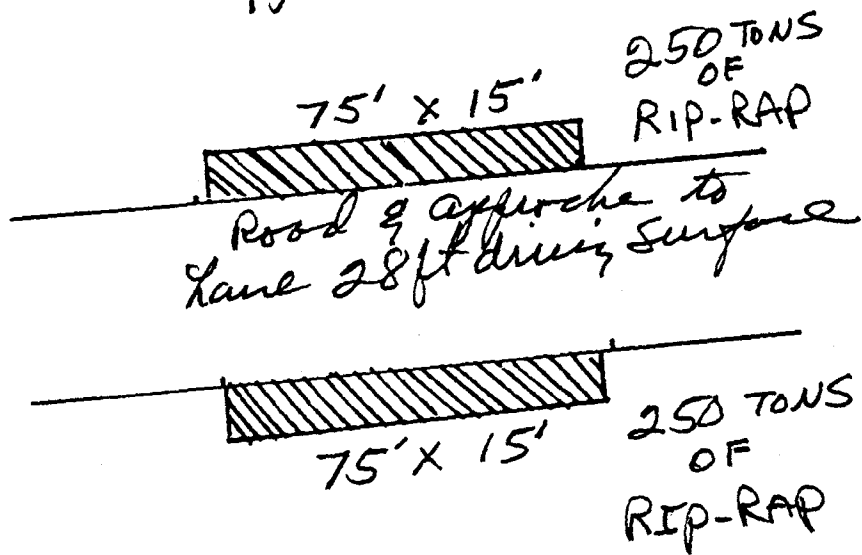
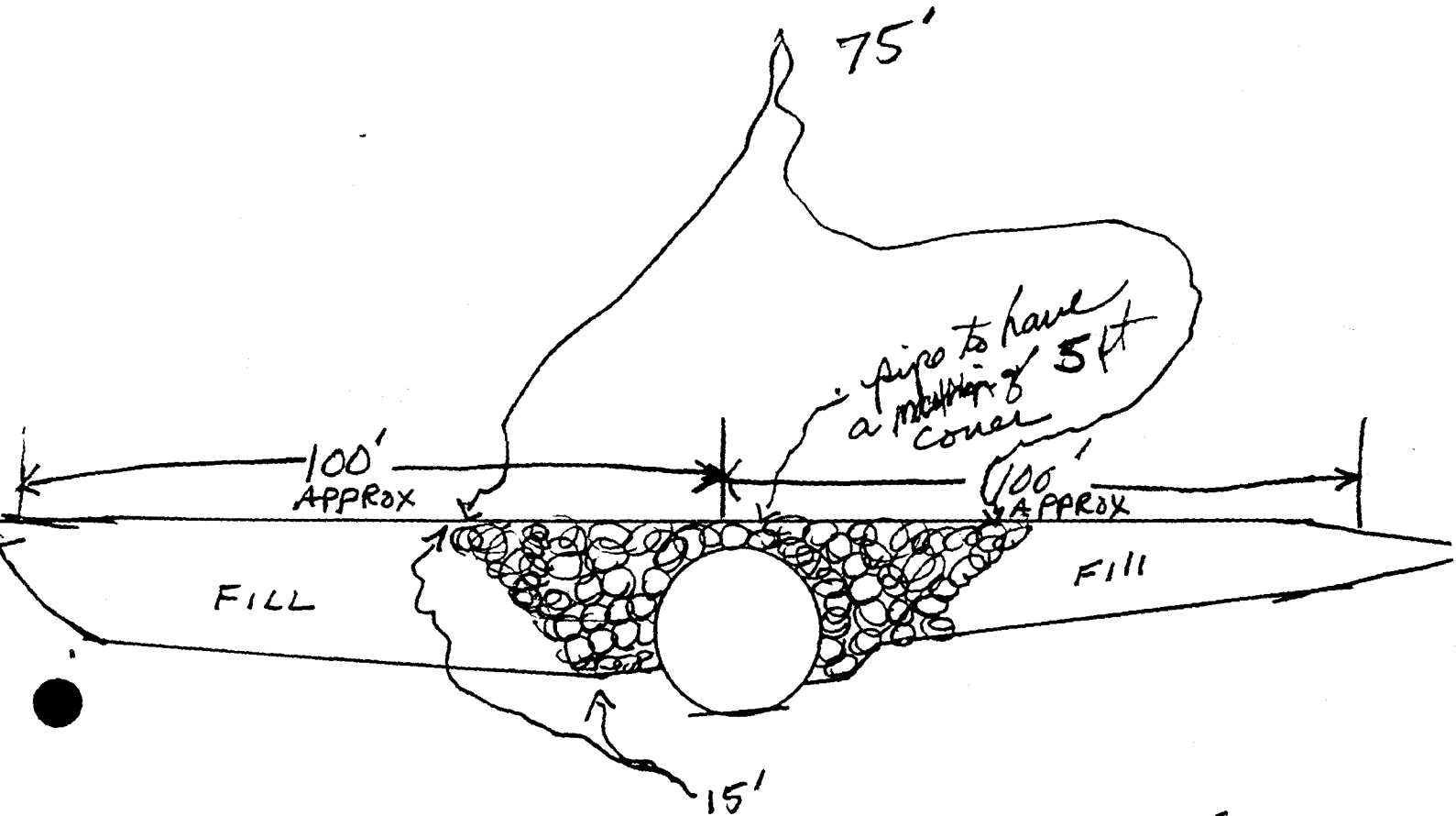
Tipton & Young

By: [Signature] (C.P.)

Date: 2/15/95

GALLOWAY RD  
WH-10

#3



NOTE: All measurements are approximate

Tipton & Young

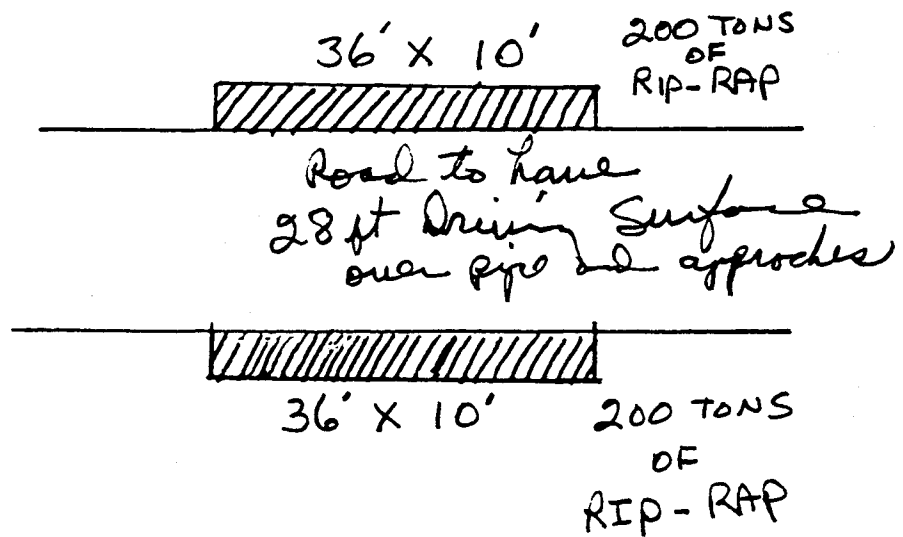
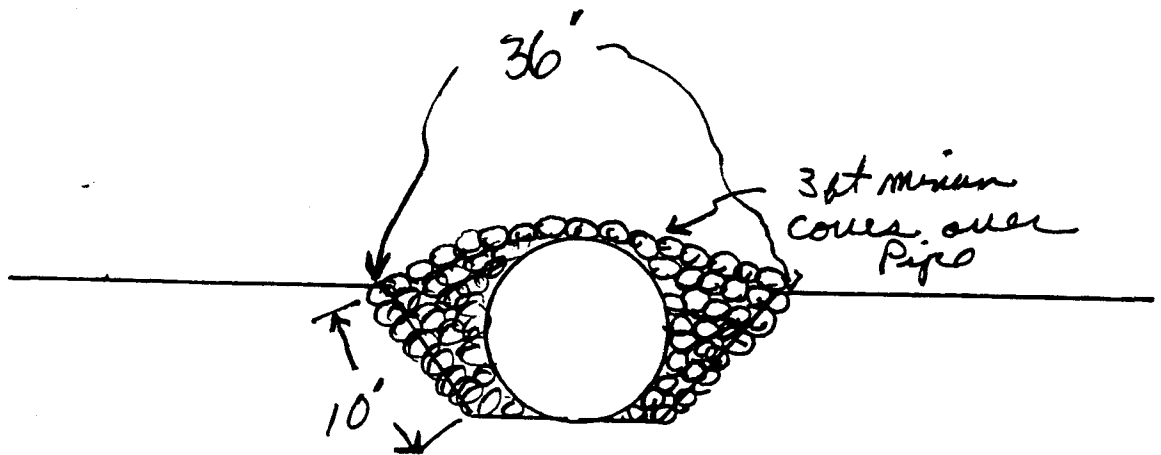
By: [Signature]

Date: 2/15/95



Coneross Farm Rd  
WA-149

# 4



NOTE: All measurements are approximate

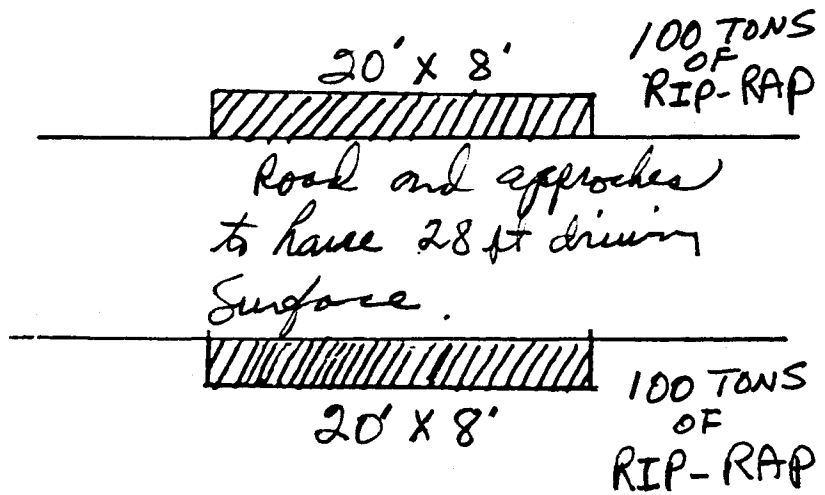
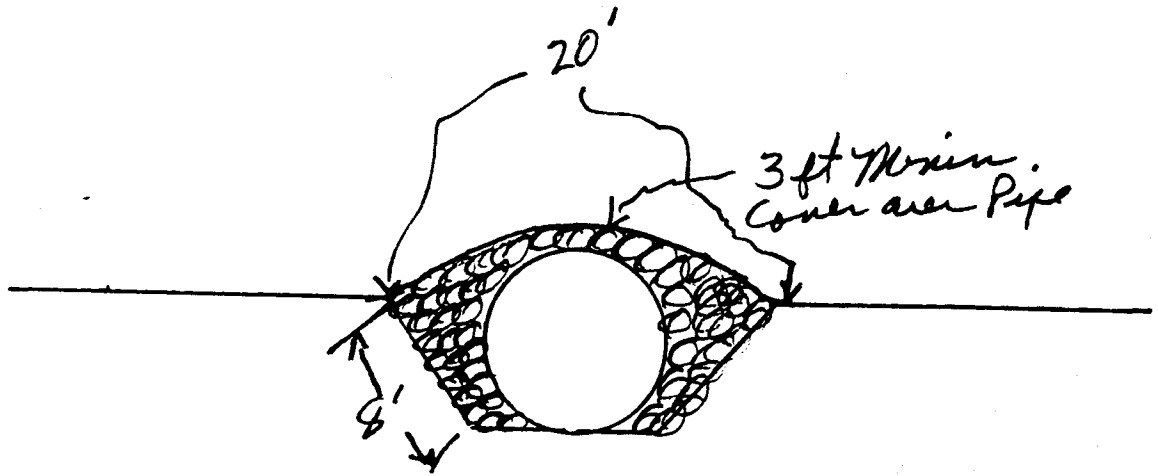
Tipton & Young

By: [Signature]

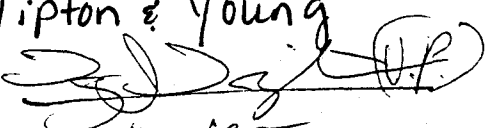
DATE: 2/15/95

BRITTANY DR  
WA-206

# 5

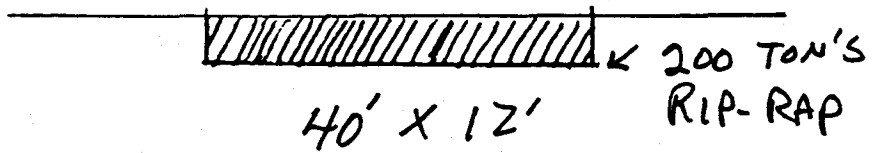
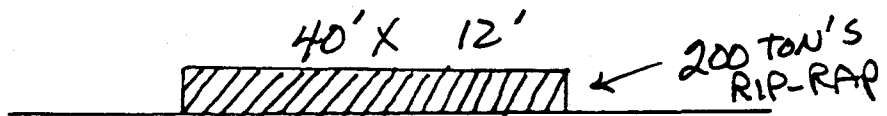
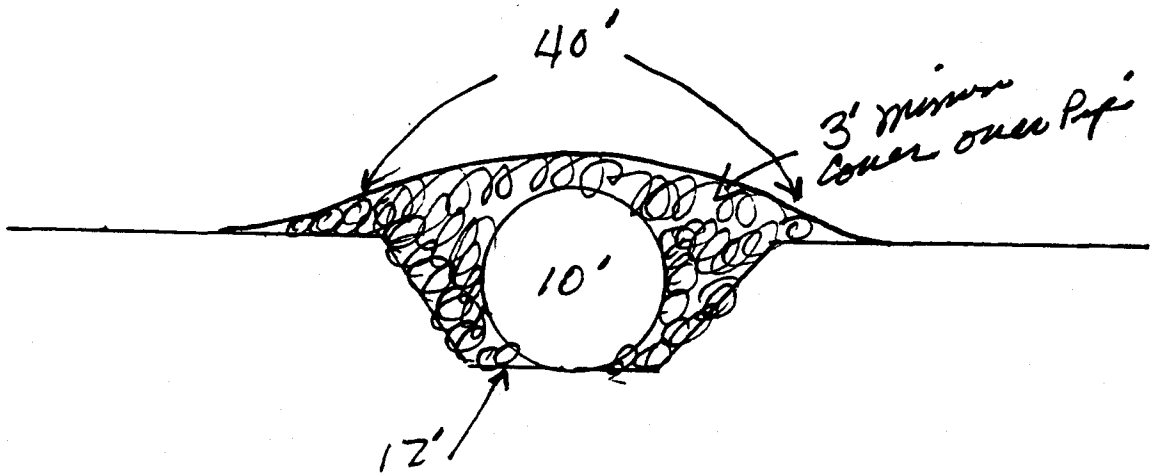


NOTE: All measurements are approximate

Tipton & Young  
By:   
Date: 2/15/95

TODD BRIDGE RD  
WA-16

#6



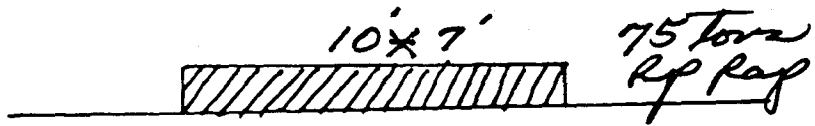
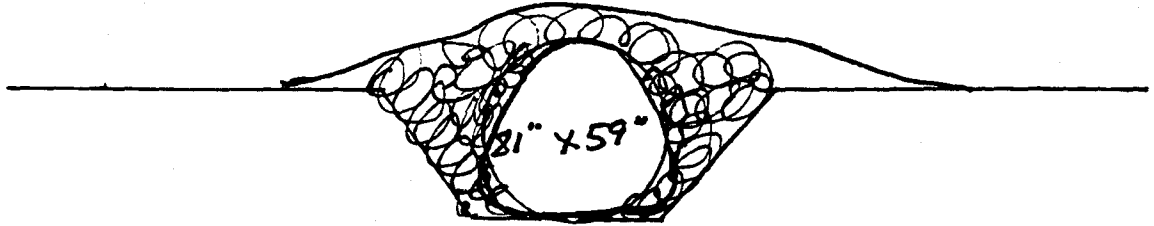
NOTE: all measurements are approximate  
TIPTON & YOUNG

by: \_\_\_\_\_

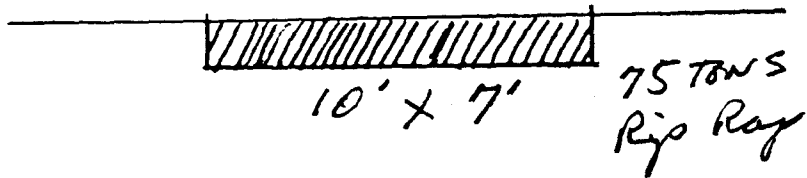
LOW WATER BRIDGE RD

#7

CH-75



28' Dring Source



Note: all measurements are approx  
TIPTON & YOUNG

by: \_\_\_\_\_

COLLINS RD  
WA-155

OCONEE COUNTY  
#4

1. CULVERTS

One site requires the removal of a bridge and replace with a culvert. Oconee County will perform the following work at this site:

- A. Haul all debris and required fill material.
  - B. Furnish a 2-man pipe crew.
  - C. Furnish a rubber-tired backhoe with operator.
  - D. Haul all crusher run required.
  - E. Furnish all rip-rap.
  - F. Deliver new pipe.
  - G. Furnish all pipe, hardware, earthfill, and crusher run.
  - H. Furnish sheep foot/tractor and motor grader if needed.
2. All pipe joints shall be wrapped with Class 1 geotextile prior to placement of earthfill. Geotextile is to extend a minimum of one foot past the connecting bands and is to be secured in place with plastic twine or other materials.
  3. Contractor will remove and dispose of bridge (if broken up into small pieces county will haul).
  4. Contractor to haul all Rip-Rap.
  5. Oconee County to purchase pipe from Contech of Ashville NC.
  6. Placing Rip-Rap w/Geotextile will be @20.00 per ton (as per Federal contract of SCS South Carolina EWP Oconee-8).
  7. Rip-Rap amount @20.00 per ton and Grout @75.00 per yard shall have a 20% over run with prior approval of Oconee County appointed representative.
  8. Contract or portion of this contract contingent on Oconee County verifying or acquiring permanent R.O.W.s for work to be performed.

TIPTON & YOUNG

By: \_\_\_\_\_

Date: \_\_\_\_\_

Remove wooden bridge  
and Replace w/ 84" x 50'  
10GA aluminum (Furnished by  
Oroona County).

Clear and Grub 50' in  
width and 150' in length  
(all approx measure)

Construct fill in this  
Area, Key 600 TON's of  
Rip-Rap @ \$20 per ton

LABOR on Fill - \$ 8000.00  
Rip-Rap 12000.00

\$ 20,000.00

SEEDING 1000.00  
21,000.00

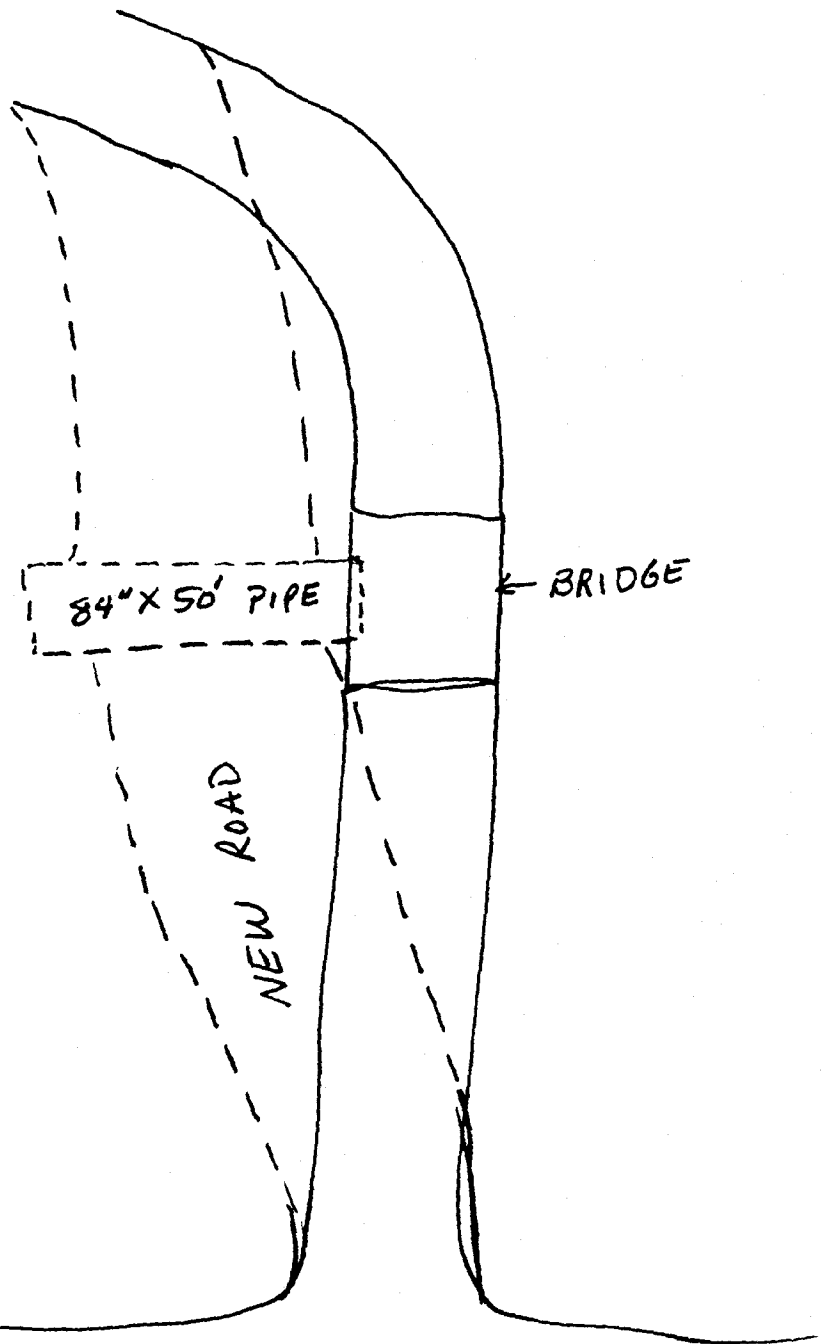
PIPE Cost 3989.48

TOTAL \$ 24989.48

TIPTON & YOUNG

by Day Pyle (N.P.)

DATE 2/15/95



TO: MARIANNE A. DILLARD  
FROM: Tuck Wooten - VP

A. M. TUCK, INC.



General Contractor

POST OFFICE BOX 486  
FAX (803) 223-7846

GREENWOOD, SOUTH CAROLINA

TELEPHONE  
(803) 223-5624

29648

2-6-95

Structure estimator for Oconee County - various  
STREAMS - for estimating only - Structures sizes could  
VARY. *Paul Wooten VP*

TAMASSE Ck. Rd. 3437 Area DA

Quad 10' x 8' x 32' R.C. Box CULVERT

Culvert  
Removal & Grading  
ENGINEERING

\$ 75,000  
10,000  
2,500

①

\$ 87,500

SULLIVAN RD. 921 Area D.A.

TRIPLE 8' x 6' x 32' R.C. Box Culvert

REMOVAL AND GRADING  
ENGINEERING

65,000  
10,000  
2,500

②

\$ 77,500

HOLLY SPRINGS Rd. 644 Area D.A.

ROCK *ALLOWED 20'*  
30' SINGLE SPAN BRIDGE

REMOVAL AND GRADING  
ENGINEERING

57,500  
12,000  
2,500

③

\$ 70,000

CONGRESS FARM RD (FLOOD PLANE)

BARREL 10' x 8' x 32' R.C. Box Culvert

REMOVAL AND GRADING  
ENGINEERING

\$ 85,000  
10,000  
3,500

④

\$ 98,500

Charles D. Smith  
220 Lee Lane  
Salem, S.C. 29676

Dear Oconee County Council,

I am applying to you for a road name change. The road I am requesting, Lee Lane is actually my driveway.

I am applying for a name change for the following reasons:

1. My family is the only residents on this road.
2. The road was named after the former residents, and our names is not Lee.
3. I am in the process of establishing a horse farm, and would prefer to rename the road for business purposes; "Quarter Horse Lane", "Horseshoe Lane", or "Circle S Farm Road".
4. The name "Lee Lane" is often confused with "Lee Road" which is about 3 miles south off Hwy 11.

Thanks for your consideration,  
Charles D. Smith



2-2-95

To whom It may Concern:

We have recently moved, and purchased property in Oconee County, on the Flat Shoals Rd.

The Address of this property is now 525 Williams Lane - we are requesting a change of the name - would like it to be 525 Childers Lane - as we are the only family living on this property -

Please advise us what steps to take - I was given your address by Linda from the 911 office -

I understand there is a \$25.00 charge which is no problem - we do have a disabled person in our household, and would like the name changed as soon as possible - in case of an ambulance call -

Thank you very much, I am

Mrs. Evelyn Childers

Presently at 525 Williams Lane  
Salem, S.C. 29676

924-2313

Mentor  
Crumpton  
Warren

Jan. 23, 1995

Ocoee County Council

To Who It may concern,

My name is Judy Boggs and I live  
at 197 Johnny Hightower Circle Seneca. I  
would like to have my street sign changed.  
Johnny Hightower no longer lives on the  
street and I don't need his name on  
my address. I would like to have it  
changed to Hidden Acres or anything else.

P.S.

Thank you

Judy Boggs

888-8604

P.S.

I will be looking for an answer.

*A. To Red Comm 2 Feb 95*

OCONEE COUNTY  
NO. 5

SITE NO.	LOCATION	CULVERT SIZES	COST PER FOOT	CULVERT COST	LABOR TO INSTALL	RIP-RAP TONS	RIP-RAP LABOR	TOTAL COST	
1	CH-5 CHEROKEE LAKE	72"x40'	61.33	2575.86	1250.00	150	3000.00	6825.86	BAD PIPE
2	CH-5 CHER. LAKE RD	48"x60'	24.00	1512.00	1250.00	150	3000.00	5762.00	BAD PIPE
3	CH-5 CHER. LAKE RD	REPAIR BRIDGE	----	-----	1500.00	150	3000.00	4500.00	DIG OUT AND REPAIR
4	WH-8 CHEOHEE VAL RD	72"x50'	61.33	3219.82	1250.00	200	4000.00	8469.82	BAD PIPE
5	WH-8 CHEOHEE VAL RD	57"x38"x40'	42.33	1777.86	1250.00	150	3000.00	6027.86	BAD PIPE
6	WH-8 CHEOHEE VAL RD	36"x40'	18.00	756.00	1250.00	75	1500.00	3506.00	BAD PIPE
7	WA-160 RIMRODT RD	81"x59"x40'	65.99	2771.58	1250.00	200	1500.00	5521.58	BAD PIPE
8	WA-160 RIMRODT RD	-----	----	-----	1500.00	-----	-----	1500.00	INSTALL DRAINAGE
9	CE-18 HOLLY BRCH RD	81"x59"x40'	65.99	2771.58	1250.00	200	4000.00	8021.58	BAD PIPE
10	WA-54 WINSTEAD RD	72"x40'	61.33	2575.86	1250.00	250	5000.00	8825.86	BAD PIPE
11	WA-68 W. HALFWAY BRANCH RD	72"x50'	61.33	3219.82	1250.00	250	5000.00	9469.82	BAD PIPE
12	WA-15 LAY MILL RD	48"x50'	24.00	1260.00	1250.00	250	5000.00	7510.00	BAD PIPE
13	WA-15 LAY MILL RD	57"x38"x40'	42.33	1777.86	1250.00	150	3000.00	6027.86	BAD PIPE

A. To Rd Comm 21 Feb 95

OCONEE COUNTY  
NO. 5

COST PER FOOT	CULVERT COST	LABOR TO INSTALL	RIP-RAP TONS	RIP-RAP LABOR	TOTAL COST	PROBLEM
1.33	2575.86	1250.00	150	3000.00	6825.86	BAD PIPE
4.00	1512.00	1250.00	150	3000.00	5762.00	BAD PIPE
----	-----	1500.00	150	3000.00	4500.00	DIG OUT AND REPAIR N.E. CORNER
1.33	3219.82	1250.00	200	4000.00	8469.82	BAD PIPE
2.33	1777.86	1250.00	150	3000.00	6027.86	BAD PIPE
8.00	756.00	1250.00	75	1500.00	3506.00	BAD PIPE
5.99	2771.58	1250.00	200	1500.00	5521.58	BAD PIPE
----	-----	1500.00	-----	-----	1500.00	INSTALL DRAINAGE DITCH
5.99	2771.58	1250.00	200	4000.00	8021.58	BAD PIPE
.33	2575.86	1250.00	250	5000.00	8825.86	BAD PIPE
.33	3219.82	1250.00	250	5000.00	9469.82	BAD PIPE
.00	1260.00	1250.00	250	5000.00	7510.00	BAD PIPE
.33	1777.86	1250.00	150	3000.00	6027.86	BAD PIPE

OCONEE COUNTY  
NO. 5

SITE NO.	LOCATION	CULVERT SIZES	COST PER FOOT	CULVERT COST	LABOR TO INSTALL	RIP-RAP TONS	RIP-RAP LABOR	TOTAL COST	
27	TU-37 COBB BRIDGE RD	REPAIR SLOPE	----	-----	-----	50	1000.00	1000.00	BAD PIPE
28	WA-43 BURKETT RD	15"x40'	----	-----	500.00	----	500.00	1000.00	BAD PIPE
29	WA-43 BURKETT RD	48"x60'	24.00	1512.00	1250.00	250	5000.00	7762.00	BAD PIPE
30	WA-142 JANDA RD	48"x60'	24.00	1512.00	1250.00	225	4500.00	7262.00	BAD PIPE
31	WA-142 JANDA RD	18"x50'	----	-----	500.00	-----	-----	500.00	BAD PIPE
32	WA-177 KARLTON DR	36"x50'	18.00	945.00	1250.00	100	2000.00	4195.00	BAD PIPE
33	SE-230 MORNINGGLORYD	48"x40'	24.00	1008.00	1250.00	150	3000.00	5258.00	BAD PIPE
34	SE-125 CREEK SIDE DR	48"x60'	24.00	1512.00	1250.00	200	4000.00	6762.00	BAD PIPE
35	CE-24 MARETT RD	142"x91"x50'	153.00	8032.50	2000.00	300	6000.00	16332.00	BAD PIPE
36	WA-106 S SPRING ST	-----	----	-----	2500.00	----	-----	2500.00	CLEAN BANKS, CUT ESTABLISH DITCH L
	<b>TOTAL</b>			\$50433.50	\$43250.00	5725	\$112000.00	\$205683.80	

OCONEE COUNTY  
NO. 5

COST PER FOOT	CULVERT COST	LABOR TO INSTALL	RIP-RAP TONS	RIP-RAP LABOR	TOTAL COST	PROBLEM
-----	-----	-----	50	1000.00	1000.00	BAD PIPE
-----	-----	500.00	-----	500.00	1000.00	BAD PIPE
24.00	1512.00	1250.00	250	5000.00	7762.00	BAD PIPE
24.00	1512.00	1250.00	225	4500.00	7262.00	BAD PIPE
-----	-----	500.00	-----	-----	500.00	BAD PIPE
8.00	945.00	1250.00	100	2000.00	4195.00	BAD PIPE
4.00	1008.00	1250.00	150	3000.00	5258.00	BAD PIPE
4.00	1512.00	1250.00	200	4000.00	6762.00	BAD PIPE
3.00	8032.50	2000.00	300	6000.00	16332.00	BAD PIPE
-----	-----	2500.00	-----	-----	2500.00	CLEAN BANKS, CUT SLOPES AND ESTABLISH DITCH LINES
	\$50433.50	\$43250.00	5725	\$112000.00	\$205683.80	

OCONEE COUNTY

NO. 5

SITE NO.	LOCATION	CULVERT SIZES	COST PER FOOT	CULVERT COST	LABOR TO INSTALL	RIP-RAP TONS	RIP-RAP LABOR	TOTAL COST	
14	CE-111 N GRANT RD	48"x60'	24.00	1512.00	1250.00	200	4000.00	6762.00	BAD PIPE
15	SE-80 DOGAN DR	72"x40'	61.33	2575.86	1250.00	200	4000.00	7825.86	BAD PIPE
16	SE-382 E LONSDALE ST	48"x60'	24.00	1512.00	1250.00	300	6000.00	8762.00	BAD PIPE
17	SE-103 OWENS RD	48"x60'	24.00	1512.00	1250.00	300	6000.00	8762.00	BAD PIPE
18	CE-79 CONNERS BLVD	-----	----	-----	750.00	----	-----	750.00	DIG AND REPAIR RO
19	CE-84 SHELOR FERRY RD	60"x40'	35.10	2314.20	1250.00	350	7000.00	10564.00	BAD PIPE
20	TU-24 PUMP HOUSE RD	REPAIR PIPE	----	-----	500.00	200	4000.00	4500.00	BAD PIPE
21	WA-105 SIMS CR	48"x40'	24.00	1008.00	1250.00	150	3000.00	5258.00	BAD PIPE
22	TU-7 CAMP RD	-----	----	-----	2500.00	-----	-----	2500.00	CLEAN UP DEBRIS F AND LEVEL SITES
23	TU-37 COBB BRIDGE R	24"x50'	---	-----	1250.00	200	4000.00	5250.00	BAD PIPE
24	TU-37 COBB BRIDGE R	18"x50'	---	-----	500.00	----	-----	500.00	BAD PIPE
25	TU-37 COBB BRIDGE R	48"x50'	24.00	1260.00	1250.00	175	3500.00	6010.00	BAD PIPE
26	TU-37 COBB BRIDGE R	REPAIR PIPE & SLOPE	----	-----	500.00	200	4000.00	4500.00	BAD PIPE

OCONEE COUNTY  
NO. 5

COST PER FOOT	CULVERT COST	LABOR TO INSTALL	RIP-RAP TONS	RIP-RAP LABOR	TOTAL COST	PROBLEM
24.00	1512.00	1250.00	200	4000.00	6762.00	BAD PIPE
51.33	2575.86	1250.00	200	4000.00	7825.86	BAD PIPE
24.00	1512.00	1250.00	300	6000.00	8762.00	BAD PIPE
24.00	1512.00	1250.00	300	6000.00	8762.00	BAD PIPE
-----	-----	750.00	----	-----	750.00	DIG AND REPAIR ROAD
35.10	2314.20	1250.00	350	7000.00	10564.00	BAD PIPE
-----	-----	500.00	200	4000.00	4500.00	BAD PIPE
4.00	1008.00	1250.00	150	3000.00	5258.00	BAD PIPE
-----	-----	2500.00	-----	-----	2500.00	CLEAN UP DEBRIS FROM BERYL EWP CONTRACTS AND LEVEL SITES
-----	-----	1250.00	200	4000.00	5250.00	BAD PIPE
-----	-----	500.00	----	-----	500.00	BAD PIPE
1.00	1260.00	1250.00	175	3500.00	6010.00	BAD PIPE
-----	-----	500.00	200	4000.00	4500.00	BAD PIPE