

A G E N D A

OCONEE COUNTY COUNCIL MEETING

TUESDAY, MAY 6, 1997

7:00 PM

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Briefing Regarding Status of HOME Program Grant - Ms. Vickie Strother & Mr. Ned Workman, Carolina Community Resources
5. Consideration of ATAX Grant to Mountain Rest Community Club in the Amount of \$4,850 - Mrs. Geri McSwain, Chairman, ATAX Committee
6. Consideration of Request to Apply for Grant Tuition for Employee - Mrs. Martha Baily, Library Director
7. Consideration of Bids for Copier for Emergency Preparedness - Mr. Henry Gordon, Emergency Preparedness Director & Ms. Marianne Dillard, Purchasing Agent
8. Consideration of Bids for Fire Protection Study - Mr. Dewitt Mize, Rural Fire Marshal & Ms. Marianne Dillard, Purchasing Agent
9. Consideration of No Award of Bids for Dishwasher at Law Enforcement Center - Ms. Marianne Dillard, Purchasing Agent
10. First Reading of Ordinance 97-7, "1997-98 OCONEE COUNTY BUDGET ORDINANCE" in title only
11. First Reading of Ordinance 97-8, "AN ORDINANCE TO PROVIDE FOR THE ASSISTANCE BY OCONEE COUNTY IN PROVIDING OFFICE SPACE FOR THE APPALACHIAN COUNCIL OF GOVERNMENTS THROUGH THE JOINT ACQUISITION WITH THE OTHER MEMBER COUNTIES (THE COG) OF AN UNDIVIDED INTEREST IN A BUILDING TO BE CONSTRUCTED ON CERTAIN AGREEMENTS WITH RESPECT TO THE SUCH ACTIVITIES TO INCLUDE THE LEASE, AND ADMINISTRATION AGREEMENT, A TRUST AGREEMENT AND ANY OTHER AGREEMENTS NECESSARY OR APPROPRIATE IN CONNECTION THEREWITH" in title only

A G E N D A

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12. Second Reading of Ordinance 97-6, "AN ORDINANCE TO ADOPT & COMMISSION COUNTY PARK RANGERS AS CODE ENFORCEMENT OFFICERS"
13. Old Business
14. New Business
15. Adjourn

Prior to the regular Council Meeting at 7:00 pm there will be an open meeting May 6, 1997 at 6:30 pm in Council Chambers, 208 Booker Drive, Walhalla, SC for the public to express their concerns to Council. Anyone wishing to speak will need to sign in and give the subject on which they wish to express their concerns.

There will be a meeting of the Oconee County Budget & Finance Committee Tuesday, May 6, 1997 at 3:00 pm in Council Chambers, 208 Booker Drive, Walhalla, SC for the purpose of discussing the proposed 1997-98 budget proposal.

There will be a meeting of the Oconee County Budget & Finance Committee Wednesday, May 7, 1997 at 7:30 am in Council Chambers, 208 Booker Drive, Walhalla, SC for the purpose of discussing the proposed 1997-98 budget proposal.

MEMBERS, OCONEE COUNTY COUNCIL

Ms. M. Fran Burrell, District I Mr. J. Harold Thomas, District II
Mr. Harry R. Hamilton, District III Mrs. Ann H. Hughes, District IV
Mr. Charles R. "Chuck" Timms, District V

MINUTES, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held Tuesday, May 6, 1997 at 7:00 pm in Council Chambers with all Council Members and the County Attorney present.

Members of the press notified (by mail):
Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WSNW Radio, WCCP Radio, WPEK Radio, The Times Upstate, Northland Cablevision, WYFF TV, WSPA TV & WLOS TV.

Press

Members of the press present: Allison Glass - Anderson Independent & Ashton Hester - Keowee Courier.

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

Call to Order

The invocation was given by Rev. Rinehart.

Invocation

Mr. Timms made a motion, seconded by Ms. Burrell, approved 5 - 0 that the minutes of the April 15, 1997 meeting be adopted as printed.

Minutes

Mr. Orr presented the attached update regarding the HOME Program prepared by Carolina Community Resources to Council.

HOME Program

Upon recommendation of Mr. Jack Bishop, ATAX Committee, Mr. Hamilton made a motion, seconded by Mr. Timms, approved 5 - 0 that the attached ATAX Grant in the amount of \$4,850 to the Mountain Rest Community Club be adopted.

ATAX Grant

Upon request of Mrs. Martha Baily, Library Director, Ms. Burrell made a motion, seconded by Mrs. Hughes, approved 5 - 0 that an employee in the Library be permitted to apply for a State Library Tuition Grant with the employee entering into a subreceptient agreement to repay the county if the grant is not approved or if the employee is unable to meet the requirements of the grant.

Library

Upon recommendation of Mr. Henry Gordon, Emergency Preparedness Director, & Ms. Marianne Dillard, Purchasing Agent, Mrs. Hughes made a motion, seconded by Ms. Burrell, approved 5 - 0 that the bid for a copying machine for Emergency Preparedness be awarded to Kearns Corporation who was low bid at \$14,019.95 including maintenance. (See attached bid sheet)

Emergency Prep.

Upon recommendation of Mr. Dewitt Mize, Rural Fire Marshal, & Ms. Marianne Dillard, Purchasing Agent, Ms. Burrell made a motion, seconded by Mr. Hamilton, approved 5 - 0 that the bid for a fire protection study and plan be awarded to Askins & Associates who were low bid at \$17,900. (See attached bid sheet)

**Fire
Study &
Plan**

Upon recommendation of Ms. Dillard, Mr. Hamilton made a motion, seconded by Mrs. Hughes, approved 5 - 0 that no award be made on the dishwasher for the Law Enforcement Center. The School District has donated a dishwasher to LEC. (See attached letter and bid sheet)

**Dishwasher
LEC**

Mr. Timms made a motion, seconded by Mr. Thomas, approved 5 - 0 that Ordinance 97-7, "1997-98 OCONEE COUNTY BUDGET ORDINANCE" be adopted on first reading in title only.

Ord. 97-7

Mr. Hamilton made a motion, seconded by Mr. Timms, approved 5 - 0 that Ordinance 97-8, "AN ORDINANCE TO PROVIDE FOR THE ASSISTANCE BY OCONEE COUNTY IN PROVIDING OFFICE SPACE FOR THE APPALACHIAN COUNCIL OF GOVERNMENTS THROUGH THE JOINT ACQUISITION WITH THE OTHER MEMBER COUNTIES (THE COG) OF AN UNDIVIDED INTEREST IN A BUILDING TO BE CONSTRUCTED ON CERTAIN REAL PROPERTY, THE LEASING OF THE BUILDING TO THE COG, THE ENTRY INTO CERTAIN AGREEMENTS WITH RESPECT TO THE SUCH ACTIVITIES TO INCLUDE THE LEASE, AN ADMINISTRATION AGREEMENT, A TRUST AGREEMENT AND ANY OTHER AGREEMENTS NECESSARY OR APPROPRIATE IN CONNECTION THEREWITH" be adopted on first reading in title only.

Ord. 97-8

Mr. Cain presented Ordinance 97-6, "AN ORDINANCE TO APPOINT AND COMMISSION COUNTY PARK RANGERS AS CODE ENFORCEMENT OFFICERS" to Council for second reading.

Ord. 97-6

After a brief discussion, Mrs. Hughes made a motion that second reading be tabled, however, there was no second to this motion.

During this discussion, Ms. Burrell had to leave the meeting.

Mr. Hamilton then made a motion, seconded by Mr. Thomas, approved 3 - 1 (Mrs. Hughes voting against, Ms. Burrell absent) that the ordinance be adopted on second reading.

Mr. Cain, County Attorney, informed Council there was a process by which an organization could apply for grant funds for sewer projects and he hoped to have some information and options to offer Council regarding Newry Sewer at the next Council meeting.

**Newry
Sewer**

Minutes, Oconee County Council Meeting
Tuesday, May 6, 1997 - 7:00 pm
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Mr. Thomas, Chairman, Roads & Transportation Committee, informed those present that the proposed road ordinances were on hold at this time.

**Roads
Ord.'s**

Mr. Timms, Chairman, Budget & Finance Committee, informed those present that a committee meeting is scheduled at 7:30 am Wednesday, May 7, 1997.

Budget

Mr. Timms made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Ms. Burrell absent) that funds be taken from contingency and placed in line item 10 007 00130 77715 to pay the attached State Worker's Fund audit adjustment.

**Worker's
Comp.
(Cont'cy)**

It was the consensus of Council to accept a lot at Keowee Key and dispose of it as quickly as possible with the proceeds being donated to conservation and education as per the request of the donor. The county attorney has completed a title search on the lot and there are no taxes owed on the lot, nor are there any liens against the property.

**Keowee
Key Lot**

Mrs. Hughes made a motion, seconded by Mr. Timms, approved 5 -0 that Council go into executive session to discuss legal and auditing matters.

**Executive
Session**

When open session resumed, there was no action taken.

**Open
Session**

Adjourn: 8:50 pm

Adjourn

Submitted By:

Opal O. Green
Opal O. Green
Council Clerk

Reviewed By:
Harrison E. Orr
Supervisor-Chairman
Oconee County Council



Carolina Community Resources

Community & Economic Development Consultants

May 5, 1997

Mr. Harrison E. Orr
Oconee County Supervisor/Chairman
Public Service Building
208 Booker Drive
Walhalla, SC 29691

RE: **PROGRESS REPORT - Oconee County HOME Program**
Grant #M96-SG450196

NOTICE OF GRANT AWARD

The Notice of Grant Award was published in local newspapers to inform the public that Oconee County was awarded the sum of \$175,868.00 under the HOME Investment Partnerships Program (HOME) for Oconee County to provide housing rehabilitation opportunities for **eligible, low-income homeowners** in Oconee County.

A form was included in the newspaper advertisement whereby those interested could return this form to the Oconee HOME Program. Approximately thirty (30) Oconee County residents responded to the newspaper advertisement and were contacted by Carolina Community Resources (CCR) to determine their eligibility. Those homeowners that appeared to be qualified were asked to complete an application form and supply proof of ownership and income.

Six (6) homeowners were determined to be qualified to receive HOME assistance. These six (6) homeowners were recommended by CCR to the Housing Review Committee for approval and received approval. The six (6) homeowners are:

1. John Davis, 303 Tribble St., Seneca, SC
2. R.B. Osby, 426 N. Spring St., Walhalla, SC
3. Myrtle Dyar, 306 Retreat St., Westminster, SC
4. John Gibson, 613 S. Cherry St., Seneca, SC
5. Mary Barton, 107 Willow St., Seneca, SC

Page One

CONTRACTOR SOLICITATION AND SELECTION

A letter was mailed to all known contractors and builders in Oconee County and surrounding areas, informing them of the HOME Program and asked that any interested contractor or builder contact CCR to become qualified. Contractors were required to have a current South Carolina Builders license or General Contractors license, show proof of the required liability and workman's comp. insurance, and give adequate references of work performed and credit references. All approved qualified contractors and builders were invited to bid on the six houses to be rehabilitated.

WORK WRITE-UP, CONTRACTOR BID, CONTRACT AWARD

CCR visited each of the six houses selected and developed a work write-up defining the rehabilitation work needed to bring each house in compliance with the HOME Program guidelines and local and state building codes. CCR prepared an estimate on each house, as required by the HOME Program, to serve as a guideline for comparing bids.

All approved qualified contractors were invited to bid on the approved houses. Six (6) qualified contractors attended a pre-bid conference and a walk-thru of each house. Bids were submitted on March 10, 1997 at 9:30 am. at the Public Service Building where they were opened and read aloud to those contractors in attendance.

CCR reviewed each bid to determine the lowest, qualified bid on each house. Contracts were awarded to three (3) contractors as following:

1. Charles Anderson Builder, Marietta, SC (Forrest Cobb)
(60 days to complete construction)
2. Jerry Finley Builder, Easley, SC (Mable Dyar)
(60 days to complete construction)
3. Burnette & Sons Builders, Spartanburg, SC (Mary Barton, John Davis,
R.B. Osby and John Gibson) (150 days to complete all four houses)

HOME PROGRAM CURRENT STATUS

Construction is about 30% complete on the John Davis house and construction has started this week on the Mable Dyar house and the Forrest Cobb house.

CCR will inspect construction on a regular basis to insure compliance to the work write-up and HOME Program requirements.

We will keep you informed of the progress, and please contact us if you have any questions or concerns.

Sincerely,

Ned R. Workman, Sr.

Ned R. Workman, Sr.

CAROLINA COMMUNITY RESOURCES

~~_____~~
~~_____~~
~~_____~~
~~_____~~

OCCONEE COUNTY ATAX APPLICATION FORM

TOURISM RELATED PROJECTS

ATAX Approved 4/30/97

I. APPLICANT

A. Name of organization MOUNTAIN REST COMMUNITY CLUB

B. Address P.O. Box 24
MTN. REST, SC. 29664

Northwest Karadling

ATAX
Approved
April 30, 1997

II. FUNDS REQUESTED

A. ATAX funds requested \$ 4850.00

B. Itemized budget for ATAX funds requested (attach on separate sheet)

C. Other funding?

Matching grants: _____ Source: _____

Funds furnished by your organization: 0

Other funding sources and amounts: _____

III. NARRATIVE PROJECT DESCRIPTION

A. Description of project INSTALL DRAINAGE PIPES &
RE-GRAVEL ROAD TO PARKING LOT IN REAR.

B. Who will benefit from project? ALL PEOPLE ATTENDING
EVENTS HELD ON THE GROUNDS

IV. APPROXIMATE DATES OF PROJECT

Beginning 6-1-97 Ending 6-21-97

4-13-1997 7:29PM

FROM TOWN OF SALEM 8649447795

V. APPLICANT CATEGORY

Government Entity: City _____ County _____ District _____
Non-profit Organization: Incorporation date 1990
Eleemosynary Organization under IRS Code: IRS # 57-0913532
Date of Determination Letter 6-11-90

VI. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County? WE ADVERTISE IN SEVERAL SOUTHERN REGION MAGAZINES. THIS PROJECT WILL INCREASE OUR PARKING AREA AS WE DRAW MORE PEOPLE TO OUR EVENTS. ATTENDANCE FOR HILLBILLY DAY 1996 WAS APPROX. 12,000.

*Oliver's
Welcome
Centers*

VII. AUDIT

1. Does your organization perform an independent audit? _____ Yes No
Name of auditor? N/A

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

Contact Name Jim Bidley Title CHAIRMAN
Signature [Signature] Date 4-15-97
Phone Number 638-1139

Alternate Contact Ray Queen Title Vice-Chairman
Co-Signature Ray Queen Date 4-15-97
Phone Number 638-2681

BIDDER	Kearnes Corp.	Southern Office Systems, Inc.	Acme Business/ Ikon Office Solutions	MOM/ Ikon Office Solutions	Plus, Inc.
Base Bid	7,366.00	6,750.70	8,290.00	7,495.00	8,988.00
Options:					
3 hole punch	335.00	341.00	1,927.00	n/a	n/a
stapling sorter	2,318.00	2,274.80	included	single position stapler	single position stapler
Sales Tax	500.95	468.33	510.85	374.75	449.40
TOTAL	\$ 10,519.95	\$ 9,834.83	\$ 10,727.85	* \$7,869.75	* \$9,437.40
Service Contract:					
1st year	700.00	840.00	770.00	890.00	840.00
2nd year	700.00	865.00	770.00	890.00	910.00
3rd year	700.00	891.16	795.00	934.00	980.00
4th year	700.00	917.90	840.00	934.00	1,050.00
5th year	700.00	945.44	865.00	980.00	1,120.00
5 year total for maintenance	3,500.00	4,459.50	4,040.00	4,628.00	4,900.00
TOTAL + 5 YEAR MAINTENANCE	\$ 14,019.95	\$ 14,294.33	\$ 14,767.85	\$12,497.75	\$14,337.40
Brand/Model #	Mita 4090	Royal 2440	Ricoh 7650	Canon NP4050	Konica 4345
Warranty	90 days	90 days	90 days	90 days	90 days
* does not have stapling sorter with booklet, corner, top stapling or 3-hole punch					
Attended Bid Opening: Marianne Dillard, Jenny Peay, Carmelita Baumgarner - Oconee County, Les Buford - Kearnes,					
Eric Stratton - MOM, Randy Smith - Plus, Inc.					

DID NOT MEET SPECS

BID NO. 96-58

(Use this number on envelopes and all related correspondence.)

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

The KEARNS CORPORATION
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for a 40 copies per minute copier

Base price for 40 CPM Copier	\$ <u>\$ 7,366.⁰⁰</u>
S. S. Sales Tax (5%)	\$ <u>368.³⁰</u>
TOTAL	\$ <u>7,734.³⁰</u>

OPTIONS:

3 Hole Punch	\$ <u>335.⁰⁰ + TAX</u>
Stapling Sorter in three positions <u>ASS5120</u> <u>(SITS ON FLOOR)</u>	\$ <u>2318.⁰⁰ + TAX</u> <u>HEAVY DUTY 20 BINS X 50 SHEETS STAPLES THRU 50 SHEETS</u>

Brand/ Model # MITA 4090 WITH ASS 5120 STAPLING SORTER (please include literature with bid) SHEETS

Warranty 90 DAYS

Service Contract:

Yearly service contract, based on 70,000 copies per year	\$ <u>700.⁰⁰</u> (1 st year)
2 nd year	<u>700.⁰⁰</u>
3 rd year	<u>700.⁰⁰</u>
4 th year	<u>700.⁰⁰</u>
5 th year	<u>700.⁰⁰</u>

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: 1 WEEK

Bidding Organization: KEARNS CORP.

Mailing Address: 337 WEST MAIN ST., EASLEY, S.C. 29640

Signature of Bidders Representative: LES BUFORD *Les Buford*

Title: SALES REP. Date: 4/22/97

Telephone: 864-859-5013 EXT 204

Fax: 864-855-4639

OTHER OPTIONS :

30 SHEETS PER BIN
1 POSITION STAPLING

1) ASS2120 STAPLING (HANG ON SORTER, NO 3 HOLE PUNCH) \$1,653.⁰⁰ + TAX

2) AS-4020 NON STAPLING, ELECTRIC STAPLER MOUNTED ON TOP, NO PUNCH \$1,706.⁰⁰ + TAX
20 BINS X 50 SHEETS

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

DATE: 4/22/97 BID NO 96-58

The KEARNS CORPORATION
(Bidder) takes the following exceptions:

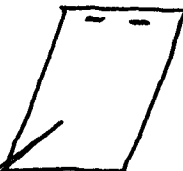
THE CORRECT NAME FOR THE DOCUMENT FEEDER ON MOST COPIERS IN THIS CLASS IS A REVERSING AUTOMATIC DOCUMENT FEED (RADF)
THE MITA 4090 HAS THIS ~~RA~~ TYPE (RADF) NOT RECIRCULATING WHICH MUST FEED THE DOCUMENT THROUGH ONCE FOR EVERY COPY MADE (RECIRCULATING) WHICH HAS THE DISADVANTAGE OF WEARING OUT DOCUMENTS WE FEEL THIS MAY HAVE BEEN A MISTAKEN TERM

OUR COPIER MEETS ALL OTHER SPECIFICATIONS INCLUDING STAPLING IN 3 POSITIONS:

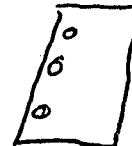
CORNER

BOOKLET

TOP



AND 3 HOLE PUNCH



SIGNATURE: *Les Buford*

BID NO. 96-58

(Use this number on envelopes and all related correspondence.)

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

The Southern Office Systems, Inc.

submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for a 40 copies per minute copier

Base price for 40 CPM Copier	\$ <u>6,750.70</u>
S. S. Sales Tax (5%)	\$ <u>337.54</u>
TOTAL	\$ <u>7,088.24</u>

OPTIONS:

3 Hole Punch	\$ <u>341.00</u>
Stapling Sorter in three positions	\$ <u>2,274.80</u>

Brand/ Model # Royal 2440 (made by Mita) (please include literature with bid)

Warranty 90 day warranty

Service Contract:

Yearly service contract, based on 70,000 copies per year	\$ <u>840.00</u>	(1 <u>st</u> year)	
2 <u>nd</u> year	\$ <u>865.20</u>	3 <u>rd</u> year	\$ <u>891.16</u>
4 <u>th</u> year	\$ <u>917.90</u>	5 <u>th</u> year	\$ <u>945.44</u>

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: Currently available

Bidding Organization: Southern Office Systems, Inc.

Mailing Address: P.O. Box 996 Simpsonville, SC 29681-0996

Signature of Bidders Representative: *Joe Taylor*

Title: Vice President Date: 4-16-97

Telephone: 1-800-242-3197 or (864) 877-0917

Fax: (864) 877-1016

BID NO. 96-58
(Use this number on envelopes and all related correspondence.)

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

The Ikon Office Solutions
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for a 40 copies per minute copier

Base price for 40 CPM Copier \$ 8290
S. S. Sales Tax (5%) \$ 414.50
TOTAL \$ 8704.50

OPTIONS:

3 Hole Punch \$ 1927
Stapling Sorter in three positions \$ (Incl)

Brand/ Model # Rich 7650 (please include literature with bid)

Warranty 90 DAYS

Service Contract:

Yearly service contract, based on 70,000 copies per year \$ 770.00 (1st year)
2nd year 770.00 3rd year 795.00
4th year 840.00 5th year 865.00

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: Within 48 hours of notification awarded

Bidding Organization: Ikon Office Solutions / Acme Business

Mailing Address: 25 Burlington Rd Greenville SC 29615

Signature of Bidders Representative: Tom Pickers

Title: J Mgr Date: 4/21/97

Telephone: 864-297-3560

Fax: 864-297-4134

BID NO. 96-58

(Use this number on envelopes and all related correspondence.)

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

The MOM/IKON OFFICE SOLUTIONS CO.
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for a 40 copies per minute copier

Base price for 40 CPM Copier \$ 7495.00

S. S. Sales Tax (5%) \$ 374.75

TOTAL \$ 7869.75

OPTIONS:

3 Hole Punch \$ N/A

Stapling Sorter in three positions \$ N/A

Brand/ Model # CANON NP4050 (please include literature with bid)

Warranty 90 DAY WARRANTY

Service Contract:

Yearly service contract, based on 70,000 copies per year \$ 890.00 (1 st year)

2 nd year \$890.00 3 rd year \$934.00

4 th year \$934.00 5 th year \$980.00

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: WITHIN 5 DAYS OF PURCHASE DECISION

Bidding Organization: MOM/IKON OFFICE SOLUTIONS

Mailing Address: 400 HAYWOOD RD. GREENVILLE, SC 29607

Signature of Bidders Representative: *Eiv Straus*

Title: GOVERNMENT ACCOUNT SPECIALIST Date: 4/22/97

Telephone: (864)281-5400

Fax: (864)281-5409

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

DATE: APRIL 17, 1997 BID NO 96-58

The MOM/IKON OFFICE SOLUTIONS CO. takes the following exceptions:
(Bidder)

- (1) SINGLE SHEET STACKING BY-PASS TRAY
- (2) NO 3 HOLE PUNCH
- (3) STAPLING SORTER IN ONE POSITION
- (4) COPIER IS SUPPORTED BY A CABINET

SIGNATURE: *Eric Stratto*

BID NO. 96-58
(Use this number on envelopes and all related correspondence.)

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

The Office of Plus Incorporated
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for a 40 copies per minute copier

Base price for 40 CPM Copier \$ 8,988.00
S. S. Sales Tax (5%) \$ 449.40
TOTAL \$ 9,437.40

OPTIONS:

3 Hole Punch \$ N/A
Stapling Sorter in three positions \$ N/A

Brand/ Model # Konica 4345 Copier (please include literature with bid)

Warranty 90 Days

Service Contract:

Yearly service contract, based on 70,000 copies per year \$ 840.00 (1 st year)
2 nd year 910.00 3 rd year 980.00
4 th year 1,050.00 5 th year 1,120.00

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: Within 30 Days of Award

Bidding Organization: Plus Incorporated

Mailing Address: P.O. Box 5643 Greenville, SC 29606

Signature of Bidders Representative: *Randy Smith*

Title: Sales Rep. Date: 4/22/97

Telephone: (864) 242-9090

Fax: (864) 242-2567



School District of Oconee County Administrative Offices

North College and East North Broad Streets, P.O. Box 649, Walhalla, SC 29691 • (864) 638-4000 • Fax (864) 638-4031

April 16, 1997

RECEIVED

APR 17 1997

OCONEE COUNTY
PURCHASING DEPT.

Ms. Marianne Dillard
Oconee County Purchasing
West Main Street
Walhalla, SC 29691

Dear Ms. Dillard:

The School District of Oconee County Board of Trustees approved donation of the dishwasher from the former Fair Play Elementary School to Oconee County on Tuesday, April 15, 1997.

Please call Mr. Carl Holmes at 638-4054 to make arrangements for removal.

Please call us anytime we can be of assistance.

Sincerely,

Buddy G. Herring
Superintendent of Education

BGH:iow

PC: Mr. Harrison Orr, Supervisor
Mr. Carl Holmes, S/D Food Service Director

BIDDER	Joyce Equipment Co., Inc. #2	Anderson Supply Co.	Ballentine Equipment Co., Inc.	Joyce Equipment Co., Inc. #1	International Food Equipment #2	International Food Equipment #1	Dietary Equipment Co.
Base Bid	5,749.00	4,989.54	5,779.00	5,997.00	6,133.00	6,184.00	6,647.00
Sales Tax	287.45	249.48	288.95	299.85	306.65	309.20	332.35
TOTAL	\$ 6,036.45	\$ 5,239.02	\$ 6,067.95	\$ 6,296.85	\$ 6,439.65	\$ 6,493.20	\$ 6,979.35
					plus installation	plus installation	
	less \$849 for heater						
	\$5145 total without heater						
Brand Name	Hobart	Chemical Methods	Champion	Hobart	Hobart	Hobart	Hobart
Warranty	1 year	4 year	1 year	1 year	1 year	1 year	1 year
Delivery	2 weeks	15 days	10 weeks	2 weeks	3 weeks	3 weeks	4 weeks
		*does not include heater					
Attended Bid Opening: Ann Albertson, Donna McAlister, Terry Wilson - Oconee County, Larry McWaters - Anderson Supply							

HAYNSWORTH, MARION, McKAY & GUÉRARD, L.L.P.
ATTORNEYS AT LAW

1201 Main Street
AT&T Building—Suite 2400
Post Office Drawer 7157
Columbia, South Carolina 29202
(803) 785-1818
Facsimile (803) 785-2389

75 Beattie Place
Two Insignia Financial Plaza — Eleventh Floor
Post Office Box 2048
Greenville, South Carolina 29602
(864) 240-3200
Facsimile (864) 240-3300

134 Meeting Street
Fourth Floor
Post Office Box 1119
Charleston, South Carolina 29402
(803) 722-7606
Facsimile (803) 724-8016

MEMORANDUM

TO : Timothy M. Cain

FROM : Kathleen C. McKinney
Reginald T. O'Shields

DATE : May 1, 1997

RE : COG Building

Enclosed are our comments on the COG ordinance and trust agreement. As a global matter, you may want to consider altering the present structure of the deal. The member counties may not want to own the building outright. Although this may give the counties more control over the building, it also may entail potential liabilities, such as environmental or tort liabilities which are not addressed in the documents we have received. Perhaps the lease addresses these points although the environmental issues would still pose problems. You might not want to proceed without the lease being negotiated.

The current structure also gives the COG wide discretion over the use of funds to construct the building. If the counties continue to want to be owners of the building, they may want to consider negotiating better controls over the use of funds by the COG. This would help avoid cost overruns for which the county (as owner) may be held liable.

Please do not hesitate to call us with any questions regarding this matter.

Enclosures

CLIENTS\90811\ORD-OCON.1

Member Counties (the "COG") to conform to definition used in Ordinance to be consistent.

Draft of 4/24

AN ORDINANCE TO PROVIDE FOR ASSISTANCE BY OCONEE COUNTY IN PROVIDING OFFICE SPACE FOR THE APPALACHIAN COUNCIL OF GOVERNMENTS THROUGH THE JOINT ACQUISITION WITH THE OTHER COUNTY MEMBERS OF THE COG OF AN UNDIVIDED INTEREST IN A BUILDING TO BE CONSTRUCTED ON CERTAIN REAL PROPERTY, THE LEASING OF THE BUILDING TO THE COG, THE ENTRY INTO CERTAIN AGREEMENTS WITH RESPECT TO THE SUCH ACTIVITIES TO INCLUDE THE LEASE, AN ADMINISTRATION AGREEMENT, A TRUST AGREEMENT AND ANY OTHER AGREEMENTS NECESSARY OR APPROPRIATE IN CONNECTION THEREWITH.

WHEREAS, Oconee County, South Carolina (the "County") together with Anderson, Cherokee, Greenville, Pickens and Spartanburg are the ~~county members~~ *Member Counties* (the "County Members") of the Appalachian Council of Governments (the "COG"); and

WHEREAS the County and each of the other ~~County Members~~ *Member Counties* is empowered (i) to acquire real property by purchase or gift, to acquire tangible personal property, and to lease, sell or otherwise dispose of real and personal property; (ii) to make and execute contracts; and (iii) to appropriate funds, loan, lease or sell facilities, equipment and supplies to the COG; and

WHEREAS Article VIII Section 13 of the South Carolina Constitution and Section 4-9-41 of the Code of Laws of South Carolina, 1976, as amended, the County is authorized to provide for the joint administration of any function and exercise of powers with other counties; and

WHEREAS, the COG has requested the assistance of the ~~County Members~~ *Member Counties* in the provision of suitable office space for the operations of the COG through a program involving the construction of a building on certain land heretofore acquired by the COG and the entry into a lease thereof to the COG; and

WHEREAS it appears to the County that such a program will be of benefit to the COG and the County through the long-term reduction of costs;

NOW THEREFORE be it ordained by the County Council of Oconee County as follows:

Section 1. Basic Authorization. The County is hereby authorized to join with the other Member Counties in the leasing from the COG of the land described on Exhibit A hereto (the "Site") and the construction of thereon of an approximately _____ square foot building (the "Building") for lease to the COG all as more fully set forth herein.

Section 2. County Share. The County shall pay a share (the "County Share") of the cost of the Building and be entitled to a like share of the rent therefrom and, in the event of a sale or other disposition of the Building, a like share of the proceeds of such disposition. The County Share shall be 1.06% and the amount to be contributed towards the cost of the Building is \$20,777.

Section 3. Joint Administration of Project; Trust Agreement. In order to facilitate the joint exercise of powers and the joint administration of the construction of the Building, the entry into the lease of the Building to the COG as provided in section 5 hereof and the administration of said Lease, the County is hereby authorized to enter into a trust agreement (the "Trust Agreement") among the County and the and

1.06%

The County shall be under no obligation to pay any amounts in excess of the County Share.

\$20,777

Section 201 of the Trust Agreement

Member Counties

the other ~~County members~~ and _____ as trustee (the "Trustee") specifying the terms pertaining to the deposit and use of the County Share, the construction of the Building and the terms of the Lease. The Trust Agreement shall be in substantially the form before the Council at the third reading of this ordinance, with such changes, amendments and alterations as are, in the opinion of the County Attorney, consistent herewith.

(which such Member Counties are legally obligated to pay)

including any estimated contingencies

Section 4. Design and Construction. The COG is hereby authorized to take such action as it deems appropriate to enter into a contract for the design of the Building, to enter into other contracts for services relating to design and engineering and to provide for the construction of the Building; provided, however, that the COG shall not obligate the County ~~beyond the County Share~~ and the COG shall enter into no contract unless the sum of the funds available to it from funds on hand, the contributions of all the Member Counties and the County and other funds legally available will be sufficient to complete the Building. No further action shall be required by the County Council to approve any action of the COG taken pursuant hereto.

Section 5. Lease. The Trustee is hereby authorized to execute and deliver a lease with the COG (the "Lease") providing for the occupancy of the Building by the COG and the payment of rent.

Section 6. General Authorization. The Chairman of the County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Trust Agreement and the performance of all obligations of the County under and pursuant thereto; and the Trustee is hereby authorized to receive and receipt for the proceeds of the County Share from the County and to hold, invest and disburse all funds held by it in accordance with the provisions of the Trust Agreement.

The COG shall

Section 7. Severability. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

solely liable under any contract entered into pursuant to this Section, including

Section 8. Effective Date. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this ordinance shall take effect and be in full force from and after its passage and approval.

any cost overruns,

DONE, RATIFIED AND ADOPTED this ____ day of _____, 1997.

or

OCONEE COUNTY COUNCIL

other

expenses

associated

with such

contracts.

(SEAL)

By: _____
Supervisor / Chairman of County Council

Attest: _____
Clerk to County Council

TABLE OF CONTENTS

(This Table of Contents is not a part of the Trust Agreement and is only for convenience of reference)

TRUST AGREEMENT

Each a "Member County" and collectively, the "Member Counties"

THIS TRUST AGREEMENT, made and entered into as of June 1, 1997, among Anderson County, Cherokee County, Greenville County, Oconee County, Pickens County and Spartanburg County, South Carolina, each a county and a body politic and corporate and a political subdivision of the State of South Carolina (hereinafter sometimes referred to as the "~~County Members~~"), as parties of the first part, and _____ as trustee (hereinafter sometimes referred to as the "Trustee"), as party of the second part;

WITNESSETH:

Member Counties

WHEREAS each of the ~~County Members~~ is empowered (i) to acquire real property by purchase or gift, to acquire tangible personal property, and to lease, sell or otherwise dispose of real and personal property; (ii) to make and execute contracts; and (iii) to appropriate funds, loan, lease or sell facilities, equipment and supplies to the Appalachian Council of Governments (the "COG"); and

WHEREAS Article VIII Section 13 of the South Carolina Constitution and Section 4-9-41 of the Code of Laws of South Carolina, 1976, as amended, each of the ~~County Members~~ is authorized to provide for the joint administration of any function and exercise of powers with other counties; and

WHEREAS, the COG has requested the assistance of the Member Counties in the provision of suitable office space for the operations of the COG through a program involving the construction of a building on certain land heretofore acquired by the COG and the entry into a lease thereof to the COG; and

see memo attached

WHEREAS, each of the ~~County Members~~ has determined that such a program will be of benefit to the COG and each such ~~County Member~~ through the long-term reduction of costs; and

Member County

WHEREAS, as a means of contracting for the construction of the building and the execution and delivery of the leases, the ~~County Members~~ have determined to enter into this Trust Agreement so that the Trustee may act, in accordance with the terms hereof, to accomplish those ends;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS TRUST AGREEMENT WITNESSETH:

That the ~~County Members~~, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged do hereby agree and covenant, with the Trustee as follows:

Member Counties

**ARTICLE I
DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION**

SECTION 101. Definitions. The following words and terms shall have the meanings set forth below. When used herein, such words and terms shall have the meanings given to them by the language employed in this Article I defining such words and terms, unless the context or use clearly indicates otherwise.

"Agreement" means this Trust Agreement dated as of June 1, 1997, as the same may be amended, modified or supplemented from time to time.

"Building" means the approximately _____ square foot building to be constructed on the Land.

"Building Fund" means the account so designated and created under Section 201 hereof.

"County Share" means the percentage interest of each of the Member Counties as set forth in Section _____ hereof and also means the amount of contribution to be made by each of the Member Counties as set forth therein.

"Ground Lease" means the lease between the COG and the Trustee of the Land.

"Land" means the land described on Exhibit A hereto.

"Member Counties" means Anderson County, Cherokee County, Greenville County, Oconee County, Pickens County and Spartanburg County.

"Project" means the Land and the Building.

"Project Lease" means the lease of the Project to the COG by the Trustee.

SECTION 102. Construction of Certain Terms. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(1) The use of the masculine, feminine, or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine, or neuter gender, as appropriate.

(2) "This Agreement" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof.

(3) All references in this instrument to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this instrument. The words "herein," "hereof," "hereto," "hereby," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, or other subdivision.

(4) The terms defined in this Article shall have the meanings assigned to them in this Article and include the plural as well as the singular.

Executive Director means the executive director of the COG.

201

(GAAP)

(5) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles promulgated by the American Institute of Certified Public Accountants, on and as of the date of this instrument.

SECTION 103. *Table of Contents; Titles and Headings.* The table of contents, the titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

ARTICLE II
DEPOSIT AND USE OF AND FUNDS

County Members

SECTION 201. *Payment and Receipt of County Shares.* Each of the Member Counties shall pay to the Trustee its County Share according the following:

County	Amount	Payment Method
Anderson	\$146,538	Equal installments of \$73,269 in FY 1996 and FY 1997
Cherokee	\$45,074	\$22,537 in FY 1996 and \$22,537 in equal monthly installments during FY 1997
Greenville	\$296,717	FY 1996
Oconee	\$54,650	FY 1996
Pickens	\$89,143	\$45,000 in FY 1996 and \$44,143 in FY 1997
Spartanburg	\$217,878	Equal installments of \$109,000 in FY 1996 and FY 1997

doesn't add up to \$217,878 add up to \$218,000

The Trustee shall deposit all the funds so paid into an account to be designated the "Appalachian Council of Governments Building Fund" to be applied in accordance with the provisions hereof.

SECTION 202. *Use of Moneys in the Building Fund.* Moneys in the Building Fund shall be used by the COG solely as a fund for the payment of the costs of constructing the Building. Such costs shall include the following:

- (i) all costs of preparing the plans and specifications and any preliminary plans and specifications or study of the Building;
- (ii) all costs of constructing the Building, and constructing and installing any necessary equipment therein, including architectural, engineering, and supervisory fees and services with respect thereto.

development and consulting fees and expenses, and interest heretofore accrued or paid in connection with the temporary financing of all or any part of the costs of any of the foregoing;

(iii) all fees and expenses incurred by the COG in enforcing any remedy against any contractor or subcontractor who or which has furnished goods, or has agreed to furnish, goods or services for the acquisition, construction, furnishing, or equipping of the Building;

(iv) the cost of all insurance maintained with respect to the Building during the construction period;

(v) all taxes, user fees, assessments, and payments in lieu of tax payments, as the case may be, with respect to the Building during the construction period;

(vi) all fees and expenses of the Trustee under this Agreement incurred during the construction period; and

(vii) reimbursement to the COG for any of the above enumerated items of cost or expense paid by it.

The Trustee shall disburse to the COG or at the direction of the COG to any other person the amount requested by the COG. The Trustee shall be under no duty to review such request or to verify that application of such amounts to the payment of the cost of the Building.

SECTION 203. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the Building Fund shall be held by the Trustee in trust.

SECTION 204. Investment of Funds. Any moneys held as part of the Building Fund shall be invested and reinvested by the Trustee, but only at the oral (confirmed in writing) or written request of and as specified by the Executive Director of the COG. Any such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the Building Fund and the interest accruing thereon and any profit realized from such investments shall be credited to such fund and any loss resulting from such investments shall be charged to such fund. The Trustee is directed to sell and reduce to cash funds a sufficient amount of such investments whenever necessary to meet the disbursement requests of the COG.

request by any Member County,

The Trustee shall provide any information regarding disbursements made pursuant to this Section

**ARTICLE III
CONCERNING THE PROJECT LEASE**

SECTION 301. The Project Lease. The Trustee shall execute the Project Lease in substantially the form attached hereto on behalf of and as representative for the Member Counties. The Trustee shall serve as landlord under the Project Lease and shall take all such action as is customary for a landlord. The Trustee need consult the Member Counties only in the event of any amendment to the Project Lease that affects the description of the Building or the description of the Land.

SECTION 302. Remedies Upon Default. If the COG shall default under the Project Lease, the Trustee shall have the right and option to exercise any or all of the following remedies, or any or all other remedies then provided by law or in equity:

may want to consider more specific authority & restrictions

to the Member Counties or to the Trustee

The Trustee shall have the power to proceed with any available right or remedy granted by the Lease or the laws of the State of South Carolina, as it may deem best.

SECTION 303. Rights of Member Counties to Require Trustee to Pursue Remedies. If the COG defaults under the Project Lease and if requested so to do by any two of the Member Counties, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred under the Lease and this Agreement as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Member Counties.

No delay or omission to exercise any right, power, or remedy accruing upon any default by the COG shall impair any such right, power, or remedy or shall be construed to be a waiver of any such default or an acquiescence therein, but every such right, power, or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default under the Project Lease, whether by the Trustee or by the Member Counties, shall extend to or shall affect any subsequent default or shall impair any rights or remedies consequent thereon.

SECTION 304. Rights of Member Counties to Direct Proceedings. Anything in this Agreement to the contrary notwithstanding, a majority of the Member Counties shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee to direct the time, method, and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Project Lease or in connection with any other proceedings thereunder or in respect of the Building.

SECTION 305. Waivers of Default. The Trustee may in its discretion waive any default under the Project Lease and rescind its consequences and shall waive any such default and its consequences upon the written request of a majority of the Member Counties.

**ARTICLE IV
THE TRUSTEE**

SECTION 401. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Agreement, represents and covenants that it is fully empowered under applicable laws and regulations to accept said trusts, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Agreement against the Trustee:

(a) The Trustee, prior to the occurrence of a default under the Project Lease and after the curing of all defaults which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Agreement and use the same degree of care and skill in the performance of its duties as a prudent man would exercise under the circumstances in the conduct of his own affairs. In case a default has occurred (which has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, accountants, agents, receivers, or employees, and shall not be responsible for the acts of any attorneys, accountants, agents, or receivers appointed by it in good faith and without negligence, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder and may in all cases pay such reasonable compensation to all such attorneys, accountants, agents, receivers, and employees as may be reasonably employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorneys (who may be the attorney or attorneys for the COG) approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action taken in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital other than its own contained herein, or for insuring the Building or for collecting any insurance moneys or for the validity of the execution by the Member Counties of this Agreement or any agreement supplemental hereto or instruments of further assurance or for the value or title of the Project; except that in the event the Trustee enters into possession of a part or all of the Project, it shall use the same degree of care and skill in the performance of its duties as a prudent man would exercise under the circumstances in the conduct of his own affairs in preserving such property. The Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions, or agreements on the part of the COG under the Project Lease except as herein expressly set forth, but the Trustee may require of the COG full information and advice thereabout and as to the condition of the Project. Except as otherwise provided in this Agreement, the Trustee shall perform all of the duties or obligations of the Member Counties under the Agreement (but only to the extent of the County Shares), but shall not be answerable for the performance of any such duty or obligation for other than its negligence or willful misconduct.

(d) The Trustee shall not be accountable for the use of the funds disbursed ^{by it} from the Building Fund in accordance with the provisions of this Agreement.

(e) The permissive right of the Trustee to do things enumerated in this Agreement shall not be construed as a duty, and the Trustee shall not be answerable with respect to any such permissive right for other than its negligence or willful misconduct.

(f) The Trustee shall not be required to take notice or be deemed to have notice of any default under the Project Lease except failure by the COG to make any payments required thereunder unless the Trustee shall be specifically notified in writing of such default by the a Member County.

(g) The Trustee shall not be liable for any debts contracted or for damages to persons or to personal property injured or damaged or for salaries or nonfulfillment of contracts during any period in which it may be in the possession of or managing the Project as in this Agreement provided, other than for its negligence or willful misconduct.

(h) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder or under the Project Lease or otherwise in respect of the premises hereof or to file any returns or reports to any court in the execution of its trusts.

(i) The Trustee may construe any provision hereof or of the Project Lease insofar as such may appear to it to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provision by the Trustee shall be binding upon the COG and the Member Counties.

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

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

William H. Ballenger (1922-1997)
Karen F. Ballenger

MEMORANDUM

DATE: May 6, 1997
TO: Mr. Harrison Orr, Supervisor
Mr. Alex James, PRT Director
FROM: Tim Cain
RE: Code Enforcement Ordinance

I faxed the proposed Ordinance which was prepared by Alex James to Howard Boyd and Ron Wray for review and comment.

Attached is a revised draft with the changes suggested by them.

One question which is of great concern is whether or not these officers will be allowed to carry firearms or other weapons. If they are allowed to carry weapons, they will need to attend appropriate training for such purposes. We do not recommend that these officers carry firearms.

The enabling statute does not indicate whether these code enforcement officers will have the authority of special state constables under Title 23 or Magistrate's constables under Title 22 of the code.

Additionally, while making park employees code enforcement officers may not violate the constitutional prohibition against dual office holding, if these employees also hold other positions such as reserve police officers, this may run afoul of the prohibition.

At the last Council meeting County Council members were provided with copies of that letter of Sheriff James Singleton dated November 21, 1995 addressed to Alex James as well as that letter of Henry Ray Wengrow of the SC Department of Public Safety and attached memo dated August 25, 1995 which was addressed to the Sheriff.

Actions of code enforcement officers may give rise to civil liability, to include claims filed under applicable State tort law as well as federal civil rights statutes. Therefore, if County Council proceeds to adopt the Ordinance in question, I cannot over-emphasize the importance of providing adequate ongoing training for such employees and maintaining proper documentation of same.

cc: Oconee County Council Members

OCONEE COUNTY ORDINANCE 97-6

Oconee County Council, in session duly assembled, hereby adopts the following ordinance as hereinafter set forth.

TITLE: "THIS ORDINANCE SHALL BE KNOWN AS AN ORDINANCE TO APPOINT AND COMMISSION COUNTY PARK RANGERS AS CODE ENFORCEMENT OFFICERS."

SECTION I

Legislative findings. The Oconee County Council, incident to the enactment of this section, finds that law enforcement powers should be conferred upon county park rangers (i.e. PRT Director, Park Superintendents, Park Rangers) in order to provide proper security, promote the general welfare, provide for public safety and serve the general convenience of the county. Council, as the governing body of Oconee County, is authorized to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare and convenience of the county pursuant to the provisions of Section 4-9-145, Code of Laws of South Carolina, 1976, as amended. Council finds that these code enforcement officers should be appointed and commissioned by the council for the proper security, general welfare and convenience of the county.

SECTION II

Appointment of county code enforcement officers authorized. The Oconee County Council, as the governing body of Oconee County, shall appoint and commission such code enforcement officers from time to time as may be necessary for the proper security, general welfare and convenience of the county, as provided by Section 4-9-145, Code of Laws of South Carolina, 1976 as amended.

SECTION III

Terms of office. Code enforcement officers commissioned by County Council pursuant to the provisions of this section shall hold such commission for the duration of their employment, unless the same be terminated earlier at the discretion of the County Council.

SECTION IV

Powers and authority of county code enforcement officers. County code enforcement officers appointed pursuant to the provisions of this section:

- (1) Shall have, do and exercise all the rights, duties and powers prescribed by law for constables ~~and such powers as are usually exercised by marshals and policemen of towns and cities,~~ excepting that these officers will not be conferred with custodial arrest powers;

OCONEE COUNTY ORDINANCE

- (2) ~~Shall act as a conservator of the peace;~~
- (3) Shall summon and require to appear before the nearest magistrate or other court of competent jurisdiction any person who may, in his view, engage in riotous conduct, violation of the peace, or other violations of law.
- (4) ~~Shall execute any and all criminal process from magistrates' courts concerning areas covered by this ordinance.~~

SECTION V

Training requirements. County code enforcement officers appointed pursuant to the provisions of this section shall, as a minimum, have attended and successfully completed one of the following:

- (1) Reserve police officer courses as offered through South Carolina technical colleges.
- (2) Special limited basic course as offered through the South Carolina Criminal Justice Academy.
- (3) Other certified law enforcement training courses as approved by County Council as well as such additional or updated training as required by County Council.

SECTION VI

Territorial jurisdiction. Such code enforcement officers, when appointed and commissioned, shall exercise ~~their powers the authority conferred by this Ordinance on all public property within the county to include~~ all property or areas governed by Ordinance 92-3, "Known as an Ordinance to define and regulate the use of all Oconee County public parks and recreation areas designated for the benefit of the citizens of Oconee County, South Carolina" as the same may from time to time be amended.

SECTION VII

If any provision, paragraph, word, section or article of this ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and articles shall not be affected and shall continue in full force and effect.

OCONEE COUNTY ORDINANCE

SECTION VIII

This ordinance shall be in full force and effect upon third and final reading.

Ratified and Adopted on first reading this _____ day of _____, 1997, by a vote of _____ yes, _____ no.

Opal O. Green, Council Clerk

Ratified and Adopted on second reading this _____ day of _____, 1997, by a vote of _____ yes, _____ no.

Opal O. Green, Council Clerk

Ratified and Adopted on third and final reading this _____ day of _____, 1997, by a vote of _____ yes, _____ no.

Attest:

Opal O. Green
Council Clerk

Harrison E. Orr
Supervisor/Chairman
Oconee County Council

WCFND147

STATE ACCIDENT FUND
P.O. BOX 102100
COLUMBIA, SC 29221-5000
(803) 737-8100

04/16/97
18:48:01

AUDIT ADJUSTMENT INVOICE

DATE: APRIL 16, 1997

C00641047

TO : OPAL GREEN
OCONEE COUNTY
208 BOOKER DRIVE
WALHALLA, SC 296910000

AUDIT ADJUSTMENT 01/01/96 TO 12/31/96..... 333,969.00
ESTIMATED PREMIUM 01/01/96 TO 12/31/96..... 328,785.00

AMOUNT YOU OWE TO STATE FUND..... 5,184.00

*** PAYMENT IS DUE UPON RECEIPT ***

REMIT BY CHECK OR MONEY ORDER.
ANY CREDITS MAY BE APPLIED TOWARDS YOUR NEXT PREMIUM.

*** PLEASE RETURN COPY WITH PAYMENTS ***

OCONEE COUNTY PERSONNEL OFFICE

PUBLIC SERVICE BUILDING, 208 BOOKER DRIVE

WALHALLA, S.C. 29691

Telephone (803) 638-4240

An Equal Opportunity/Affirmative Action Employer

TO: COUNCIL MEMBERS

FROM: KAY
PERSONNEL OFFICE

RE: EXTENSION REGARDING CONTINUATION OF PAYMENT OF
MEDICAL INSURANCE BY COUNTY

DATE: MAY 6, 1997

AS OF NOVEMBER 22, 1996, [REDACTED] OF THE [REDACTED] HAS
BEEN ON MEDICAL LEAVE WITHOUT PAY. AS PER COUNTY POLICY
WHEN AN EMPLOYEE REQUEST TO BE ON MEDICAL LEAVE THE COUNTY
PAYS FOR MEDICAL INSURANCE FOR (6) MONTHS. AFTER (6) MONTHS
HAS EXPIRED THE COUNCIL MUST DECIDE TO EXTEND THE PAYMENT OF
MEDICAL INSURANCE FOR (3) ADDITIONAL MONTHS. [REDACTED]

[REDACTED] (6) MONTHS WILL EXPIRE MAY 22, 1997.