

**A M E N D E D   A G E N D A**  
**OCONEE COUNTY COUNCIL MEETING**  
**TUESDAY, NOVEMBER 21, 2000**  
**3:00 PM**  
**OCONEE COUNTY ADMINISTRATIVE OFFICES**  
**415 SOUTH PINE STREET**  
**WALHALLA, SC**

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Public Hearing to Receive Written and/or Oral Comments Regarding Ordinance 2000-12, "OCONEE COUNTY SUPPLEMENTAL APPROPRIATIONS ORDINANCE"
5. Consideration of third and final reading of Ordinance 2000-12 (titled above)
6. Public Hearing to Receive Written and/or Oral Comments Regarding Ordinance 2000-15, "AN ORDINANCE TO PROVIDE FOR THE TRANSFER OF FUNDS NOT TO EXCEED \$1,000,000 FROM THE FUND BALANCE ACCOUNT OF OCONEE COUNTY, SOUTH CAROLINA FOR THE DESIGN OF THE COURTHOUSE, SITE PREPARATION & OTHER MATTERS RELATING THERETO:
7. Consideration of third and final reading of Ordinance 2000-15 (titled above)
8. Public Comment Session (Not to exceed thirty minutes)
9. Discussion Regarding Oconee Memorial Hospital Bylaws Physician Exclusion Policy – Mr. Marion McMillan
10. Consideration of the following Requests for the Sheriff's Department – Mr. Steve Pruitt, Chief Deputy:
  - (a) Purchase of Vehicle & Equipment from Victim/Witness Line Item
  - (b) Purchase of Three Vehicles not on State Contract
  - (c) Purchase of Vehicle from Vehicle Capital Expenditures Line Item
11. Consideration of Approval of PARD Grant for South Cove Park – Mr. Sean McGuffee, Park Superintendent & Mrs. Melissa Brown, Grants Coordinator

12. Approval of Resolution 2000-18, "A RESOLUTION CONSENTING TO THE RELEASE OF DUNLOP MAXFLI SPORTS CORPORATION OF ITS OBLIGATIONS PURSUANT TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND DUNLOP MAXFLI SPORTS CORPORATION DATED AS OF DECEMBER 1, 1999"
13. Second Reading of Ordinance 2000-20, "AN ORDINANCE TO AMEND SECTION 1-9 OF ORDINANCE 97-14, OCONEE COUNTY POLICIES & PROCEDURES TO INCLUDE A PROVISION FOR DISCIPLINARY ACTION FOR FAILURE TO COMPLY WITH THE OCONEE COUNTY EXPOSURE CONTROL PLAN"
14. Consideration of Bids for Library Consultant – Mrs. Martha Baily, Library Director, Mrs. Ann Albertson, Senior Buyer & Mr. Jon Caime, County Engineer
15. Consideration of Bids for Digital Orthophoto Imagery – Mr. Carl Hayden, IT Director, Mrs. Ann Albertson, Senior Buyer & Mr. Jon Caime County Engineer
16. Consideration of Bids for Paving & Striping at New Oconee County Hangars – Mrs. Ann Albertson, Senior Buyer & Mr. Jon Caime, County Engineer
17. Old Business
18. New Business
19. Adjourn

The Oconee County Council will have an administrative briefing thirty minutes prior to each regularly scheduled Council Meeting in the Office of the Council Clerk

The Oconee County Roads & Transportation Committee will meet Monday, November 20, 2000 at 2:00 PM in Council Chambers for the purpose of discussing several roadway issues.

The Oconee County Personnel & Intergovernmental Committee will meet Tuesday, November 21, 2000 at 1:00 PM in Council Chambers for the purpose of discussing the pre-paid legal plan for county employees.

The Oconee County Purchasing, Contracting, Real Estate, Building & Grounds Committee will meet Tuesday, November 21, 2000 at 1:30 PM in Council Chambers, 415 South Pine Street, Walhalla, SC for the purpose of discussing bids for a shovel for Rock Crusher and other issues.

The Oconee County Law Enforcement Committee will meet Tuesday, November 28, 2000 at 6:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC for the purpose of discussing the ISO study.

**MEMBERS, OCONEE COUNTY COUNCIL**

Mr. Tim O. Hall, III, 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

**MINUTES, OCONEE COUNTY COUNCIL MEETING**

The Oconee County Council met Tuesday, November 21, 2000 at 3:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC with all Council Members except Mr. Hamilton present. The County Attorney was also present.

**Press:**

Members of the press notified (by mail): Keowee Courier, Westminster News, Anderson Independent, WGOG Radio, & WPEK Radio, Journal/Tribune.

Members of the press present: Dick Mangrum – WGOG Radio & Catherine Hunter – Journal/Tribune.

**Call to Order:**

In the absence of Chairman Orr and Vice Chairman Hamilton, Mr. Thomas made a motion, seconded by Mrs. Hughes, approved unanimously that Mr. Timms serve as temporary Chairman.

The meeting was called to order by Acting Chairman Timms who welcomed all those present.

**Invocation:**

The invocation was given by Mr. Timms.

**Minutes:**

Mr. Thomas made a motion, seconded by Mr. Timms, approved 4 – 0 that the minutes of the November 14, 2000 meeting be adopted with the Council Clerk listening to the tape of that meeting to seek a clarification regarding the motion concerning the monument to Native Americans.

**Ordinance 2000-12:**

First on the agenda was a public hearing to receive written and/or oral comments regarding Ordinance 2000-12, "OCONEE COUNTY SUPPLEMENTAL APPROPRIATIONS ORDINANCE".

There was no one present with written and/or oral comments regarding this ordinance.

**Ordinance 2000-12 Continued:**

Mr. Hall made a motion, seconded by Mr. Thomas, approved 4 – 0 that Ordinance 2000-12 (titled above) be adopted on third and final reading.

**Ordinance 2000-15:**

Next on the agenda was a public hearing to receive written and/or oral comments regarding Ordinance 2000-15, "AN ORDINANCE TO PROVIDE FOR THE TRANSFER OF FUNDS NOT TO EXCEED \$1,000,000 FROM THE FUND BALANCE ACCOUNT OF OCONEE COUNTY, SOUTH CAROLINA FOR THE DESIGN OF THE COURTHOUSE, SITE PREPARATION & OTHER MATTERS RELATING THERETO".

There was no one present with written and/or oral comments regarding this ordinance.

Mr. Thomas made a motion, seconded by Mr. Hall, approved 4 – 0 that Ordinance 2000-15, (titled above) be adopted on third and final reading.

**Public Comment Session:**

Mr. B. J. Littleton expressed feelings that the Journal was more reliable before Catherine Hunter began working there, he also expressed concerns regarding the county awarding a bid for striping at the airport when the county owns a striping machine and he also suggested that Ordinance 2000-19 be tabled at this time.

**Discussion Regarding Hospital Bylaws:**

Dr. Marion McMillan addressed Council regarding Oconee Memorial Hospital Bylaws Physician Exclusion Policy.

Council Members J. Harold Thomas & Tim O. Hall, III excused themselves from this portion of the meeting as this matter is under litigation and they are both members of the Hospital Board.

Dr. McMillan informed Council that on October 27, 2000, at the request of his patients and colleagues he filed a formal complaint and a request for an investigation by Oconee County Council with regard to the recently enacted physician exclusion policy adopted by Oconee Memorial Hospital. Dr. McMillan stated this policy involved a change in the Hospital Bylaws by which the hospital gave itself the authority to enter into so called exclusive contracts for certain hospital services with a physician or group of physicians to the exclusion of other credentialed, licensed, practicing physicians with hospital privileges who had previously performed those services at the hospital.

Dr. McMillan further stated this policy and the bylaws change underwriting it are in direct violation of the lease agreement between Oconee County and Oconee Memorial Hospital.

Dr. McMillan also stated the Indenture of Lease entered into in 1994 between Oconee County and the Hospital require that all changes to the hospital bylaws require public review and approval of Council and the Legislative Delegation prior to implementation. However the hospital has used this policy twice in the past eighteen months to involuntarily exclude from practice two groups of physicians currently holding hospital privileges. Dr. McMillan informed Council this policy has been enacted even though there have been protests by the medical community and patients.

Dr. McMillan further stated there were four basic problems with the policy as it has been interpreted by the hospital:

- (1) The policy ignores the patient's right to choose their medical provider, not only are patients refused the choice of their individual providers but physicians are also precluded from those providers who are best suited in the professional opinion of their physician to provide those services.
- (2) This policy severely restricts access to medical care.
- (3) There are quality of care issues that have been raised by this bylaw change.
- (4) There is the issue of cost containment. (See attached information provided by Dr. McMillan)

Dr. McMillan requested that Council revoke the bylaws changes that led to the exclusion of physicians with hospital privileges from practicing at Oconee Memorial Hospital. Dr. McMillan further requested that Council immediately allow all physicians currently holding hospital privilege to practice without restriction or interference until Council can review these proposed bylaw changes and restore the faith and trust in medical decision making to the physicians, patients and families.

After a brief discussion, Mr. Timms made a motion, seconded by Mrs. Hughes, approved 2 – 0 that this matter be referred to the Personnel & Intergovernmental Committee.

Mr. Timms allowed the following persons to speak in support of Dr. McMillan. Some of their comments are as follows:

**Minutes, Oconee County Council Meeting**

**November 21, 2000**

Dr. Joseph James informed Council that in January 1999 the Surgical Department voted 12 – 7 to keep two-anesthesia department scheme as they had at that time.

Mr. Bill Rhinehart spoke on behalf of Dr. McMillan stating it seemed contrary to our interest to have a policy that excluded physicians from the hospital restricting our choices; it should not be done.

Mr. Ken Allen informed Council he was referred to the pain clinic at the hospital three months ago and nothing was being done for him, he became a patient of Dr. McMillan's approximately three weeks, Dr. McMillan had accomplished more in three weeks that had been accomplished for him in three months at the hospital.

Ms. Mildred Brooks informed Council she was taken to Oconee Memorial Hospital in February 1999, she has had six back surgeries, the first surgery was performed at Oconee, after that she had to go to another county. She further informed Council she could not raise her arms or walk last February and she has no problem getting Dr. McMillan when she needs him, she also expressed feelings that the people of the county need to know the doctor they go to cares about them.

Dr. Frank Rao informed Council that seven and one-half years ago he had to make a choice as to the anesthesiologist he used and he made the choice of Dr. McMillan based on his perception of his competency and service.

Dr. Stephen Hildebrand who is an OBGYN informed Council that Dr. McMillan cares about his patients, he also said he was not asked to choose one anesthesiologist over another so he alternated one group with the other, when it became apparent that one group wanted to be with the patients and one group did not he stopped using the alternating method. Dr. Hildebrand further requested that Council put an end to the monopoly.

Mrs. Debra Moody stated that Dr. McMillan loves his patients and it is frightening for her to think that our loss of choice of physicians in Oconee County is coming and appears to be coming fast. She further stated she felt it was a shame that someone with expertise in pain management can't use it to help people. She further informed Council that Dr. McMillan is a Christian serves the King of Kings and Lord of Lords.

Ms. Pam Langston stated she agreed with everything that has been said, she also stated she felt the public was unaware of what was going on and they should be aware and also she spoke as a patient who loves Dr. McMillan dearly.

Ms. Vicky Jewell, Associate Pastor, True Christian Fellowship, stated it was an issue of hope and quality of life.

**Hospital Bylaws Continued:**

Ms. Diane Smith stated she was representing her Mother who is a patient of Dr. McMillan, she stated her mother has chronic back pain and chronic pain has a family, face and is debilitating. Her question to Council is “what are people supposed to do if Dr. McMillan is not available?”

**Council took a short break at this time**

**Sheriff's Department:**

After a short break, upon the request of Mr. Steve Pruitt, Chief Deputy, Mr. Hall made a motion, seconded by Mr. Thomas, approved 4 – 0 that the Sheriff's Department be permitted to purchase a vehicle and equipment for the Victim's Advocate at a cost of \$28,720 from line item 013 004 00816 23000 and also the Sheriff's Department be permitted to purchase a canine vehicle and equipment from line item 010 004 00150 00870 and the drug forfeiture account at a cost of from \$29,000 to \$32,660.

The request to purchase three vehicles not on state contract was withdrawn at this time.

**PARD Grant – South Cove:**

Upon recommendation of Mr. Sean McGuffee, South Cove Park Superintendent & Mrs. Melissa Brown, Grants Coordinator Mr. Hall made a motion, seconded by Mrs. Hughes, approved 4 – 0 that the attached application for a South Carolina department of Parks, Recreation & Tourism Park & Recreation Development Fund Grant in the amount of \$15,080 with the local match of \$3,770 being taken from the South Cove maintenance building/grounds line item.

**Resolution 2000-18:**

Mr. Hall made a motion, seconded by Mr. Thomas, approved 4 – 0 that adoption of Resolution 2000-18, “A RESOLUTION CONSENTING TO THE RELEASE OF DUNLOP MAXFLI SPORTS CORPORATION OF ITS OBLIGATIONS PURSUANT TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND DUNLOP MAXFLI SPORTS CORPORATION DATED AS OF DECEMBER 1, 1999” be delayed until the December 5, 2000 Council Meeting.



**Ordinance 2000-20:**

Mr. Hall made a motion, seconded by Mrs. Hughes, approved 4 – 0 that Ordinance 2000-20, “AN ORDINANCE TO AMEND SECTION I-9 OF ORDINANCE 97-14, OCONEE COUNTY POLICIES & PROCEDURES TO INCLUDE A PROVISION FOR DISCIPLINARY ACTION FOR FAILURE TO COMPLY WITH THE OCONEE COUNTY EXPOSURE CONTROL PLAN” be adopted on second reading.

**Library Consultant:**

Upon recommendation of Mrs. Martha Baily, Library Director, Mrs. Ann Albertson, Senior Buyer & Mr. Jon Caime, County Engineer, Mr. Hall made a motion, seconded by Mr. Thomas, approved 4 – 0 that the bid for a Library Building Consultant be awarded to Providence Associates, Inc. with the stipulation that this study will be expanded to include the entire county’s library needs in terms of future growth and current needs and that \$10,000 be taken from contingency to go toward the costs of this project.

Upon recommendation of Mrs. Baily, Mrs. Hughes made a motion, seconded by Mr. Hall that a committee to work with the consultant be comprised of the following persons:

Mimi Hunt, Library Board Chair  
Ray Morrison, Library Board  
Renee Cain, Library Board Member  
Chair, Oconee County Purchasing, Contracting, Real Estate,  
Building & Grounds Committee  
Jon Caime, County Engineer  
Martha Baily, Library Director

**Digital Orthophoto Imagery:**

Mr. Hall made a motion, seconded by Mrs. Hughes, approved 4 – 0 that the County Grants Coordinator offer assistance to the municipalities in seeking grants to fund participation in the digital orthophoto imagery program.

Mrs. Hughes made a motion, seconded by Mr. Hall, approved 4 – 0 that Mr. Caime, County Engineer contact the City of Westminster by phone tomorrow (11/2/00) to determine if they are interested in participating in the digital orthophoto imagery program and if so, to what degree in order to determine how much funding to request in a grant.

**Digital Orthophoto Imagery Continued:**

Upon recommendation of Mr. Carl Hayden, IT Director, Mrs. Albertson & Mr. Caime, Mr. Hall made a motion, seconded by Mrs. Hughes, approved 4 – 0 that the base bid for the digital orthophoto imagery be awarded to Kucera International, Inc. at a cost of \$95,465 with \$35,000 of the cost coming from grant funds received from the City of Seneca and the bid for Alternate #1 be awarded to Kucera, International, Inc. at a cost of \$6,500 pending receiving funds (\$10,000) from the City of Walhalla and the bid for Alternate #2 be awarded to Kucera, International, Inc. at a cost of \$13,350 pending the receipt of funds from Talbert & Bright, Inc. and the amount of funds taken from the IT Budget for this program be reduced by \$3,500 which is the difference between what the City of Walhalla is giving the county toward the program and what the cost is for their maps. (See attached bid sheet)

**Paving & Striping at Airport:**

Mr. Thomas made a motion, seconded by Mr. Timms, approved 3 – 0 (Mrs. Hughes had to leave at this time) that the bid for paving and striping at the new Oconee County hangars be awarded to Thrift Development Corporation at an approximate cost of \$33,707.50. (See attached bid sheet)

**Bryant & Bottoms Roads:**

Mr. Hall requested the cost of widening Bryant & Bottoms Roads and the criteria for widening the roadways from the County engineer.

**Animal Shelter:**

To Mr. Hall's inquiry, the Council Clerk assured him she would contact the Public Buildings Director regarding the problems of the sewer system and heat at the Animal Shelter.

**Rock Crusher:**

Mr. Thomas made a motion, seconded by Mr. Hall, approved 3 – 0 that funds be approved from contingency for the Rock Crusher Director and one employee to go look at two shovels in an amount equal to the cost of the trip using county criteria for expenditure of the funds.

**Christmas Celebration:**

Council deemed it appropriate to have an abbreviated meeting December 19, 2000 and have a Christmas Celebration for the county employees immediately following the meeting.

**Personnel & Intergovernmental Meeting:**

Mr. Timms, Chair announced a Personnel & Intergovernmental Committee Meeting Tuesday, December 5, 2000 at 3:00 PM for the purpose of discussing the prepaid legal expenses plan, the hospital bylaws and other issues.

**Walhalla High School:**

Mr. Thomas made a motion, seconded by Mr. Hall, approved 3 – 0 that the attached request for gravel for Walhalla High School be adopted with the costs coming from contingency.

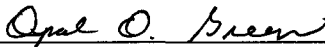
**Direct Deposit:**

Mr. Thomas requested that the Personnel & Intergovernmental Committee discuss direct deposit for county employees at the December 5, 2000 meeting.

**Adjourn:**

Adjourn: 5:50 PM

Respectfully Submitted,

  
\_\_\_\_\_  
Opal O. Green  
Council Clerk

# Blue Ridge Medical Specialties, P.A.

457-A Bypass 123, suite 2  
Seneca, SC 29678  
(864) 882-8890

**Anesthesiology, Internal Medicine, Critical Care Medicine**

**Marion R. McMillan, MD**

‡ Diplomate, American Boards of Internal Medicine and Anesthesiology

**Kakra Condua, MD**

Internal Medicine and Family Practice

16 November 2000

Harrison Orr  
County Supervisor  
Oconee County Council  
415 South Pine Street  
Walhalla, SC 29691

Re: Oconee Memorial Hospital bylaws, physician exclusivity policy

Dear Mr. Orr:

I am writing to ask that the request for investigation into the Oconee Memorial Hospital physician exclusivity policy referenced in my letter of 27 October 2000 be placed on the agenda for the upcoming meeting of Oconee County Council on Tuesday, 21 November 2000.

I would like to present this issue to Council and discuss in detail at the appropriate committee level. I would like to add the following points concerning this matter:

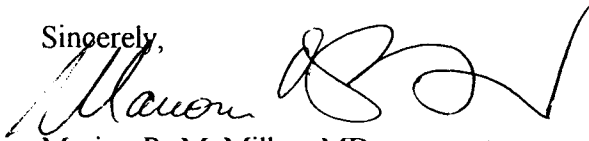
1. The Indenture of Lease between Oconee Memorial Hospital, Inc. and Oconee County prohibits any changes to the Hospital Bylaws without the prior written permission of the Oconee County Legislative Delegation and the Governing Body of Oconee County given in session, duly assembled.
2. Article XVII, section 3 of the Amended and Restated Bylaws of Oconee Memorial Hospital, Inc. establishes that "the Medical Staff Bylaws, Rules, and Regulations shall constitute a continuation of the Bylaws of the Corporation and when approved by the Board of Directors are considered a part thereof."
3. Article IV, section "B" of the Medical Staff Bylaws of Oconee Memorial Hospital, amended June 1999, establishes that the Credentialing Manual shall set forth the criteria and methods for granting clinical privileges at Oconee Memorial Hospital.
4. Article II of the Oconee Memorial Hospital Procedure Manual for Credentialing establishes that "This Manual is authorized by the Bylaws of the Medical Staff of Oconee Memorial Hospital and is to be considered as an Addendum to those

Bylaws.” Article VII of the Manual further describes Hospital relationships with contract practitioners and in section “A”, the “Exclusivity Policy” which is the subject of the present request for investigation.

5. Detailed review of the public records and minutes of Oconee County Council discloses no evidence of prior consideration or approval of these sweeping changes to the Hospital Bylaws as required by the Indenture of Lease, or their serious negative impact on the delivery of health care to residents of Oconee County.

The relevant portions of the Hospital Bylaws and related documents are included for Council review. I therefore respectfully request that in the public interest, Oconee County Council compel the hospital to cease and desist in its interference with the practice rights of any physician holding current hospital privileges, until the proposed Bylaws changes can be subjected to public debate and review.

Sincerely,

A handwritten signature in black ink, appearing to read "Marion R. McMillan". The signature is written in a cursive, flowing style with a large, stylized initial "M".

Marion R. McMillan, MD  
enclosure

1  **OMH Physician Exclusion Policy**

Bad for Medicine, Bad for Oconee County

2  **Introduction**

- On October 27<sup>th</sup>, 2000 a formal complaint was filed and an official investigation requested by Oconee County Council into the physician exclusion policy developed by Oconee Memorial Hospital (OMH).
- OMH changed its bylaws to allow exclusive contracts for certain physician services to be given to one or more physicians.

3  **Exclusive Contracts**

- These exclusive contracts exclude other physicians with hospital privileges from practicing in areas covered by the contracts.
- Direct violation of the 41 year-old lease between Oconee County (hospital owner), and OMH (leases the hospital to provide medical services for the community).

4  **Lease Violated**

- Lease requires that Oconee County Council approve all changes to hospital bylaws before being put into effect.
- Detailed review of public records indicates that Council was not appraised of these changes and approval was not obtained.

5  **Exclusion Policy Implemented Without Approval**

- Exclusion policy used twice in last 18 months to block the practice of radiology and anesthesiology by 2 groups of physicians holding current hospital privileges.
- Broad opposition on OMH Medical Staff, including Surgery and Ob-Gyn departments.
- Broad opposition in the community.

*Apr 94*  
*W. J. ...*  
*Blue Ridge*

6  **Negative Effects of Exclusion Policy**

- Limits patient choice.
- Reduces patient access to care and the number of available physicians in the community.
- Compromises quality of care.
- Raises the cost of care by decreasing competition.

7  **Loss of Patient Choice**

- Patients lose the services of familiar physicians whom they trust.
- Forced to use the "contract doctor"
- Potential liability for hospital and Oconee County.
- Antitrust issues.

8  **Reduced Access to Care**

- Fewer physicians available to community.
- Staffing shortages result in reduced services.
- Anesthesia department incompletely staffed until Summer 2001.
- Patients in the audience are waiting for procedures to be performed.

9  **Reduced Quality of Care**

- Loss of incentive to perform.

- "Contract doctor" may not be the best available. Physicians with superior credentials have been knowingly excluded from participation for political reasons.
- Limits growth of medical community for contracted services.

10  **Cost Containment**

- Anesthesia charges have risen 37% in the first month of contract operation.
- Creation of local monopoly for professional services.

11  **What This Means for the Community**

- Hospital leadership has violated the lease agreement with Oconee County.
- Ignored the right of public review and debate.
- Hurt the delivery of care in the community.
- Placed hospital assets at risk.

12  **Call for Council Action**

- Urge County Council to declare moratorium on the physician exclusion policy under the terms of the lease with Oconee County.
- Compel OMH to immediately allow all physicians holding active hospital privileges to practice without interference pending further review and public debate.

**Amended and Restated**  
**BYLAWS**  
**OF**  
**OCONEE MEMORIAL HOSPITAL**  
**INCORPORATED**

ARTICLE I

NAME

The name of this Corporation shall be the "Oconee Memorial Hospital, Incorporated."

ARTICLE II

OBJECT

The object of this Corporation shall be such as is expressed in the Charter of the Corporation.

ARTICLE III

SEAL

The official seal of the Corporation shall be the usual form of seals of corporations and shall contain the words "Oconee Memorial Hospital" in circular form with the word "Seal" across the center of the circle.

ARTICLE IV

FISCAL YEAR

The fiscal year of this Corporation shall be October through September of each year.



- (g) Establish such hospital administrative departments as are necessary, provide for departmental and interdepartmental meetings, and attend or be represented at such meetings.
- (h) Assist the Board in annually reviewing and updating a capital budget and preparing an operating budget showing the expected receipts and expenditures, and supervise the business affairs of the Corporation to assure that funds are expended to the best possible advantage.
- (i) Be responsible for the maintenance and insurance of all physical properties.
- (j) Perform any other duty within the express or implicit terms of his duties hereunder that may be necessary for the best interest of the Corporation.
- (k) Designate, in writing, other individuals by name or position who are, in order of succession, authorized to act for him during any period of his absence from the management of the Corporation.
- (l) Perform such other duties as the Board shall from time to time direct.

## ARTICLE XVII.

### MEDICAL STAFF

Section 1. The "Medical Staff of the Oconee Memorial Hospital" shall exist as an organized entity of the Corporation by authority of the Board of Directors. Staff privileges at Oconee Memorial Hospital will be construed to cover the acute hospital and any affiliate of the Corporation designated by the Board of Directors of the Corporation.

Section 2. The chief of staff will serve on an annual basis as medical director of the Corporation and its affiliates designated by the Board of Directors. The medical director will coordinate the activities of the medical staff with the Chief Executive Officer. The medical director will serve without pay.

Section 3. The Medical Staff Bylaws, Rules and Regulations shall constitute a continuation of the Bylaws of the Corporation and when approved by the Board of Directors are considered a part thereof.

Section 4. The medical staff is self-governing within the scope of authority granted it by the Board of Directors.

Section 5. The medical staff shall evaluate the professional competence of staff members and applicants for staff privileges. The medical staff shall be responsible for making recommendations to the Board of Directors concerning initial staff appointments, reappointments, and the assignment or curtailment of privileges. Staff appointments shall be for a period of two (2) years unless terminated for cause. Appointments to the medical staff are made only by the Board of Directors.

Section 6. The Board of Directors, on the recommendation of the medical staff, may remove any member of the medical staff, or deprive any practitioner of the right or the privilege of the hospital whenever, in their judgment, the good of the hospital or the patient therein may demand it. In the event of any restriction or curtailment of privileges, the practitioner involved shall have the right of the hearing and appellate review procedure contained in the medical staff Bylaws.

Section 7. The medical staff as required by the Board of Directors shall conduct specific review and evaluation activities to assess, preserve and improve the overall quality and efficiency of patient care in the hospital. Their activities shall include:

- (a) Review and evaluation of the quality of patient care through a valid and reliable patient care audit procedure.

**MEDICAL STAFF  
BYLAWS**

**OCONEE MEMORIAL HOSPITAL**

AMENDED JUNE, 1999

allowed to admit patients, attend patients in the Emergency Room, Radiology or other clinical departments, vote or hold office. It is not mandatory that they meet CME requirements. This category would be appropriate for those physicians who might desire to join the PHS, but who do not wish to exercise clinical privileges in the Hospital.

8. Physician in Training

Interns, residents or members of the staff will be granted temporary privileges in the area of their study, provided there is an active staff member(s) who is(are) willing to provide close and direct supervision of all activities for patient care. This preceptor will confirm in writing his willingness to assume responsibility for actions taken by the preceptee. This category excludes privileges to write patient orders. Orders written by members of this category will not be taken off until countersigned by a member of the active staff.

I. LIMITATION OF PREROGATIVES

The prerogatives set forth under each staff category shall be construed as general in nature, and may be subject to limitation by special conditions attached to such Staff membership by other sections of these Bylaws or related manuals, and by other Medical Staff or Hospital policies, or by the Governing Body.

J. AFFILIATED STAFF PRACTITIONERS

The qualifications, prerogatives, obligations and privileges of non-physician practitioners and physicians whose clinical privileges do not include admitting patients will be as provided in the Medical Staff Rules and Regulations and the Oconee Memorial Hospital Affiliated Staff Policy.

ARTICLE IV

DELINEATION OF CLINICAL PRIVILEGES

A. EXERCISE OF PRIVILEGES

Every practitioner exercising clinical privileges at the Hospital, by virtue of Medical Staff membership or otherwise, shall in connection with such practice and as otherwise provided in Article IV, Section C of these Bylaws, be entitled to exercise only those privileges specifically granted to him by the Governing Body. Regardless of the level of privileges granted, each practitioner must obtain consultation when necessary for the safety of his patient or when required by the Medical Staff Rules and Regulations or by Hospital policy.

B. BASIS FOR GRANTING CLINICAL PRIVILEGES

1. The criteria and methods for granting clinical privileges shall be set forth in the Credentialing Procedures Manual, the Rules and Regulations of the Departments and other policies of the Medical Staff and the Hospital. Each Department shall be responsible for setting forth the specific criteria for the granting of clinical privileges within the Department; conflicts relating to privileges encompassing more than one Department shall be resolved pursuant to the procedures set forth in the Credentialing Procedures Manual.

**OCONEE MEMORIAL HOSPITAL**

**PROCEDURE MANUAL FOR CREDENTIALING**

## **PREAMBLE**

The Governing Body of Oconee Memorial Hospital, for the welfare of the community has charged the Medical Staff with the duty and responsibility to assure that all patients treated in the hospital receive quality patient care.

The Medical Staff, therefore, does hereby establish policies and procedures for credentialing so that the granting of privileges will be only to applicants or medical staff appointees who provide services in areas of Hospital and patient need, and who possess and maintain current clinical competence, abide by professional ethics and work cooperatively within the Hospital and the community.

## **ARTICLE I**

### **PURPOSE**

The policies and procedures set forth in this Manual are to be used in the granting of Medical Staff appointment and the delineation of clinical privileges, and in the continuous monitoring of Medical Staff appointees, to the end that all patients receive the quality patient care. This is to be accomplished by:

- A. Defining qualifications for appointment to the Medical Staff.
- B. Establishing a method of determining what additional skills or expertise is needed on the Medical Staff to better meet the needs of patients and physicians in the community served.
- C. Establishing a method and criteria for delineating the granting of clinical privileges to qualified applicants.
- D. Establishing a method of recurring periodic evaluations to assure that all Medical Staff members meet the obligations of Staff membership and continue to be qualified to exercise those clinical privileges granted.

## **ARTICLE II**

### **GENERAL PROVISIONS**

1. This Manual is authorized by the Bylaws of the Medical Staff of Oconee Memorial Hospital and is to be considered as an Addendum to those Bylaws.
2. The primary authority to carry out the policies and procedures for appointment and reappointment is vested in the Medical Staff Credentials Committee.
3. All members of the Credentials Committee or any other Committee of the Medical Staff, Hospital or Governing Body, and any persons providing information to such individuals in the fulfillment of the tasks set forth herein shall be covered by the release of liability as set forth in Article X of the Medical Staff Bylaws.
4. Whenever reference is made in this Manual to an individual's right of appeal, this shall be his rights and privileges as set forth in the Fair Hearing Plan, which is also an Addendum to the Medical Staff Bylaws.

The Credentials Committee and/or the MEC may recommend attachment to any granting of privileges special requirements for consultation or other conditions (in addition to those specified in the Bylaws, Rules and Regulations, Staff or Hospital policies) to the exercise of particular clinical privileges in order to ensure quality of patient care rendered at the Hospital.

## **ARTICLE VI**

### **LEAVES OF ABSENCE**

#### **A. VOLUNTARY LEAVE**

Any Staff member may obtain a voluntary leave of absence by giving written notice to the Chief of Staff for transmittal to the appropriate Department Chairmen, to the Credentials Committee, and to the CEO.

Such notice shall state the approximate period of time for the leave. Except as provided in this Article VI, a leave may not exceed twelve (12) months, and any member who exceeds this limit shall be deemed to have voluntarily surrendered his membership and privileges.

#### **B. EDUCATIONAL OR MILITARY LEAVE**

Any Staff member may obtain a leave of absence for educational purposes or military service by giving written notice to the Chief of Staff for transmittal to the appropriate Department Chairmen, to the Credentials Committee, and to the CEO. If educational leave is taken, the member's request for reinstatement must include a report from the member's educational preceptor detailing the member's activities during the leave. Educational leaves are limited in duration to two (2) years. Military leaves shall be handled in accordance with existing State and Federal laws.

#### **C. REQUEST FOR REINSTATEMENT**

Any Staff member returning from a leave of absence must, at least thirty (30) days prior to the termination of such leave, request reinstatement to the Medical Staff upon such form as designated by the Credentials Committee. Failure to make a timely request for reinstatement shall be deemed a voluntary surrender by the member of his Medical Staff membership and privileges. The request must include a written summary of relevant activities during the leave. If the member's leave is related to illness, the request shall also include a recommendation by the member's Department Chairman and a certification by the member's attending physician that he is physically and/or mentally capable of resuming his prior practice. The request for reinstatement shall be processed in the same manner as a request for reappointment to the Medical Staff.

## **ARTICLE VII**

### **PRACTITIONERS CONTRACTING WITH HOSPITAL**

#### **A. EXCLUSIVITY POLICY**

In recognition of the Hospital's policy that, upon approval of the Governing Body, certain Hospital facilities or services may be staffed under an exclusive contractual arrangement with qualified practitioners, applications for initial appointment or clinical privileges related to such facilities or services will not be accepted for processing unless submitted in accordance with an existing or proposed contract with the Hospital.

B. QUALIFICATIONS OF CONTRACTING PRACTITIONERS

A practitioner who is or will be providing professional services under an exclusive contractual arrangement with the Hospital must meet the same qualifications and obligations, and shall be processed for appointment, reappointment and clinical privileges in the same manner as any other applicant or Medical Staff member.

C. EFFECT OF STAFF MEMBERSHIP TERMINATION

Regardless of the contractual arrangement between the practitioner and the Hospital, practice within the Hospital is contingent upon continued Staff membership and clinical privileges.

D. EFFECT OF CONTRACT EXPIRATION OR TERMINATION

The effect of expiration or other termination of an exclusive contract upon a practitioner's Staff membership and clinical privileges shall be governed solely by the terms of the contract between the Hospital and the practitioner.

If the contract is silent, or if there is no written contract, then contract expiration or termination shall not alone affect the practitioner's Staff membership or clinical privileges, except that the practitioner may not thereafter exercise any clinical privileges in facilities or services for which the Hospital has entered into another exclusive contractual arrangement.

F:\DEPTS\OMH\BYLAWS\CREDMAN.DOC





# OCONEE COUNTY SHERIFF'S OFFICE

415 SOUTH PINE STREET  
WALHALLA, SOUTH CAROLINA 29691-2145  
(864) 638-4117

*James E. Singleton, Sheriff*

**TO:** Supervisor and County Council

**FROM:** Sheriff James Singleton

**DATE:** November 21, 2000

**RE:** Funds for Victim's Advocate program and request for Chevrolet Tahoe for canine unit.

**VICTIM SERVICES:** The Sheriff's Department is requesting funds for equipment for our Victim's Advocate to be taken from the county victim fund. These funds will be used for equipment directly related to providing victim services. South Carolina Code of Laws sections 14-1-206 and 14-1-207 require that assessments on criminal fines be used for the exclusive purpose of providing victim services set forth in code sections 16-3-1505 through 16-3-1565.

The equipment for our Victim's Advocate meets these criteria. She needs a new vehicle and related equipment to replace the current one which has over 175,000 odometer miles. Our advocate, who is a certified officer, is expected to respond day or night to aid victims of violent crime and their families. She also needs a camera to document assaults and other evidence when an officer is not available. A computer, printer and accessories are needed to track victim contacts, write correspondence, and get information on victim programs through the Internet. Also needed are funds for brochures and information packets to inform victims of services available to them. The victim's advocate needs a portable radio (walkie-talkie) for emergencies when away from the vehicle. She also needs BellSouth voice mail service to take telephone messages from victims when out of the office or on the phone.

**CANINE VEHICLE:** We currently use a standard police sedan, which has almost 190,000 odometer miles, for our canine unit. We need a larger utility type vehicle for this purpose. The Chevrolet Tahoe is the right size and has the combination of features required for a canine unit. We budgeted \$22,995 per vehicle in our Capital Expenditures - Vehicle Equipment line item. An estimated cost for the Tahoe with necessary options is \$29,000 - \$32,660. Since the canine is used primarily for drug enforcement, we will use \$6,000 from our drug forfeiture fund to help make up the difference. Because of lower than expected costs for police sedans, any remainder will come from the Capital Expenditures - Vehicle Equipment line item. Since the state contract doesn't offer this package, we can put this vehicle out for bid to local dealers.

**SHERIFF'S DEPARTMENT  
PROCUREMENT REQUESTS  
NOVEMBER 21, 2000**

**VICTIM FUND (13-004-00816-23000) FOR VICTIM'S ADVOCATE**

*Special  
Purchase*

Vehicle, radio, emergency warning equipment, installation, child seat -----	\$ 23,986
Computer, printer, uninterruptible power supply -----	2,730
Camera and accessories -----	659
Portable radio (walkie-talkie) -----	845
Brochures and material for victim information packets -----	500
<b>TOTAL EQUIPMENT / MATERIAL -----</b>	<b>\$ 28,720</b>

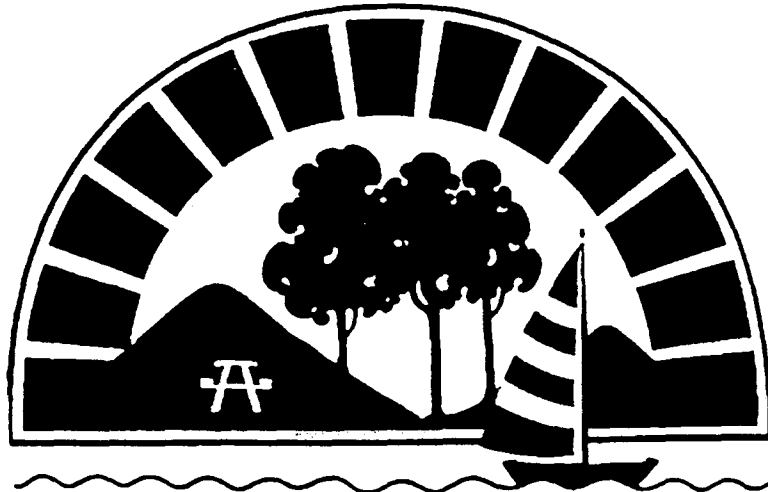
**VOICE MAIL SERVICE** (recurring charge approx. \$16 per month)

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**CANINE UNIT – 2001 CHEVROLET TAHOE**

Amount from drug forfeiture account -----	\$ 6,000
Amount from CAP. EXPEND. – VEHICLES EQUIP. ----- (010-004-00150-00870)	\$ 23,000 – 26,660
<b>TOTAL PROJECTED COST -----</b>	<b>\$ 29,000 - 32,660</b>

**SOUTH CAROLINA** **COPY**  
**DEPARTMENT OF**  
**PARKS, RECREATION AND TOURISM**



**PARD**

**Parks And Recreation Development Fund**

*THIS PROJECT ASSISTED BY THE STATE OF SOUTH CAROLINA  
THROUGH YOUR COUNTY LEGISLATIVE DELEGATION.*

---

**APPLICATION PACKET**

Recreation, Planning and Engineering Office  
South Carolina Department of Parks, Recreation and Tourism  
Edgar A. Brown Building  
1205 Pendleton Street  
Columbia, South Carolina 29201  
(803) 734-0173

Revised July, 2000

SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION AND TOURISM  
PARK AND RECREATION DEVELOPMENT FUND

ELIGIBILITY APPLICATION

I. General Information

Agency Name Oconee County PRT - South Cove County Park

Mailing Address South Cove County Park

1099 South Cove Rd

Seneca Zip 29672

Contact Person Sean McGuffee

Phone Number 864-882-5250

Fax Number 864-638-4241

County(s) Oconee

Federal Identification Number 576000391

II. PARD Classification (check one):

Class "A"  \_\_\_\_\_

(a local unit of government which has as one of its primary responsibilities the provision of, full-time park and recreation facilities and services open to the general public, and has provided such for the previous twelve-month period. These entities have real property under its direct control which it uses for public recreation purposes, or schedules on-going recreation activities of a comprehensive nature).

Class "B" \_\_\_\_\_

(a local unit of government which has as one of its responsibilities the provision of, park and recreation facilities and services open to the general public, and has provided such for the previous twelve-month period).

Class "C" \_\_\_\_\_

(a local unit of government which provides park and recreation facilities or services open to the general public as a secondary function, and has provided such for the previous twelve-month period).

Class "D" \_\_\_\_\_

(None of the above).

III. Documentation.

Please provide materials, documentation, photos or the like (non-returnable) to support your claim as to your above noted classification. The burden of proof is on the applicant.

SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION AND TOURISM  
PARK AND RECREATION DEVELOPMENT FUND

PROJECT APPLICATION

I. General Information

Project Sponsor Oconee County PRT - South Cove County Park

Mailing Address South Cove County Park

1099 South Cove County Park

Seneca Zip 29672

Contact Person Sean McGuffee

Phone Number 864-882-5250 Fax 864-638-4241

Project Name Restroom Renovation

County Oconee

Federal Identification Number 576000391

Congressional District # 3

Amount of Funds Requested \$ 15,080.00

II. Project Description

This project will include the following work categories (Check the appropriate categories):

Development of New Facilities  Renovation of Existing Facilities

Planning

This project will include the following specific work elements (Check the appropriate elements):

Athletic Fields  Athletic Courts  Multi-Purpose Courts

Picnic Facilities  Swimming Facilities  Trails

Boating/Fishing Facilities  Indoor Facilities

Support Facilities  Consultant Services

Other (describe) Public Restrooms

III. Narrative Description

Describe in sufficient detail the work to be accomplished under this project and how the work will be accomplished.

Complete renovation of 3 existing restrooms to include interior and exterior painting, replacement of toilets, replacement of stall partitions, replacement of sinks and counter tops and installation of new tile in showers.

IV. Site Locations

Identify the name and address of the park(s) where work will be accomplished under this project (required):

South Cove County Park  
1099 south Cove Rd  
Seneca, SC 29672

V. Time Table

Give a proposed time table for the accomplishment of this proposed work:

January 2, 2001 - April 30, 2001

IV. Proposed Budget Breakdown for the Project:

\* SEE ATTACHED \*

*Attachments (Items 1, 2 and 3 are needed with ALL applications, even if we have them on file with another project. Applications without all of the required information will be returned to the project sponsor and a completed package requested.)*

1. Project Location Map - Provide a map showing the location of each project site. The map(s) is to be in sufficient detail (or written directions) so that the site(s) can be found without additional assistance. *(Please remember we are not from your area).*
2. Copy of the appropriate deed or lease agreement for each proposed site.
3. Provide an original document showing the endorsements of a majority of the County's Legislative Delegation showing support for this project.

**RESTROOM RENOVATION PROJECT  
PROPOSED BUDGET**

DESCRIPTION	AMOUNT
Tile, Mortar, Grout	\$ 1,800.00
Stall Partitions	\$ 11,000.00
Countertops	\$ 2,500.00
Faucets	\$ 450.00
Toilets, Urinals	\$ 1,800.00
Paint	\$ 500.00
Misc. Lumber, Plumbing, Construction Supplies	\$ 800.00
<b>TOTAL PROJECT COST</b>	<b>\$ 19,850.00</b>
<b>20% MARGIN</b>	<b>\$ 3,770.00</b>
<b>TOTAL PROVIDED BY BARE GRANT</b>	<b>\$ 15,080.00</b>

SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION AND TOURISM  
PARK AND RECREATION DEVELOPMENT FUND

HISTORICAL SIGNIFICANCE CERTIFICATION FORM

AGENCY NAME: Oconee County PRT - South Cove County Park

PROJECT NAME: Restroom renovation

I hereby certify that the above named project:

(Select One)

Will Not Have an impact on existing or potentially eligible National Register site(s).

Will Have an impact on existing or potentially eligible National Register site(s).

Please explain:

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Sean McGuffee

PRINTED NAME

Park Superintendent

TITLE

  
SIGNATURE

November 15, 2000

DATE

(Form must be completed, signed and returned to us WITH the application. Applications cannot be processed without this signed and dated form.)





# SOUTH COVE COUNTY PARK

1099 SOUTH COVE RD SENECA, SC 29672

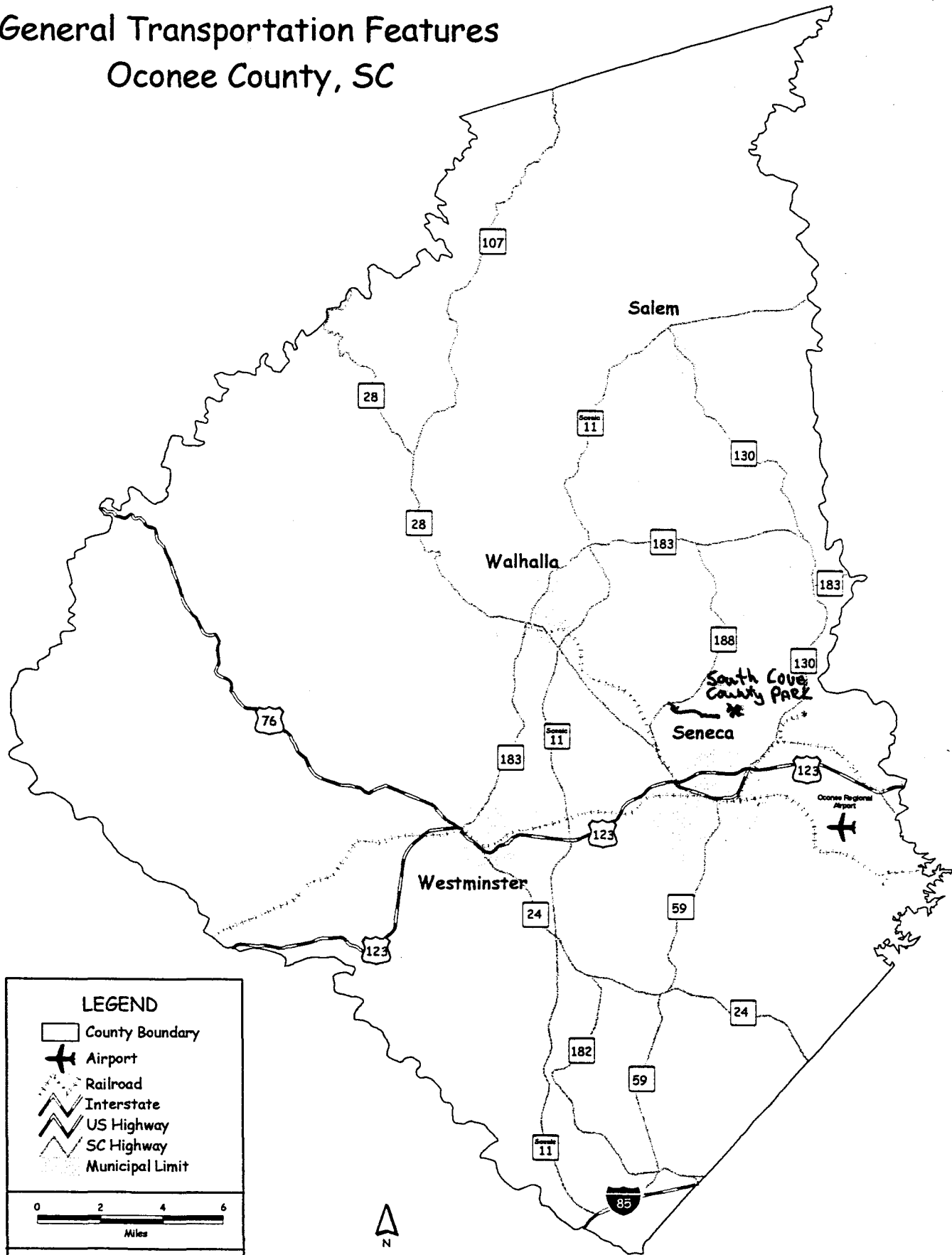
(864) 882-5250

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## Directions to Project Site

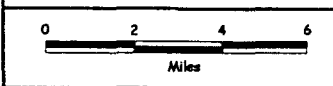
- From **I-85**, take exit **19B** to **US 76** and Clemson.
  - At Clemson, left on **US 123** to Seneca.
  - At Seneca, right on **SC 28** north toward Walhalla.
  - At 2<sup>nd</sup> traffic light (approximately 1.5 – 2 miles), right on **SC 188**.
  - Cross railroad tracks and make first right onto **South Cove Road**.
  - Road dead ends into Park.
- Project sites are the two (2) restrooms in the campground and the restroom at the office facility.

# General Transportation Features Oconee County, SC



**LEGEND**

- County Boundary
- Airport
- Railroad
- Interstate
- US Highway
- SC Highway
- Municipal Limit



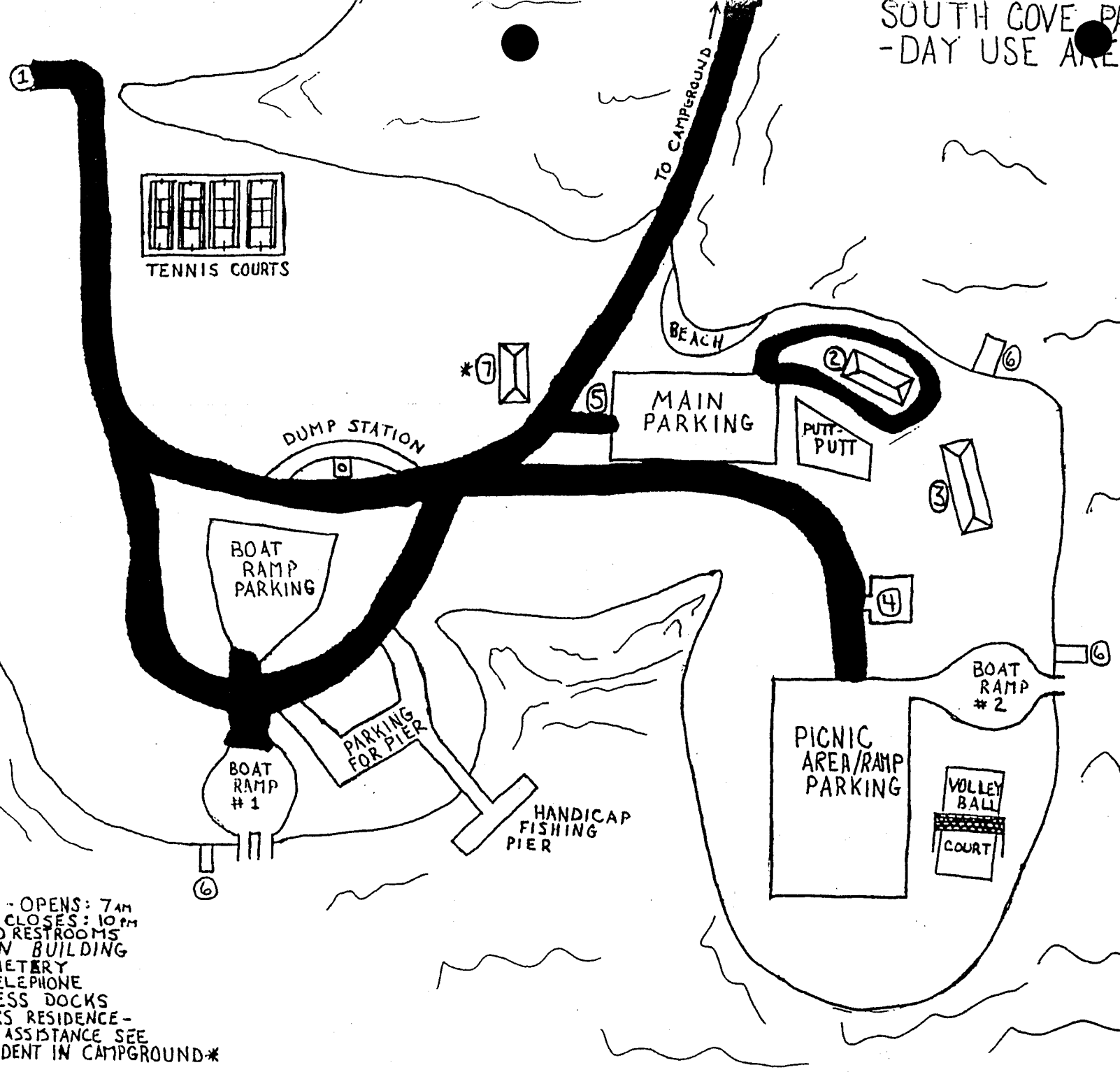
30 Century Circle, PO Drawer 6668  
Greenville, SC 29606 (864) 242-9733

The MAP is product of the SC Appalachian Council of Governments. Reasonable efforts have been made to ensure the accuracy of the MAP. The SC Appalachian Council of Governments expressly disclaims any responsibility or liability with regard to the use of the MAP.

Data Source: 1994 Census TIGER  
Project: oconee.gor by SHJ  
Date Created: 9/30/98



SOUTH COVE PARK  
- DAY USE AREA -

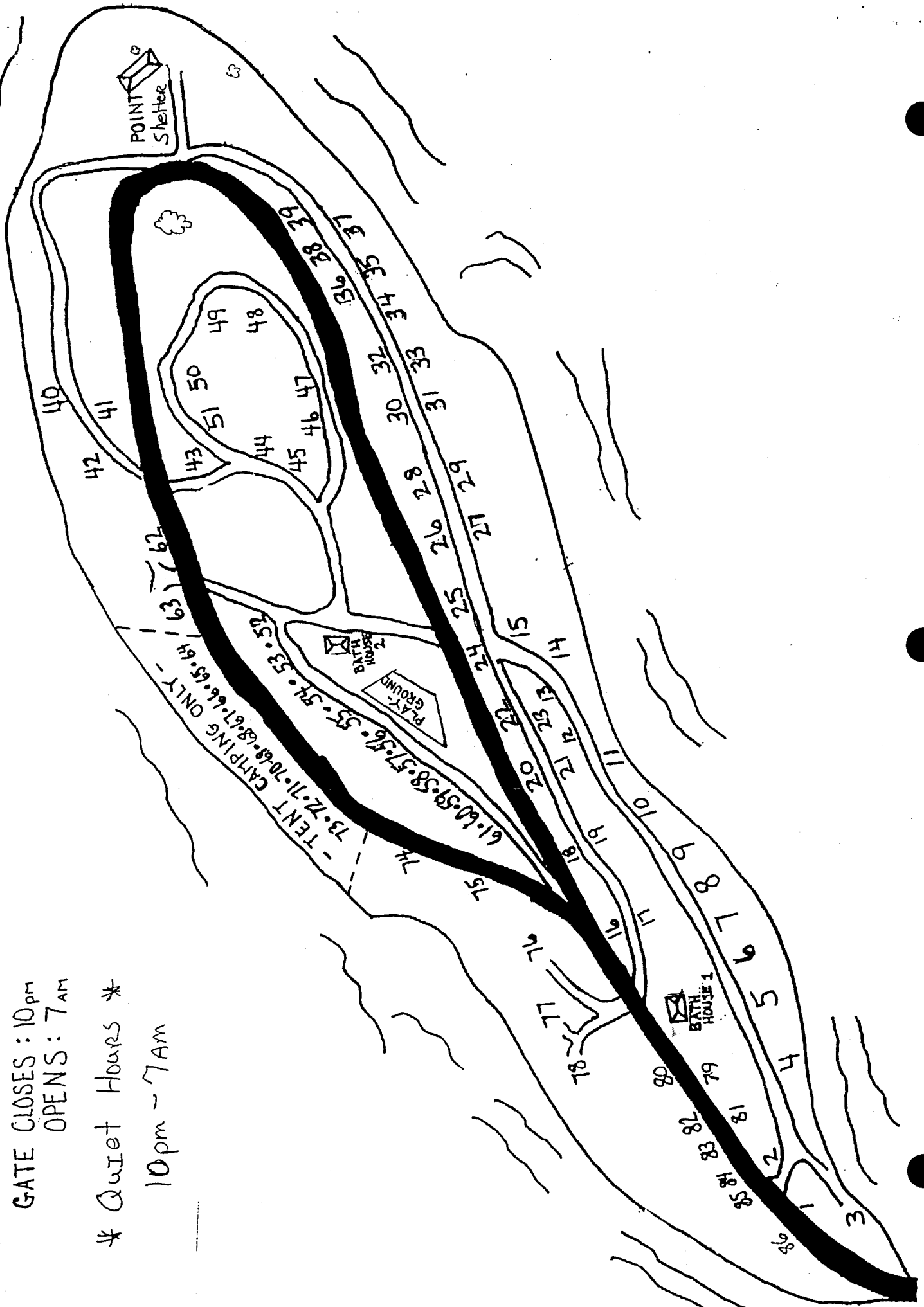


① MAIN GATE - OPENS: 7 AM  
 CLOSES: 10 PM  
 ② OFFICE AND RESTROOMS  
 ③ RECREATION BUILDING  
 ④ HALL CEMETERY  
 ⑤ PUBLIC TELEPHONE  
 ⑥ BOAT ACCESS DOCKS  
 \* ⑦ PRT DIRECTORS RESIDENCE -  
 \* FOR PARK ASSISTANCE SEE  
 SUPERINTENDENT IN CAMPGROUND\*

SOUTH COVE PARK  
- CAMPGROUND -

GATE CLOSES : 10pm  
OPENS : 7 AM

\* Quiet Hours \*  
10pm - 7AM



10/11/94

STATE OF SOUTH CAROLINA )  
                                  :  
COUNTY OF OCONEE          )

LEASE AGREEMENT

THIS LEASE, made and entered into as of the 28<sup>th</sup> day of October, 1994, by and between DUKE POWER COMPANY, a corporation organized under the laws of the State of North Carolina, Lessor, and OCONEE COUNTY, SOUTH CAROLINA, Lessee;

W I T N E S S E T H :

That Lessor, for and in consideration of the rents to be paid and the covenants and agreements hereinafter expressed, to be kept and performed by Lessee, hereby leases to Lessee and Lessee hereby leases from Lessor, subject to the exceptions and reservations and upon the terms and conditions and for the purposes in this instrument set out, the following property located in Oconee County, South Carolina, hereinafter sometimes referred to as "the Leased Premises," to wit:

All that certain tract of land containing 29.24 acres, bound on the north, east, and south by Duke Power Company's Lake Keowee Hydroelectric Project, and on the west by lands now or formerly of Crescent Land & Timber Corp., as shown on plat of survey dated December 18, 1980, marked File No. K-219-R2-B, a copy of which designated "Exhibit A" is attached hereto and made a part hereof;

1. Term: This lease shall begin on the 28<sup>th</sup> day of October, 1994, and shall terminate on the 1st day of September, 2016.

2. Renewal: Lessor shall have no obligation to renew this Lease and has made no representation that it will renew this Lease.

3. Warranties:

(a) Authority: In order to induce Lessor to enter into this Lease, Lessee warrants and represents that it has authority to enter into this Lease.

(b) Warranties of Title: Lessor represents to Lessee that it has good and marketable title to the Leased Premises, subject to all valid easements and restrictions of record, and that it has full and lawful authority to enter into this Lease; except that the Leased Premises is dedicated to public use by terms of Lessor's license for its Keowee-Toxaway Hydroelectric Project issued by the Federal Energy Regulatory Commission pursuant to the Federal Power Act, and Lessee's use of said Leased Premises shall be subject to regulatory control by said Commission.

(c) Disclaimer of Warranties of Condition: Lessee accepts the Leased Premises "as is". Lessor makes no warranties or representations as to the condition of the Leased Premises or any improvements thereon, whether open and obvious or concealed.

(d) Warranty of Quiet Enjoyment: Lessor warrants to Lessee the quiet enjoyment of the Leased Premises, safe from the lawful claim or disturbances of any person claiming by, through or under Lessor for the full term of this Lease, so long as Lessee is not in default of its performance of any covenant contained herein, except, however, Duke may cancel this Lease on thirty (30) days prior written notice if directed to do so by The Federal Energy Regulatory Commission.

4. Rent: The consideration flowing to Lessor for this Lease is the Lessee's assuming responsibility for maintenance and operation of the recreational facilities required of Lessor under the terms of Lessor's license issued to it by The Federal Energy Regulatory Commission (FERC) pursuant to the Federal Power Act. Failure by Lessee to maintain and operate the FERC required facilities and the areas of the Leased Premises subject to FERC regulatory oversight to the standards reasonably required by the FERC, shall constitute a default under the terms of this Lease.

5. Permitted Uses: The Lease Premises may be used by Lessee for development, maintenance and operation as a public park and/or recreational area and for no other purposes. Other uses may be permitted only by written authority of Lessor. Lessee shall allow free public boat launching at the existing boat ramp designated on Exhibit A.

6. User Fees: A schedule of user fees is attached hereto as Exhibit B. Such fees shall not be increased in greater proportion than the increase from the time of the commencement of this Lease in the Consumer Price Index, All Urban Consumers, All Items, published by The Bureau of Labor Statistics. Any increase in excess thereof must be submitted to and approved by Lessor in writing prior to being placed in effect or increased. Contracts or agreements with third parties regarding the sale of goods or services must be submitted to and approved by Lessor prior to execution thereof by Lessee. Lessee and its contractors selling goods and services may establish pricing free of Lessor's control.

7. Improvements:

(a) Improvements by Lessee: Subject to written approval of Lessor, which approval shall not be unreasonably withheld, and, when required, the prior approval of FERC, Lessee shall have the right at its expense to make additions or modifications to those facilities and improvements existing upon the Leased Premises at the commencement of the lease term and to develop additional park facilities and improvements in the future not inconsistent with the

permitted uses stated herein. Lessee shall submit to Lessor for Lessor's review detailed construction plans and elevation drawings for all proposed alterations or improvements.

(b) End of Lease: Upon the termination or expiration of the Lease, all buildings, improvements, fixtures and other items of real property shall become the property of the Lessor, except however if Lessee shall make any capital improvement during the final ten years of this Lease which shall cost in excess of ten thousand dollars (\$10,000.00), then at the expiration of this Lease, Lessor shall reimburse Lessee for the cost thereof reduced by 3 1/3% for each year or portion thereof from the date of completion of such improvement to the date of expiration of this Lease. For example, if Lessee shall construct a cost of fifty thousand dollars (\$50,000.00) an improvement at a time that is eight years prior to the expiration of this Lease, then at the expiration of this Lease, Lessor shall pay the Lessee the sum of thirty six thousand six hundred sixty-six dollars and 67/100 cents (\$36,666.67). Lessee shall remove all personal property of Lessee located upon the Leased Premises to include all piers and boat slips provided by Lessee. If Lessee shall not have removed its personal property within 30 days of the termination or expiration of the Lease, Lessor may at its option retain and use any portion of same or remove and dispose of any portion of same without liability to Lessee and shall be reimbursed by Lessee for its cost thereof.

(c) Waiver: Lessee hereby waives all claims against Lessor for damages to the buildings and improvements that are now or hereafter placed or built on the Leased Premises and to the property of Lessee in, on or about the Leased Premises, resulting from fluctuation in the water level of Lake Keowee.

(d) Hazard Insurance: Lessee shall also, at all times during the term of this Lease, keep all improvements which are now or hereafter a part of the Leased Premises insured against loss or damage by fire and the extended coverage hazards for eighty percent (80%) of the full replacement value of such improvements. Any loss adjustment shall require the written consent of both Lessor and Lessee. In the event any improvements upon the Leased Premises shall be damaged or destroyed by fire or other casualty, then Lessor shall promptly restore same to the condition existing before such loss or damage.

8. Power Line Easement: Lessor reserves for itself, its successors and assigns, an easement to build, construct, maintain and operate electric distribution/transmission lines on, over, along and above the Leased Premises, together with the right, privilege and easement to erect, construct, reconstruct, replace, maintain and use towers, poles, wires, crossarms and other appliances and fixtures (excluding substations) for the purpose of transmitting or distributing electric power and for Lessor's

communication purposes, with all other rights in land normally acquired by Lessor in connection therewith. If the construction of electric line shall require relocation of an improvement of the Lessee, Lessor shall bear the cost thereof.

9. Entry by Lessor: Lessor, its agents and representatives, at all reasonable times may enter said property to examine same and any such entry by or on behalf of Lessor shall not be or constitute an eviction, partial eviction or deprivation of any right of Lessee and shall not alter the obligations of the Lessee hereunder or create any right in Lessee adverse to the interest of Lessor. Lessor and Lessee will perform a joint physical inspection of the Leased Premises in April of each year during the term of this Lease.

10. Transfer or Assignment: The Lessee may not transfer or assign this Lease or let or sublet the whole or any part of the Leased Premises to anyone without the prior written consent of the Lessor.

11. Illegal Uses: Lessee will not make or permit to be made any illegal use of the Leased Premises or any use thereof constituting a public nuisance, and shall keep the Leased Premises in a neat and orderly manner and shall comply with all applicable building codes and health regulations and with the rules and regulations of any governmental authority. All water and sanitary sewer facilities shall be designed, installed, constructed, maintained and operated only with the approval of the applicable governmental authority.

12. Continuing Obligation of Compliance with Regulations: Lessee shall be responsible for compliance with any federal, state or local law, ordinance or regulation applicable to the Leased Premises or the activities and uses of Lessee thereof, and pertaining to health, safety, environment (air, water or land), or aesthetics which have been adopted or enacted as of the termination date of this Lease. Upon request by Lessor, Lessee shall re-enter the Leased Premises at any time after the termination or expiration of this Lease and perform such operations necessary for compliance with then applicable law, ordinances or regulations at the termination date. Lessee shall be relieved of any responsibility for compliance under this Article 12 if, during the lease term or after the termination or expiration date of this Lease, Lessor causes noncompliance by changing conditions upon the Leased Premises, including but not limited to land use patterns, or causing or allowing any third party to do so.

13. Maintenance: Lessee is to maintain all buildings and improvements on the site in a sound condition and in neat appearance and pay all costs for said maintenance. In the event Lessee fails to properly maintain all buildings and improvements, then Lessor may, as its only remedy, terminate this Lease and



retake possession of the Leased Premises.

14. Hazardous Materials:

(a) Lessee shall not bring to or handle, store, dispense, transport or locate on or about the Leased Premises any chemical substances, asbestos, oil, gasoline, other petroleum products, formaldehyde, PCB's, or any toxic, carcinogenic, radioactive or hazardous wastes, materials, substances or contaminants (collectively "Hazardous Materials"), without Lessor's prior written consent, which consent shall not be unreasonably withheld.

(b) While handling, transporting or storing any Hazardous Materials on or about the Leased Premises, Lessee shall act in full compliance with all applicable federal, state and local laws, ordinances and regulations.

(c) Lessee shall give Lessor immediate written notice of any problem, spill, discharge or threatened discharge of or relating to Hazardous Materials on or about the Leased Premises, and of any private or governmental investigation relating to Hazardous Materials on or about the Leased Premises. Lessor shall have the right to participate in and approve any environmental assessment or environmental clean-up plan for the Leased Premises. Lessee, its employees, agents and contractors, shall fully cooperate with any and all federal, state and local governmental officials having jurisdiction over the Leased Premises in resolving any environmental problem.

(d) Lessee's failure to comply strictly with the provisions and mandates of this Article 14 shall constitute a breach in this Lease, entitling Lessor to terminate this Lease and to exercise any other rights and remedies available to Lessor hereunder or otherwise.

15. Taxes and Assessments: Lessee shall be responsible for all ad valorem property taxes (real or personal) or payments in lieu thereof as may be due during the lease term on the Leased Premises, any buildings or improvements thereon and for personal property of Lessee.

16. Insurance by Lessee: Lessee agrees that, at its own cost and expense, it shall obtain and maintain in force during the term of this Lease, providing satisfactory evidence thereof to Lessor, one or more policies of general public liability insurance from the State Insurance Reserve Fund or, where applicable and authorized, from a reputable insurance company authorized to do business in South Carolina, providing coverage for any and all risks of liability associated with Lessee's occupancy and use of the Leased Premises and the activities authorized hereunder, to the full extent and limit of Lessee's liability, as now or hereinafter

provided for by law. Additionally, it is agreed by and between the parties hereto that Lessor is and shall be considered to be a "volunteer" within the meaning of Sections 8-25-10, et seq., Code of Laws of South Carolina (1976) by reason of its provision of the lands and improvements which constitute the Leased Premises, without any financial gain, to Lessee herein, an agency of the State of South Carolina, and that is the intent of the parties that Lessor thereby enjoy the protection of the sovereign immunity of this State to the same extent as employees hereof as provided for in Section 8-25-40. Accordingly, Lessee agrees to obtain in writing from the State's Insurance Reserve Fund a certification of Lessor's status as a "volunteer" herein and an agreement that such Fund will, throughout the lease term, adjust, appear and defend, and provide insurance coverage in favor of Lessor, to the same extent and manner as is provided to employees of the State, for and against claims, demands, actions and causes of action for personal injury, death or property damage caused by, arising from or relating to the Leased Premises and the parties' activities thereon.

17. Surrender of Lease: The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may at the option of Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

18. Event of Default:

(a) The following events ("Events of Default") shall be deemed to be events of default by Lessee under this Lease:

(i) If Lessee shall fail to pay any sum of money payable hereunder on the date the same is due and such failure shall continue for a period of forty-five (45) days after due written notice thereof to Lessor; or

(ii) If Lessee fails to comply with any term, provision or covenant of this Lease other than the payment of any sum of money, and shall not cure such failure within forty-five (45) days after due written notice thereof to Lessee; provided, however, if Lessor, in its sole discretion, determines that such failure cannot be cured within forty-five (45) days, Lessee shall be in default under the Lease if Lessee fails to commence to cure such failure within the same forty-five (45) day period or thereafter fails to act to diligently and promptly cure such failure; or

(iii) If Lessee voluntarily discontinues or voluntarily ceases to use the Premises and the Improvements for the Permitted Use or closes its operations on the Premises for any period greater than ninety (90) days.

(b) Upon the occurrence of an Event of Default hereunder, Lessor shall be entitled to pursue any one or more of the following remedies without notice or demand.

(i) Terminate this Lease and Lessee's right of possession of the Premises in which event Lessee shall immediately surrender the Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to or any other remedy which it may have for such Event of Default, enter upon and take possession of the Premises in a manner as provided by laws.

(ii) Bring suit for the collection of any amounts for which Lessee is then in default, or for the performance of any other covenant or agreement by which Lessee is bound, with or without entering into possession or terminating this Lease.

(c) In the event Lessor elects to terminate this Lease by reason of the occurrence of an Event of Default, this Lease shall terminate and come to an end as if that were the date originally fixed herein for the expiration of the term hereof. Notwithstanding such termination, Lessee shall be liable for and shall pay to Lessor all indebtedness accrued hereunder to the date of such termination.

(d) In case of any Event of Default or breach by Lessee, Lessee shall also be liable for (i) the costs of removing and storing Lessee's or any other occupant's personal property; and (ii) all expenses incurred by Lessor in enforcing or defending Lessor's rights and/or remedies, including reasonable attorney's fees.

19. Condemnation: If the whole or any part of the Leased Premises is taken or condemned by any competent authority for any public use or purpose, then this Lease shall automatically terminate as to the portion taken as of the date said title shall be taken. If a portion of the Leased Premises shall be taken so as to render the remainder thereof unusable for the purposes for which the Premises were leased, then this Lease shall terminate as of the date said title shall be taken. In the event that any portion of the Leased Premises shall be taken or this Lease shall be terminated as a result of taking of the whole or a portion of the Leased Premises, Lessee shall have no claim against Lessor for the value of any unexpired portion of the lease term. Lessor shall be entitled to the entire award given, including any special damages, except that, as to any portion of payment received by way of just compensation which is attributable to the value, if any, of any capital improvements, taken or damaged, Lessee shall be entitled to receive a pro-rata share thereof based on the percentage that is funding contribution therein bears to the total capital costs thereof. In the event that either party should disagree with the valuation given within any award to any improvement taken or damaged, or be unable to agree between themselves as to such value,

the parties shall jointly petition the jury, commission or other trier-of-fact, by way of appeal or otherwise, to apportion their award so as to separately set forth the contributing value, if any, of each improvement taken or damaged.

20. Severability: The provisions hereof are independent covenants and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain at Lessor's option in full force and effect.

21. Leased Premises Subject to FERC Oversight: The Leased Premises is designated as public areas under the terms of Lessor's license for the Keowee-Toxaway Hydroelectric Project, Lessee agrees that the following additional terms and conditions shall apply:

(a) Compliance with State, Federal and Local Laws: Lessee agrees that in its use of the Leased Premises as herein provided, Lessee will comply with Order No. 313 of the FERC, all regulations or directives issued by the FERC and all other applicable state, federal and local laws as well as all ordinances, rules, regulations and sanctions of any regulatory body or governmental agency (state, federal or local) having jurisdiction in the premises, and Lessee's use of the aforesaid lands will not endanger health, create a nuisance or otherwise be incompatible with the overall recreational use of the Keowee-Toxaway Development, FERC Project No. 2503.

(b) Approval by FERC: This Lease is subject to the prior written approval of the FERC, provided, however, that if said FERC declines to approve this instrument, then and in that event, it shall become void and of no legal force and effect whatsoever.

(c) Reservation of Use: The right to use the land which is the subject of this Lease for project purposes (not inconsistent with the activities and purposes of this lease) is hereby reserved to the FERC project licensee, its successors and assigns.

(d) Protection of Environment: All necessary precautions shall be taken during construction and subsequent operation and maintenance of the activity to protect and enhance the environmental values of any affected lands and waters of Project No. 2503.

(e) Archaeological Resources: If any archaeological resources are discovered during construction, construction shall be halted and the State Historic Preservation Officer shall be contacted to determine what measures, if any, are needed to protect or salvage the resources.

22. Parties Bound: The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto.

23. Notice: Wherever in this Lease it shall be required or permitted that notice be given by either part to this Lease to the other, such notices must be in writing and must be given personally or forwarded by certified mail addressed as follows:

To Lessor: Duke Power Company  
ATTN:Mgr. Hydro Production & Lake  
Management  
P. O. Box 1006  
Charlotte, NC 28201-1006

To Lessee: Chairman, Oconee County Commission

Such addresses may be changed from time to time by notice given hereunder.

24. Time of the Essence: Time is of the essence of this Lease and all of its provisions.

25. Governing Law: This Agreement shall be governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereinabove have executed this Lease on or as of the day and year first above written.

LESSOR:

ATTEST:

Phyllis J. Simpson  
Assistant Secretary

DUKE POWER COMPANY

By: [Signature]  
Vice President

LESSEE:

OCONEE COUNTY

By: [Signature]  
Its: Supervisor-Chairman



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2000-20**

**TITLE: THIS ORDINANCE SHALL BE KNOWN AS: "AN ORDINANCE TO AMEND SECTION I-9 OF ORDINANCE 97-14, OCONEE COUNTY POLICIES & PROCEDURES TO INCLUDE A PROVISION FOR DISCIPLINARY ACTION FOR FAILURE TO COMPLY WITH THE OCONEE COUNTY EXPOSURE CONTROL PLAN**

**WHEREAS,** Oconee County is committed to providing a safe and healthful work environment for all county employees; and

**WHEREAS,** in pursuit of this endeavor, Oconee County Council deems it appropriate to rescind Ordinance 92-6 and Resolution 92-9 and adopt Ordinance 2000-20 (titled above); and

**WHEREAS,** the adoption of said Ordinance is necessary to continue to facilitate compliance with the "EXPOSURE CONTROL PLAN" (ECP) which is provided to eliminate or minimize occupational exposure to bloodborne pathogens in accordance with OSHA Standard 29 CFR 1910.1030, "OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS"; and

**WHEREAS,** the "EXPOSURE CONTROL PLAN" (ECP) is a key document to assist the county in implementing and ensuring compliance with the standard, thereby protecting our employees.

**NOW THEREFORE, BE IT ORDAINED** by Oconee County Council duly assembled with a quorum present and voting that Section I-9 of Ordinance 97-14 be amended as follows to include the provisions for the "OCONEE COUNTY EXPOSURE CONTROL PLAN".

**SECTION I:** The remaining terms, conditions, provisions, sections, clauses and sentences of Ordinance 97-14, "OCONEE COUNTY POLICY & PROCEDURES MANUAL" shall remain in full force and effect.

**SECTION II:** 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.

**SECTION III:** This Ordinance shall become effective upon its adoption on third and final reading.

**BE IT FURTHER ORDAINED,** that the provisions of the Oconee County Exposure Control Plan as adopted herein shall be immediately implemented and followed by employees/volunteers of Oconee County.

**BE IT FURTHER ORDAINED,** that the ECP include the following:

**DETERMINATION OF EMPLOYEE EXPOSURE**

**IMPLEMENTATION OF VARIOUS METHODS OF EXPOSURE CONTROL,  
INCLUDING:**

**Universal precautions  
Engineering and work practice controls  
Personal protective equipment  
Housekeeping**

**HEPATITIS B VACCINATION**

**POST-EXPOSURE EVALUATION & FOLLOW-UP**

**COMMUNICATION OF HAZARDS TO EMPLOYEES AND TRAINING**

**RECORD KEEPING**

**PROCEDURES FOR EVALUATING CIRCUMSTANCES SURROUNDING AN  
EXPOSURE INCIDENT**

The methods of implementation of these elements of standard are discussed in the subsequent pages of this ECP.

**PROGRAM ADMINISTRATION:**

The Human Resources Department is responsible for the implementation of the ECP and will maintain, review, and update at least annually, and whenever necessary to include new or modified tasks and procedures. Contact location/phone number: 415 South Pine Street, Walhalla, SC 29691/864 638 4240.

Those employees who are determined to have occupational exposure to blood or other potentially infectious materials (OPIM) must comply with the procedures and work practices outlined in this ECP.

The Individual County Departments will maintain and provide all necessary personal protective equipment (PPE), engineering controls (e.g., sharps containers), labels and red bags as required by the standard. The Human Resources Department will ensure that adequate supplies of the aforementioned equipment are available in appropriate sizes. Contact location/phone: 415 South Pine Street, Walhalla, SC 29691/864 638 4240.

The Human Resources Department will be responsible for ensuring that all medical actions required are **performed** and that appropriate employee health and OSHA records are maintained. Contact location/phone: 415 South Pine Street, Walhalla, SC 29691/864 638 4240.

The Human Resources Department will be responsible for training, documentation of training and making the written ECP available to employees, OSHA and NIOSHA representatives. Contact location/phone number: 415 South Pine Street, Walhalla, SC 29691/864 638 4240.



## **EMPLOYEE EXPOSURE DETERMINATION:**

The following is a list of all departmental classifications at our establishment in which all employees have occupational exposure:

Sheriff  
Rural Fire  
Vehicle Maintenance  
Animal Control  
Parks & Recreational  
Coroner  
Public Buildings  
Emergency Preparedness  
Solid Waste  
**Magistrates**  
Law Enforcement Center  
Volunteers  
First Responders

\*With the exception of secretarial and clerical employees in these departments

These same standards apply to all part time, temporary, contract and per diem employees in the departments listed above.

## **METHODS OF IMPLEMENTATION AND CONTROL:**

### **Universal Precautions:**

All employees will use universal precautions.

### **Exposure Control Plan:**

Employees covered by the bloodborne pathogens standard receive an explanation of this ECP during their initial training session. It will also be reviewed in their annual refresher training. All employees have an opportunity to review this plan at any time during their work shifts by contacting the Human Resources Department. If requested, we will provide an employee with a copy of the ECP free of charge and within fifteen (15) days of the request.

The Human Resources Department is responsible for reviewing and updating the ECP annually or more frequently if necessary to reflect any new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure.

**Engineering Controls and Work Practices:**

Engineering controls and work practice controls will be used to prevent or minimize exposure to bloodborne pathogens. The specific engineering controls and work practice controls used are listed below:

<b><u>TASKS PERFORMED</u></b>	<b><u>MEANS OF TRANSMITTAL</u></b>	<b><u>PERSONAL PROTECTIVE EQUIPMENT</u></b>
Cleaning Around Dumpsters	Touch, Stick	Heavy Gloves Gown
Touch/Carry Trash/Waste	Spill, Stick, Touch, Blood Body Fluid	Heavy Gloves Gown
Bathroom Facility Maintenance	Touch, Blood, Splash Immersion, Urine, Feces	Gloves, Goggles, Gown
Cleaning Around Landfills After Unloading of Vehicles At Dumpster Locations	Touch, Stick	Gloves Goggles
Assisting Injured Person As Result of Accident	Touch, Bite, Urine, Spit, Blood	Gloves, Gown Goggles
Transport of Prisoner	Bite, Saliva, Urine, Feces, Blood	Gloves, Face Mask, Goggles
Fights/Assaults	Touch, Blood, Bite, Saliva Urine, Feces	Gloves Goggles Change Clothing
Body Cavity Search	Touch, Stick	Gloves
Securing or Handling of Evidence	Touch	Gloves
Deceased Persons Body Removal Amputated Body Parts	Touch, Splash	Gloves Goggles Gown
Resuscitation	Blood, Regurgitation, Spit	Gloves Resuscitation Equipment
Equipment Repair/ Maintenance	Touch, Splash	Gloves Goggles

**Personal Protective Equipment (PPE):**

PPE is provided to our employees at no cost to them. Training is provided by the Individual Department Heads in the use of the appropriate PPE for the tasks or procedures employees will perform.

The types of PPE available to employees are as follows: Gloves, Goggles, Masks, Gowns.

PPE is located at 415 South Pine Street, Walhalla, SC and may be obtained through the Employee's Individual Department.

All employees using PPE must observe the following precautions:

**Wash hands immediately or as soon as feasible after removal of gloves or other PPE**

**Remove PPE after it becomes contaminated, and before leaving the work area.**

**Used PPE must be disposed of in red bio-hazard bags.**

**Wear appropriate gloves when it can be reasonably anticipated that there may be hand contact with blood or OPIM, and when handling or touching contaminated items or surfaces; replace gloves if torn, punctured, contaminated, or if their ability to function as a barrier is compromised.**

**Utility gloves may be decontaminated for reuse if their integrity is not compromised; discard utility gloves if they show signs of cracking, peeling, tearing, puncturing or deterioration.**

**Never wash or decontaminate disposable gloves for reuse.**

**Wear appropriate face and eye protection when splashes, sprays, spatters, or droplets of blood or OPIM pose a hazard to the eye, nose or mouth.**

**Remove immediately or as soon as feasible any garment contaminated by blood or OPIM in such a way to avoid contact with the out surface.**

The procedure for handling used PPE is as follows: **After being bagged, it is taken to the central collection point at the Sheriff's Department.**

**Housekeeping:**

Regulated waste is placed in containers which are closable, constructed to contain all contents and prevent leakage, appropriately labeled or color-coded (see labels), and closed prior to removal to prevent spillage or protrusion of contents during handling.

The procedure for handling sharps disposal container is: **The sharps are labeled and placed in household trash containers at the convenience centers.**

The procedure for handling other regulated waste is: **Bag the waste in bio-hazard bags and transport to the central location at the Sheriff's Department.**

Contaminated sharps are discarded immediately or as soon as possible in containers that are closable, puncture-resistant, leakproof on sides and bottoms, and labeled or color-coded appropriately. Sharps disposal containers are available **in the PPE kits.**

Bins and pails (e.g., wash or emesis basins) are cleaned and decontaminated as soon as feasible after visible contamination.

Broken glassware, which may be contaminated, is picked up using mechanical means, such as a brush and dustpan.

**Laundry:**

**If clothing articles (uniforms) are contaminated, the clothing articles will not be laundered, they will be discarded and a new uniform will be issued.**

**Personal clothing of an employee who has not completed the six month probation period and has not been issued a uniform will be replaced by the county.**

The following requirements must be met:

Wear the following PPE when handling contaminated **clothing articles: Gloves**

**Labels:**

The following labeling method(s) is used in this facility:

<b><u>EQUIPMENT TO BE LABELED</u></b>	<b><u>LABEL TYPE</u></b>
<b><u>(e.g., specimens, contaminated Laundry, etc)</u></b>	<b><u>(red bag, biohazard label, etc.</u></b>

The head of each department will ensure warning labels are affixed or red bags are used as required if regulated waste or contaminated equipment is brought into the facility. Employees are to notify their department head **immediately** if they discover regulated waste containers, refrigerators containing blood or OPIM, contaminated equipment, etc. without proper labels.

**HEPATITIS B VACCINATION:**

The Human Resources Department will provide training to employees on hepatitis B vaccinations, addressing the safety, benefits, efficacy, methods of administration and availability.

The hepatitis B vaccination series is available at no cost after training and with ten (10) days of initial assignment to employee identified in the exposure determination section of this plan. Vaccination is encouraged unless: 1) documentation exists that the employee has

previously received the series, 2) antibody testing reveals that the employee is immune, or 3) medical evaluation shows that vaccination is contraindicated.

However, if an employee chooses to decline vaccination, the employee must sign a declination form. Employees who decline may request and obtain the vaccination at a later date at no cost. Documentation of refusal of the vaccination is kept in the Human Resources Department.

Vaccination will be provided by **the designated medical facility**.

Following hepatitis B vaccinations, the health care professional's written opinion will be limited to whether the employee requires the hepatitis vaccine, and whether the vaccine was administered.

#### **POST EVALUATION AND FOLLOW-UP:**

Should an exposure incident occur, contact the Human Resources Department at 863 638 4240.

An immediately available confidential medical evaluation and follow-up will be conducted by **the designated health care professional**. Following the initial first aid (clean the wound, flush eyes or other mucous membrane, etc.) the following activities will be performed:

**Document the routes of exposure and how the exposure occurred.**

**Identify and document the source individual (unless the employer can establish that identification is infeasible or prohibited by state or local law).**

**Obtain consent and make arrangements to have the source individual tested as soon as possible to determine HIV, HCV or HBV infectivity; document that the source individual's test results were conveyed to the employee's health care provider.**

**If the source individual is already known to be HIV, HCV and/or HBV positive, new testing need not be performed.**

**Assure that the exposed employee is provided with the source individual's test results and with information about applicable disclosure laws and regulations concerning the identity and infectious status of the source individual (e.g., laws protecting confidentiality).**

**After obtaining consent, collect exposed employee's blood as soon as feasible after exposure incident and test blood for HBV and HIV serological status.**

**If the employee does not give consent for HIV serological testing during collection of blood for baseline testing, preserve the baseline blood sample for at least ninety days; if the exposed employee elects to have the baseline sample tested during this waiting period, perform testing as soon as feasible.**

#### **ADMINISTRATION OF POST EXPOSURE EVALUATION AND FOLLOW-UP**

The Human Resources Department ensures that health care professional(s) responsible for employee's hepatitis B vaccination and post-exposure evaluation and follow-up are given a copy of OSHA's bloodborne pathogens standard.

The Human Resources Department ensures that the health care professional evaluating an employee after an exposure incident receives the following:

- A description of the employee's job duties relevant to the exposure incident
- Route(s) of exposure
- Circumstances of exposure
- If possible, results of the source individual's blood test
- Relevant employee medical records, including vaccination status

The **Health Care Professional** provides the employee with a copy of the evaluating health care professional's written opinion with fifteen (15) days after completion of the evaluation.

### **PROCEDURES FOR EVALUATING THE CIRCUMSTANCES SURROUNDING AN EXPOSURE INCIDENT:**

**The Health Care Professional** will review the circumstances of all exposure incidents to determine:

- Engineering controls in use at the time
- Work Practices Followed
- A description of the device being used
- Protective equipment or clothing that was used at the time of the exposure incident (gloves, eye shields, etc.)
- Location of the incident
- Procedure being performed when the incident occurred
- Employee training

If it is determined that revisions need to be made, the Human Resources Department will ensure that appropriate changes are made to this ECP.

### **EMPLOYEE TRAINING:**

**Pre-exposure training** for all employees who have occupational exposure to bloodborne pathogens will be conducted by the Human Resources Department. **Post-exposure training for all employees will be provided by the health care provider.**

All employees who have occupational exposure to bloodborne pathogens receive training on the epidemiology, symptoms, and transmission of bloodborne pathogen diseases. In addition, the training program covers, at a minimum, the following elements:

**A copy and explanation of the standard**

**An explanation of our ECP and how to obtain a copy**

**An explanation of methods to recognize tasks and other activities that may involve exposure to blood and OPIM, including what constitutes an exposure incident**

**An explanation of the use and limitations of engineering controls, work practices, and PPE**

**An explanation of the basis for PPE selection**

**Information on the hepatitis B vaccine, including information on its efficacy, safety, method of administration, the benefits of being vaccinated, and that the vaccine will be offered free of charge**

**Information on the appropriate actions to take and persons to contact in an emergency involving blood or OPIM**

**An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available**

**Information on the post-exposure evaluation and follow-up that the employer is required to provide for the employee following an exposure incident**

**An explanation of the signs and labels and/or color coding required by the standard and used by the county**

**An opportunity for interactive questions and answers with the person conducting the training session.**

Training materials for Oconee County are available in the Human Resources Department.

**RECORD KEEPING:**

**Training Records:**

Training records are completed for each employee upon completion of training. These documents will be kept for at least three (3) years in the Human Resources Department.

The training records include:

- Dates of Training Sessions
- Contents or Summary of Training Sessions
- Names & qualifications of Persons conducting training
- Names & job titles of all persons attend training sessions

Employee training records are provided upon request to the employee or the employee's authorized representative with fifteen (15) working days. Such requests should be addressed to the Human Resources Department.

**Medical Records:**

Medical records are maintained for each employee with occupational exposure in accordance with 29 CFR 1910.20, "Access to Employee Exposure and Medical Records".

The Human Resources Department is responsible for maintenance of the required medical records. These confidential records are kept in the Oconee County Human Resources Department, 415 South Pine Street, Walhalla, SC 29691 for at least the duration of employment plus thirty (30) years. Employee medical records are provided upon request of the employee or to anyone having written consent of the employee within fifteen (15) working days. Such requests should be sent to the Human Resources Department, 415 South Pine Street, Walhalla, SC 29691.

**OSHA Record Keeping:**

An exposure incident is evaluated to determine if the case meets OSHA's Record Keeping Requirements (29 CFR 1904). The determination and the record activities are done by the Human Resources Department, 415 South Pine Street, Walhalla, SC 29691.



**A RESOLUTION CONSENTING TO THE RELEASE OF  
DUNLOP MAXFLI SPORTS CORPORATION OF ITS  
OBLIGATIONS PURSUANT TO THE LEASE AGREEMENT  
BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND  
DUNLOP MAXFLI SPORTS CORPORATION DATED AS  
OF DECEMBER 1, 1999.**

~~SI~~ <sup>SI</sup> WHEREAS, Oconee County, South Carolina (the "County") and Dunlop Maxfli Sports Corporation ("Dunlop Maxfli") executed a lease agreement dated as of December 1, 1999 (the "Lease Agreement"); and

WHEREAS, pursuant to Section 9.01 of the Lease Agreement, provides that with the consent of the County, Dunlop Maxfli may seek a release of its obligations under the Lease Agreement; and

WHEREAS, due to corporate restructuring, Dunlop Maxfli will become Dunlop Slazenger Manufacturing, LLC, a Delaware limited liability company ("Dunlop Slazenger"); and

WHEREAS, there is no substantive change in the corporate ownership or net worth of Dunlop Slazenger that results from this corporate reorganization.

**NOW, THEREFORE, BE IT RESOLVED** by the County Council of the County, as follows:

Section 1. The County hereby acknowledges the receipt and sufficiency of this notice and based on the covenants contained herein, hereby substitutes Dunlop Slazenger in all respects for Dunlop Maxfli and releases Dunlop Maxfli from its obligations under the Lease Agreement.

Section 2. By the action taken in this Resolution, the County hereby consents to the transfer and merger of Dunlop Maxfli to Dunlop Slazenger.

*all tangible assets*

Section 3. The Supervisor/Chairman of the County Council is hereby authorized and directed to execute and deliver this Resolution in the name of and on behalf of the County, and the Clerk to the County Council is hereby authorized and directed to attest the same.

Done in meeting duly assembled this 21<sup>st</sup> day of November 2000.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Harrison E. Orr, Supervisor/Chairman of County  
Council Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Opal O. Green, Clerk to County Council  
Oconee County, South Carolina

Bidders	dlb		Providence Associates Inc		FJ Clark Inc	
Submitted Proposal		yes		yes		yes
Interview Scoring		209		375		303
Estimated Number of Hours and Professional Fees	36 hours @ \$60/hr	2,160.00	200 hours @ \$100/hr	20,000.00	800-1000 hours	60,000.00 to 75,000.00
Clerical			60 hrs @ \$10/hr	600.00		
Reimbursable Expenses	travel @.32/mile, meals, lodging, printing (4 meetings)	656.00	travel (air fares, lodging, per diem) 3 trips/18 consultant days/2 team members	5,880.00	Engineering Evaluation	6,000.00
Administrative Overhead			communications 18.5% of reimbursable expenses	325.00		
Review of building program by certified construction program manager		500.00		1,148.00		
<b>Estimated Cost</b>		<b>\$3,316.00</b>		<b>\$ 27,953.00</b>		<b>\$66-81,000.00*</b>
						Proposed a more comprehensive study than our RFP (more like Courthouse study).

SCORING FOR LIBRARY CONSULTANT

	dlb Associates	Providence Associates, Inc.	F J Clark, Inc.
Chuck Timms	53	91	87
Martha Bailly	72	95	60
Jon Caime	46	94	84
Teresa Lelman	38	95	72
Grand Total	209	375	303

# Oconee County Library

501 West South Broad Street  
Walhalla, South Carolina 29691

PHONE: (864) 638-4133

FAX: (864) 638-4132

E-MAIL: ocpldirector@InfoAve.Net

NOV 15 2000

## MEMO

TO: Ann Albertson, Procurement

FROM: Martha Baily, Library Director

DATE: November 14, 2000

Copy  
To MAD ✓  
Ann ✓

Ann, please make sure that we are included on the County Council Meeting agenda for November 21, 2000, for the following purpose:

Discussion and possible action regarding the Oconee County Library Consultant, including the following items.

- Recommendation from the Selection Committee for the hiring of the consultant;
- Securing additional funding for the consulting process for the inclusion of a study of the entire library system instead of just one branch;
- Establishing a Working Committee to work with the Consultant. We suggest the following names, with the understanding that the Working Committee may name other persons to sub-committees as necessary.

Mimi Hunt, Library Board Chairperson  
Ray Morrison, Library Board  
Renee Cain, Library Board  
Buildings and Grounds Committee Chairperson, County Council  
Jon Caime, County Engineer  
Martha Baily, Library Director

Bidders	Atlantic Technologies		GRW Aerial Surveys Inc		L Robert Kimball & Associates		Park Aerial Surveys		Lockwood Mapping Company		Kucera International Inc		3Di LLC		Wiser Company		Aerial Cartographics of America
Recover & Target Existing Control ( ) number of points	30	6,000.00	36	7,291.14	40	10,000.00	15	7,800.00	27	5,600.00	48	4,080.00	40	3,200.00	33	4,125.00	no bid
Establish Additional Control ( ) number of points	5	1,750.00	43	8,708.86	1	12,600.00	-	-	11	3,600.00	35	9,100.00	-	-	67	20,100.00	
Aerial Photography		24,550.00		30,560.00		36,800.00		32,780.00		25,004.00		11,000.00		19,527.00		40,364.00	
Analytical Aerotriangulation		24,020.00		43,082.00		28,000.00		43,450.00		12,000.00		21,360.00		26,320.00		70,953.00	
DTM/DEM Capture		29,660.00		52,500.00		43,800.00		126,530.00		37,800.00		17,300.00		24,365.00		63,800.00	
Image Scanning		19,200.00		1,700.00		3,400.00		5,365.00		15,000.00		4,875.00		5,650.00		25,800.00	
Ortho Rectification & File Generation		27,070.00		23,400.00		10,000.00		23,730.00		23,175.00		26,250.00		31,240.00		47,850.00	
Other (specify)		-		-		-		-		-		-		-		9,300.00	
Performance Bond		1,850.00		3,008.63		2,200.00		2,156.00		3,000.00		1,500.00		2,206.00		3,050.00	
Total Project Cost (Base Bid)		134,100.00		170,250.63		146,800.00		241,811.00		125,179.00		95,466.00		112,608.00		286,342.00	
Alternate #1		11,200.00		12,763.85		5,200.00		9,975.00		7,782.00		6,500.00		4,990.00		8,450.00	
Alternate #2		39,620.00		24,100.00		16,400.00		17,175.00		18,553.00		13,350.00		33,275.00		38,484.00	
				*corrected addition													

NOV 15 2000

## GIS Phase 2

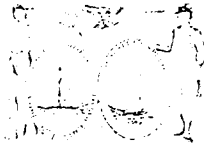
The following action is desired by County Council on November 21, 2000.

“Discussion and Possible action on the award of GIS phase 2 digital orthophotography”  
Jon Caime, Ann Albertson, Carl Hayden

This award is based on:

1. Award to the low bidder Kucera with the recommendation of Mark Perry of SC Geodetic Survey
2. The \$95,465 base bid to be paid for by the \$35,000 grant from the City of Seneca and the balance to come from line item 10-38-150-3825 (\$61,000 “professional”).
3. The award of alternate #1 to Kucera for \$6,500 pending the funding from the City of Walhalla (additional detailed maps near City)
4. The award of alternate #2 to Kucera for \$13,350 pending funding from sources by Talbert and Bright (additional detailed maps and topographical information at the airport area)

STATE OF SOUTH CAROLINA  
**State Budget and Control Board**  
OFFICE OF RESEARCH & STATISTICS



JAMES H. HODGES, CHAIRMAN  
GOVERNOR

GRADY L. PATTERSON, JR.  
STATE TREASURER

JAMES A. LANDER  
COMPTROLLER GENERAL

REMBERT C. DENNIS BUILDING  
1000 ASSEMBLY STREET, SUITE 425  
COLUMBIA, SOUTH CAROLINA 29201  
(803) 734-3793  
FAX: (803) 734-3619

BOBBY BOWERS  
DIRECTOR

JOHN DRUMMOND  
CHAIRMAN, SENATE FINANCE COMMITTEE

HENRY E. BROWN, JR.  
CHAIRMAN, WAYS AND MEANS COMMITTEE

LUTHER F. CARTER  
EXECUTIVE DIRECTOR

November 15, 2000

Mariane Dillard  
Oconee County Procurement Department  
415 S. Pine Street  
Walhalla, S.C. 29691

Dear Ms. Dillard:

I have reviewed the proposals submitted by eight contractors for the digital orthophoto mapping project in Oconee County. The proposal submitted by Kucera International is the low bid for the project and meets all of the requirements of your technical specifications. This firm has completed similar projects in Richland and Florence counties, and currently has projects in progress in Georgetown, Darlington and Orangeburg counties. My office has undertaken quality control checks on these projects and we have been quite pleased with the quality and accuracy of the final products.

It is my recommendation that Oconee County select Kucera International as the contractor for the digital orthophoto mapping. I shall look forward to working with you on this project. Please contact me if you require any additional information.

Sincerely,

A handwritten signature in cursive script that reads "Mark W. Perry".

Mark W. Perry

CC: Jon Caime ✓  
Carl Hayden



## VIII. CATEGORIES FOR SUBMITTING COST

Contractors will submit cost breakdowns for the project as described in the specifications. If alternative proposals are submitted, Contractors are asked to use a similar cost breakdown. For purposes of this proposal, the total number of 1"=100' scale digital orthophotos shall be 99 and the total number of 1"=200' scale digital orthophotos shall be 171.

PROJECT PHASE	COST
RECOVER & TARGET EXISTING CONTROL ( <u>48</u> ) number of points	\$ <u>4080.00</u>
ESTABLISH ADDITIONAL CONTROL ( <u>35</u> ) number of points	\$ <u>9100.00</u>
AERIAL PHOTOGRAPHY	\$ <u>11000.00</u>
ANALYTICAL AEROTRIANGULATION	\$ <u>21360.00</u>
DTM/DEM CAPTURE	\$ <u>17300.00</u>
IMAGE SCANNING	\$ <u>4875.00</u>
ORTHO RECTIFICATION & FILE GENERATION	\$ <u>26250.00</u>
OTHER (SPECIFY)	\$ _____
PERFORMANCE BOND	\$ <u>1500.00</u>
TOTAL PROJECT COST (BASE BID)	\$ <u>95465.00</u>
ALTERNATE #1	\$ <u>6500.00</u>
ALTERNATE #2	\$ <u>13350.00</u>
Optional MrSID compressed imagery:	
Base Bid imagery -	\$ 1100.00
Alternate 2 imagery -	125.00

**ATLANTIC Technologies**

**COST PROPOSALS – Oconee County, South Carolina**

For purposes of this proposal, the total number of 1"=100' scale digital orthophotos shall be 99 and the total number of 1"=200' scale digital orthophotos shall be 171.

<b>PROJECT PHASE</b>	<b>COST</b>
RECOVER & TARGET EXISTING CONTROL ( <u>30</u> ) number of points	\$ 6,000.00
ESTABLISH ADDITIONAL CONTROL ( <u>5</u> ) number of points	\$ 1,750.00
AERIAL PHOTOGRAPHY w. ABGPS	\$ 24,550.00
ANALYTICAL AEROTRIANGULATION	\$ 24,020.00
DTM/DEM CAPTURE	\$ 29,660.00
IMAGE SCANNING	\$ 19,200.00
ORTHO RECTIFICATION & FILE GENERATION	\$ 27,070.00
OTHER (SPECIFY)	\$ N/A
PERFORMANCE BOND	\$ 1,850.00
<b>TOTAL PROJECT COST (BASE BID)</b>	<b>\$134,100.00</b>
ALTERNATE #1	\$ 11,200.00
ALTERNATE #2	\$ 39,620.00

## 6 Cost

### CATEGORIES FOR SUBMITTING COST – Base Bid

Contractors will submit cost breakdowns for the project as described in the specifications. If alternative proposals are submitted, Contractors are asked to use a similar cost breakdown. For purposes of this proposal, the total number of 1" = 100' scale digital orthophotos shall be 99 and the total number of 1' = 200' scale digital orthophotos shall be 191.

PROJECT PHASE	COST
RECOVER & TARGET EXISTING CONTROL (36) number of points	\$7,291.14
ESTABLISH ADDITIONAL CONTROL (43) number of points	\$8,708.86
AERIAL PHOTOGRAPHY	\$30,560.00
ANALYTICAL AEROTRIANGULATION	\$43,082.00
DTM/DEM CAPTURE	\$52,500.00
IMAGE SCANNING	\$1,700.00
ORTHO RECTIFICATION & FILE GENERATION	\$23,400.00
OTHER (SPECIFY)	\$
PERFORMANCE BOND	\$3,008.63
<b>TOTAL PROJECT COST (BASE BID)</b>	<b>\$168,250.63</b>
ALTERNATE #1	\$12,763.85
ALTERNATE #2	\$24,100.00

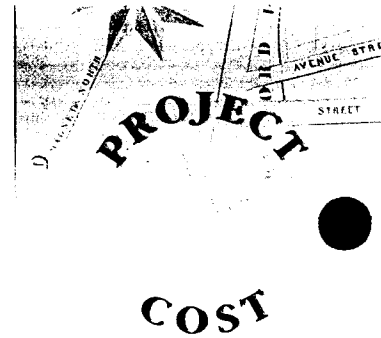
### VIII. CATEGORIES FOR SUBMITTING COST

Contractors will submit cost breakdowns for the project as described in the specifications. If alternative proposals are submitted, Contractors are asked to use a similar cost breakdown. For purposes of this proposal, the total number of 1"=100' scale digital orthophotos shall be 99 and the total number of 1" = 200' scale orthophotos shall be 191.

PROJECT PHASE	COST	
RECOVER & TARGET EXISTING CONTROL ( <u>40</u> )number of points	<u>\$ 10,000</u>	
ESTABLISH ADDITIONAL CONTROL ( <u>1</u> )number of points	<u>\$ 12,600</u>	
AERIAL PHOTOGRAPHY	<u>\$ 36,800</u>	
ANALYTICAL AEROTRIANGULATION	<u>\$ 28,000</u>	
DTM/DEM CAPTURE	<u>\$ 43,800</u>	
IMAGE SCANNING	<u>\$ 3,400</u>	
ORTHO RECTIFICATION & FILE GENERATION	<u>\$ 10,000</u>	
OTHER (SPECIFY)	<u>\$ -</u>	
PERFORMANCE BOND	<u>\$ 2,200</u>	
TOTAL PROJECT COST (BASE BID)		<u>\$ 146,800</u>
ALTERNATE #1	<u>\$ 5,200</u>	
ALTERNATE #2	<u>\$ 16,400</u>	



JAMES W. SEWALL COMPANY  
ESTABLISHED 1880



7.0

## Cost Proposal

### BASE BID - ORTHOPHOTOGRAPHY

Prices are based on 191 sheets at 1"=200' scale and 99 sheets at 1"=100' scale as provided by Oconee County.

#### PROJECT PHASE

1. Recover and/or target existing control (15 points)	\$ 7,800.
2. Establish additional control (0 points)	\$ 0.
3. Aerial photography	\$ 32,780.
4. Analytical aerotriangulation	\$ 43,450.
5. DTM/DEM capture	\$ 126,530.
6. Image scanning	\$ 5,365.
7. Ortho rectification and file generation	\$ 23,730.
8. Other	\$ 0.
9. Performance bond	\$ <u>2,156.</u>

Total Project Cost (Base Bid) \$ 241,811. \*

ALTERNATE 1 \$ 9,975.

ALTERNATE 2 \$ 17,175.

- \* If inertial measurement unit (IMU) technology, a technical alternative, is chosen, the County could potentially realize a savings of about \$25,000. (See Section 9).

### VIII. CATEGORIES FOR SUBMITTING COST

Contractors will submit cost breakdowns for the project as described in the specifications. If alternative proposals are submitted, Contractors are asked to use a similar cost breakdown. For purposes of this proposal, the total number of 1"=100' scale digital orthophotos shall be 99 and the total number of 1"=200' scale digital orthophotos shall be 171.

PROJECT PHASE	COST
RECOVER & TARGET EXISTING CONTROL ( <u>27</u> ) number of points	\$ <u>5600</u>
ESTABLISH ADDITIONAL CONTROL ( <u>11</u> ) number of points	\$ <u>3600</u>
AERIAL PHOTOGRAPHY	\$ <u>25004</u>
ANALYTICAL AEROTRIANGULATION	\$ <u>12000</u>
DTM/DEM CAPTURE	\$ <u>37800</u>
IMAGE SCANNING	\$ <u>15000</u>
ORTHO RECTIFICATION & FILE GENERATION	\$ <u>23175</u>
OTHER (SPECIFY)	\$ <u>0</u>
PERFORMANCE BOND	\$ <u>3000</u>
TOTAL PROJECT COST (BASE BID)	\$ <u>125179</u>
ALTERNATE #1	\$ <u>7782</u>
ALTERNATE #2	\$ <u>18553</u>

**OCONEE COUNTY, SC  
COST PROPOSAL  
By  
3Di, LLC**

<b><u>PROJECT PHASE</u></b>	<b><u>COST</u></b>
1) Recover & Target Existing Control (40) number of points	<b><u>\$3,200.00</u></b>
2) Establish Additional Control ( 0 ) number of points	<b><u>\$0.00</u></b>
3) Aerial Photography	<b><u>\$19,527.00</u></b>
4) Analytical Aerotriangulation	<b><u>\$26,320.00</u></b>
5) DTM/DEM Capture	<b><u>\$24,365.00</u></b>
6) Image Scanning	<b><u>\$5,650.00</u></b>
7) Ortho Rectification & File Generation	<b><u>\$31,240.00</u></b>
8) Other (Specify)	<b><u>\$0.00</u></b>
9) Performance Bond	<b><u>\$2,206.00</u></b>
<b>Total Project Cost (Base Bid)</b>	<b><u>\$112,508.00</u></b>
<b>Alternate #1</b>	<b><u>\$4,990.00</u></b>
<b>Alternate #2</b>	<b><u>\$33,275.00</u></b>

BASE BID - TRADITIONAL METHODS

VIII. CATEGORIES FOR SUBMITTING COST

Contractors will submit cost breakdowns for the project as described in the specifications. If alternative proposals are submitted, Contractors are asked to use a similar cost breakdown. For purposes of this proposal, the total number of 1"=100' scale digital orthophotos shall be 99 and the total number of 1"=200' scale digital orthophotos shall be 171.

PROJECT PHASE

COST

RECOVER & TARGET EXISTING CONTROL (33) number of points	\$ <u>4,125</u>
ESTABLISH ADDITIONAL CONTROL (67) number of points	\$ <u>20,100</u>
AERIAL PHOTOGRAPHY	\$ <u>40,364</u>
ANALYTICAL AEROTRIANGULATION	\$ <u>70,953</u>
DTM/DEM CAPTURE	\$ <u>63,800</u>
IMAGE SCANNING	\$ <u>25,800</u>
PHOTO RECTIFICATION & FILE GENERATION	\$ <u>47,850</u>
OTHER (SPECIFY)	\$ <u>4,300</u>
PERFORMANCE BOND (BASE BID)	\$ <u>3,050</u>
TOTAL PROJECT COST (BASE BID)	\$ <u>285,342</u>
ALTERNATE #1	\$ <u>8,450</u>
ALTERNATE #2	\$ <u>38,484</u>





**BID NO. 00-14**

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

**BID FORM**  
**OCONEE COUNTY PROCUREMENT OFFICE**  
**415 S. PINE ST., ROOM 107, WALHALLA, SC 29691**

The Thrift Development 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 paving and striping at hangars at the Oconee County Airport .

Fine Grade and Striping (lump sum)	\$ <u>1,000.00</u> /l.s.
Setup/compaction of base (unit price)(approx. 2450 sy)	\$ <u>7.35</u> /sy
Pavement (unit price) Approx. 280 tons	\$ <u>52.50</u> /ton

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
<u>1</u>	<u>10/30/00</u>
<u>          </u>	<u>          </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.

Completion/Delivery Date ARO: December 2000

Bidding Organization: Thrift Development Corporation

Mailing Address: PO Box 2125 Seneca, SC 29679

Signature of Bidder's Representative: 

Print Name of Bidder's Representative: Gary Thrift

Title: President Date: November 6, 2000

Telephone: (864) 882-4582 Fax: (864) 882-0808

**BID NO. 00-14**

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

**BID FORM  
OCONEE COUNTY PROCUREMENT OFFICE  
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691**

The Maple Ridge General Contractors, 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 paving and striping at hangars at the Oconee County Airport .

Fine Grade and Striping (lump sum)	\$ <u>11,000.00</u> /l.s.
Setup/compaction of base (unit price)(approx. 2450 sy)	\$ <u>44.00</u> /sy
Pavement (unit price) Approx. 280 tons	\$ <u>110.00</u> /ton

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
<u>None</u>	<u>                    </u>
<u>                    </u>	<u>                    </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.

Completion/Delivery Date ARO: 30 days

Bidding Organization: Maple Ridge General Contractors, Inc.

Mailing Address: 5 East Okaloosa Way Simpsonville, SC 29680

Signature of Bidder's Representative: 

Print Name of Bidder's Representative: Stephen E. Horvath

Title: Vice President Date: 10-31-00

Telephone: (864) 963-4747 Fax: (864) 963-4387



School District of Oconee County Administrative Offices

[www.oconee.k12.sc.us](http://www.oconee.k12.sc.us)

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

November 15, 2000

Mr. Harrison  
Oconee County Supervisor  
County Office Complex  
South Pine Street  
Walhalla, SC 29691

Dear Harrison:

I have had a request from Walhalla High School for the following stone for a Butterfly Garden:

**Two truckloads of surge stone**

If you can provide this for us, Paul Edwards, one of our employees, will haul it to Walhalla High. Please notify Mr. Bill Bostwick at Walhalla High School or our office of your decision.

Thank you very much for your assistance to us.

Sincerely,

Buddy G. Herring  
Superintendent

BGH:iow