

A G E N D A

OCONEE COUNTY COUNCIL MEETING

TUESDAY, MARCH 7, 1995

7:00 PM

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Public Hearing Regarding Resolution 95-6, "A Resolution in Support of the Issuance by the South Carolina Jobs-Economic Development Authority of its Economic Development Revenue Bonds (Greenfield Industries, Inc. Project), Pursuant to the Provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina, 1976, as Amended, in the Aggregate Principal Amount of Not Exceeding \$7,500,000"
5. Consideration of Approval of Resolution 95-6
6. Second Reading of Ordinance 95-1, "An Ordinance Authorizing The Execution And Delivery Of A Limited Assignment Of Lease Agreement By And Between Oconee County, South Carolina, and First Union National Bank Of South Carolina Relating To The Indenture Of Lease Dated June 29, 1959, By And Between Oconee County, South Carolina, And Oconee Memorial Hospital Association, Of Which Oconee Memorial Hospital, Inc. Is Successor; And An Amendment To Lease Dated December 20, 1994, By And Between Oconee County, South Carolina, And Oconee Memorial Hospital, Inc.; And Other Matters Related Thereto"
7. Consideration of Request to Use County Purchased Materials to Teach "911, How it's Done" to Elementary School Students - Mr. Robert H. Little, Sr.
8. Consideration of Request allow Department Head's Spouse to Ride in County Vehicle - Mr. Tommy Crumpton, Rock Crusher Director
9. Consideration of Resolution 95-7, "A Resolution Designating the Oconee County Board of Disabilities & Special Needs an Entity Providing Transportation to the Elderly and/or Persons With Disabilities"

AGENDA

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10. Consideration of Resolution 95-8, "A Resolution Designating the Anderson-Oconee Council on Aging as an Entity in Oconee County to provide Transportation to the Elderly and/or Handicapped" - Mr. Frank Wise, Director, Council on Aging
11. Consideration of Contract Between Oconee County & AT&T for Coin Operated Phones in the County - Ms. Marianne Dillard, Purchasing Director
12. Consideration of Request for Additional Phone Line for Probation, Parole & Pardon Services - Ms. Marianne Dillard, Purchasing Director
13. Old Business
14. New Business
15. Adjourn

6:45 pm Administrative Briefing

6:00 pm Personnel & Intergovernmental Committee Meeting for the Purpose of Discussing Proposed Use Planning Commission Ordinance

MEMBERS, OCONEE COUNTY COUNCIL

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

MINUTES, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held Tuesday, March 7, 1995 at 7:00 pm in Council Chambers with all Council Members and the County Attorney present.

Members of the press notified (by mail):
Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WBFM Radio, WCCP Radio, WZLI/WLET Radio, WYFF TV, WLOS TV & SC Black Media Group.

Press

Members of the press present: Ashton Hester - Keowee Courier, Dick Mangrum - WGOG Radio, Jennifer Barnett - Anderson Independent & Karen Peterson - Greenville News

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

Call to Order

The invocation was given by Mr. Williams.

Invocation

Mr. Hamilton made a motion, seconded by Mr. Orr, approved 5 - 0 that the minutes of the February 21, 1995 meeting be adopted as printed.

Minutes

Next on agenda was a public hearing to receive written and/or oral comments regarding Resolution 95-6, "A Resolution in Support of the Issuance by the South Carolina Jobs-Economic Development Authority of its Economic Development Revenue Bonds (Greenfield Industries, Inc. Project), Pursuant to the Provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina, 1976, as Amended, in the Aggregate Principal Amount of Not Exceeding \$7,500,000".

Public Hearing

Mr. Robert Gaillard, Planning Commission Director, commented that this is a good project and will create approximately 105 new jobs in the county.

Ms. Kathleen McKinney, Bond Counsel, McNair Law Firm, informed Council that pay back on these bonds did not place any obligation on the county.

There was no one present with written and/or oral comments regarding the adoption of this resolution.

Mr. Orr made a motion, seconded by Mr. Hamilton, approved 5 - 0 that Resolution 95-6 be adopted on first and final reading.

Res. 95-6

Mr. Orr made a motion, seconded by Ms. Burrell, approved 4 - 1 (Mr. Strickland voting against) that Ordinance 95-1, "An Ordinance Authorizing the Execution and Delivery of a Limited Assignment of Lease Agreement by and Between Oconee County, South Carolina, and First Union National Bank of South Carolina Relating to the Indenture of Lease Dated June 29, 1959, by and Between Oconee County, South Carolina, and Oconee Memorial Hospital Association, of Which Oconee Memorial Hospital, Inc. is Successor; and an Amendment to Lease Dated December 20, 1994, by and Between Oconee County, South Carolina, and Oconee Memorial Hospital, Inc.; and Other Matters Related Thereto" be adopted on second reading.

Ord. 95-1

Mr. Strickland made a motion, seconded by Mr. Hamilton, approved 5 - 0 that Mr. Robert H. Little be allowed to use materials purchased by the county to teach "911, How its Done" to elementary school students.

911

Upon request of Mr. Tommy Crumpton, Rock Crusher Director, Mr. Williams made a motion, seconded by Mr. Strickland, approved 5 - 0 that funds be taken from contingency to pay Mr. Crumpton mileage to the MASC Convention March 15-19, 1995. (See attachment)

Rock
Crusher
(Cont'cy)

Ms. Burrell made a motion, seconded by Mr. Orr, approved 5 - 0 that Resolution 95-7, "A Resolution Designating the Oconee County Board of Disabilities & Special Needs an Entity Providing Transportation to the Elderly and/or Persons with Disabilities" be adopted on first and final reading.

Res. 95-7

Mr. Orr made a motion, seconded by Mr. Strickland, approved 5 - 0 that Resolution 95-8, "A Resolution Designating the Anderson-Oconee Council on Aging as an Entity in Oconee County to Provide Transportation to the Elderly and/or Handicapped" be adopted on first and final reading.

Res. 95-8

Upon recommendation of Ms. Marianne Dillard, Purchasing Director, Mr. Hamilton made a motion, seconded by Mr. Strickland, approved 5 - 0 that the attached contract by and between Bellsouth Telecommunications, Inc. Location Provider Agreement Between Southern bell and Oconee County Government be adopted.

Coin
Operated
Phones

Mr. Williams made a motion, seconded by Ms. Burrell, approved 5 - 0 that the attached request for a phone line to serve a facsimile machine in the Probation, Parole, and Pardon Services be adopted. The cost to install the line is \$133.50 and the monthly cost is \$16.50.

Probation
Phone Line

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Mr. Strickland, Chairman of the Personnel & Intergovernmental Committee, informed Council it was the recommendation of the committee that Ordinance 95-2, "An Ordinance Creating the Oconee County Planning Commission" be adopted on first reading in title only and Ordinance 95-3, "An Ordinance Amending Ordinance 79-17 so as to Change the Name of the Commission Created There under from the Oconee County Planning and Development Commission to the Oconee Industrial Development Commission and to Provide for the Function, Powers and Duties Thereof and Other Matters Relating Thereto" be adopted on first reading in title only.

Ord. 95-2
& Ord. 95-3

This recommendation was adopted 5 - 0.

Mr. Orr, Chairman of the Roads & Transportation Committee, recommended that the attached listing of roadways be repaired as per the terms and conditions of EWP Grant at a total cost of \$392,015.37 with funds coming from line item 10 022 00150 22881. After Ms. Dillard, Purchasing Director, concurred with the recommendation, it was adopted 5 - 0.

Roads

Mr. Orr made a motion, seconded by Mr. Strickland that the county apply for federal funds in the approximate amount of \$52,000 for the repair of Cooper Roadway (PU 46) which has been damaged by heavy rainfall.

Mr. Strickland made a motion, seconded by Mr. Williams, approved 5 - 0 that the motion be amended to take \$3,780 from line item 10 022 00150 22881 for culvert to repair this roadway.

The motion, as amended, was then adopted
5 - 0.

Mr. Dennis Bauknight of Natural Resource and Community Development addressed Council regarding the possibility of the county constructing a building to house all US Department of Agriculture Offices in the county as is now required by state law. Further, Mr. Bauknight informed Council it would be ideal if the Clemson Extension Offices were in the same building for the convenience of the citizens. (See attachment)

Building

Mr. Crain assigned this request to the Purchasing, Contracting, Real Estate, Building & Grounds Committee.

The committee scheduled a meeting Thursday, March 22, 1995 at 9:00 am in Council Chambers to discuss this request.

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The Law Enforcement, Safety, Health, Welfare & Services Committee scheduled a meeting Tuesday, March 14, 1995 immediately following the special Council Meeting to view potential manned convenience center sites. LEC Meet

Mr. Hamilton made a motion, seconded by Mr. Strickland, approved 5 - 0 that the County Attorney draft a congratulatory resolution to the Seneca High School Honors Chorale who has recently been invited to attend the Nation School Boards Conference in San Francisco in April, 1995. Also that they be invited to sing at the March 21, 1995 Council Meeting. Seneca High Honors Chorale

The Purchasing, Contracting, Real Estate, Building & Grounds Committee scheduled a meeting April 4, 1995 at 6:00 pm to discuss updating the Purchasing Manual. Purchase Meet

Mr. Crain presented copies of the Contract Documents and Specifications for the Oconee County Materials Recovery Facility to Council and requested them to review the materials prior to the next Council Meeting. Council will meet in committee at 2:00 pm for HDR Engineering to brief them regarding these documents. Landfill

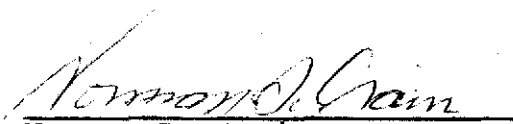
It was the consensus of Council that Ms. Evelyn Childers suggest another name for her roadway as there is already a Childress Lane in her area. Road Name

Council scheduled a meeting with Tri County Technical College Thursday, March 23, 1995 at 6:30 pm at the Blue Ridge Electric Building in Westminster to receive their budget request. Tri County

Mr. Cain, County Attorney, informed Council there is a 1966 document which may affect the county's reverter regarding the Fish Hatchery, he is looking into the matter and will keep Council informed as to his findings. Fish Hatchery

Mr. Crain asked the Purchasing, Contracting, Real Estate, Building & Grounds Committee to give him some guidance regarding baby showers, etc. being held in county buildings. Purchase Committee

Adjourn: 8:25 pm


Norman D. Crain
Supervisor-Chairman
Oconee County Council



Southern Bell

March 3, 1995
Robert H. Little
Service Manager
Norman Crane
County Manager
Oconee County
Walhalla, S. C.

Major Accounts Center
Room 506 - 400 Laurel Street
Columbia, South Carolina 29201
(803) 733-7089

RE: 911 Volunteer Program

Dear Norman;

Last year I retired from Southern Bell Telephone Company/BellSouth Telecommunications and elected to participate in a company funded volunteer program within my community. Currently, I am working with the Spartanburg County 911 instructor within the school district in that county teaching elementary third grade students "911, HOW IT'S DONE".

This program has been provided by BellSouth and is a professionally designed teaching aid for this age group. I have been well received by all the schools that we have already visited and several schools have requested the program be presented to their second grade classes.

I fully intend to continue this program for at least the next two school years, however, the travel to Spartanburg is time consuming and expensive and BellSouth does not re-emburse this cost. Spartanburg County has requested I continue this program in their area, but I have advised them I would like to work closer to home to cut down on my personal expenses if possible.

Recently, I talked with Buddy Hawks about the possibility of presenting this program in the schools within Oconee County and he suggested I contact you to have the program presented to the Oconee County Council for approval. The program would require some coordination with the local EMS, police departments, and fire departments to arrange for visits with emergency vehicles for viewing by the students. This is very well recieved by the students and teachers. Buddy also has 911 color books that would serve as a great give-away to the kids and helps promote proper 911 use.

I reside at 13043 Mohawk Path in Seneca and would like to provide this volunteer community service within my own community if possible. The program is approximately 45 minutes in length with an additional 30 minutes of viewing/touring the emergency vehicles with the students. I would be happy to present this program to your council for approval, or forward copies of letters from teachers of the schools attended with comments concerning this presentation.

I am currently in the process of lining up my calender schedule for the 1995-1996 school year and would appreciate hearing from your council as soon as possible with your decision. I am usually at my residence during the day but I do have voice mail and would be happy to return your call if I am unavailable. My telephone number is 803 885-1777 or 800 496-1777.

Thank you for your consideration in this matter. I am looking forward to hearing from you.

Sincerely,

Robert H. "Bob" Little, Sr.

BOB LITTLE presents



9-1-1

HOW

IT'S

DONE



Southern Bell

March 3, 1995

Robert H. Little
Service Manager

Norman Crane
County Manager Oconee County
Walhalla, S. C.

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Sincerely,


Robert H. "Bob" Little, Sr.

CURRENT SCHOOL PROGRAM 1994-1995

Introduction

"Captain Help Video"

"9-1-1, How It's done" classroom workbook

When to call 9-1-1

When NOT to call 9-1-1

Importance of proper street address identification (3 inch numbers)

**Hand-outs/Give-aways
(coloring books, rulers, stick-ons, etc.)**

Completion diplomas presented

Tours of Emergency vehicles

TEACHING TOOLS AVAILABLE

"Captain Help" Video
15 minutes in length
Dist. by MTI Film & video

"The 9-1-1 Man"
10 minutes in length
Dill Productions
South Central Bell

"9-1-1, How it's done" Classroom Learning Book
Produced by BellSouth Business Systems

**My name is Buzzy, and as you can see,
the telephone is a big part of me.
If danger occurs, and you need someone
just use your head, and call 9-1-1.**



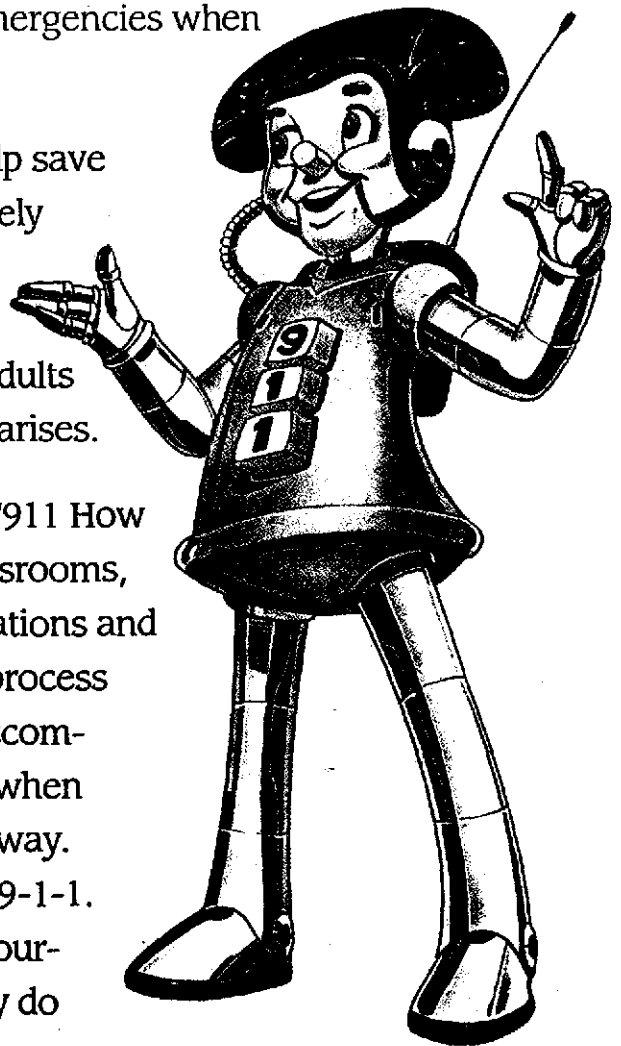
There are over 92 million households in America. Within those households, there are currently over 10 million children between the ages of two and seven. Predictably, a substantial number of these children are exposed to emergencies of one sort or another, emergencies they often have to face alone.

That's why this book was created. We wanted to make sure as many children as possible are exposed to the concept of 9-1-1 and how it can help them deal with those emergencies when there's no adult around.

We're proud of how 9-1-1 services help save lives and property. This book can definitely help children learn how to use 9-1-1 properly. In addition, we **all** benefit by increasing the number of children and adults who can sound the alarm when danger arises.

The children's learning book (entitled "911 How It's Done") is designed to be used in classrooms, daycare facilities and homes. The illustrations and text were created to make the learning process enjoyable for children. The book (and accompanying cassette) tell children how and when to use 9-1-1 in an engaging, interactive way. They also tell children when **not** to use 9-1-1. They deal with serious subjects and encourage explanation and discussion, but they do so without frightening children in the process.

Simply put, the program's goal is to make "calling 9-1-1" a natural reaction for children whenever true emergencies arise.





"Let's meet Buzzy."

"Now that we basically know about 9-1-1, let's learn a little more **in a way that will be fun.**" First introduce Buzzy. Introduce the book and the cassette. Then go through the book and repeat the book, accompanied by the cassette.

As you go through the book, let the children apply the reusable stickers in the appropriate places. Continue the hands-on approach by letting children "press" the numbers "9-1-1" on the electronic keypad when the narrative calls for it. The more often children are allowed to use the book and tape, the more potential good they can do.



Key Pad Warranty

- The limited warranty on the electronic key pad is for one year. Excluded from the warranty are the battery and any damage to the key pad that results from abuse.
- The batteries used are two (2) AG13 1.5 volts, the universal type used in watches and calculators. Under normal use, the battery should provide 8,000 to 12,000 cycles, but less if the digits 9 and 1 are held down for extra long periods.
- Keep key pad away from extreme heat, extreme cold and moisture.

SHIP TO:

Your Name

Title / Business

Address

City / State / Zip

BILL TO:

Your Name

Title / Business

Address

City / State / Zip

FORM OF PAYMENT:

Check # _____ Amount \$ _____

Credit Card Numbers

VISA # _____ Expires _____

MasterCard # _____ Expires _____

American Exp. # _____ Expires _____

Purchase Order number # _____

Signature _____

Return order form to:
P.O. Box 620417, Atlanta, Georgia 30362
Attention: "911 How It's Done" Program

Please allow 4-6 weeks for delivery.

9-1-1 MATERIALS PRICE LIST

**SAVE
10%**

...on all items
when you order
by May 31st, 1994

16-page Coloring and
Activities Book
8½" x 11"
Imprint: 5 Lines

IN AN EMERGENCY DIAL 9-1-1 Educational Activities Book (Item #KCB-37)

Quantity	150	250	500	1,000	2,500	5,000
Regular Price	59¢	55¢	52¢	47¢	45¢	39¢
You Pay	53¢	49¢	47¢	42¢	40¢	35¢

Sheet of 7
Peel-Off Stickers
3¾" x 8¾"
Imprint: 4 Lines

EMERGENCY 9-1-1 STICKERS Item #KS-2

Quantity	250	500	1,000	2,500	5,000
Regular Price	29¢	28¢	26¢	24¢	22¢
You Pay	26¢	25¢	23¢	22¢	20¢

2¾" x 8"
4-Color
Coated-Board
Imprint: 5 Lines

9-1-1 BOOKMARK Item #KM-17

Quantity	150	250	500	1,000	2,500	5,000
Regular Price	30¢	25¢	20¢	17¢	14¢	12¢
You Pay	27¢	22¢	18¢	15¢	13¢	11¢

11½" x 17"
Red and Black
Imprint: 5 Lines

9-1-1 ACTIVITY POSTER Item #KP-3

Quantity	250	500	1,000	2,500	5,000
Regular Price	32¢	20¢	18¢	16¢	14¢
You Pay	29¢	18¢	16¢	14¢	13¢

McGruff the Crime Dog's

9-1-1

So kids will know what to do



YOUR NAME OR MESSAGE HERE

Helps Make Your Community Safer

ORDER # PHC-195

NATIONAL CRIME PREVENTION COUNCIL

Phone (518) 842-4388 Fax (518) 842-1826

ACTIVITY BOOKS!
can be ordered!
AS
Five-Away!

When someone calls

Call 9-1-1

**or Operator
for help first!**

Tell the 9-1-1 operator:

• What the emergency is

• Your name

• Your address

• The phone number you
are calling from

Do not hang up

until the operator says to

hang up

STAY CALM!

DON'T PANIC!

*Sample
Disposal*

IN AN EMERGENCY

DIAL

9-1-1



When you call 9-1-1, the 9-1-1 operator will need to know:

YOUR NAME

ADDRESS

CITY

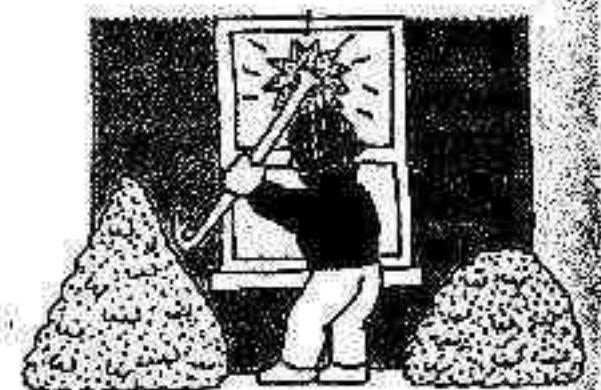
STATE

TELEPHONE NUMBER

*Sample
12345
Main Street
Anytown
CA*

REMEMBER

If you see a crime..



Call 9-1-1 and a Police Officer or Sheriff will come.



When Every Second Counts
DIAL

911

Should I call back?

Anytime you have additional information or the conditions of the emergency change, (improve or worsen), dial 911. Advise the communications specialist of the change in conditions to allow an appropriate response to those changes.

How can I remain anonymous?

When reporting certain types of information to 911, you may wish to remain ANONYMOUS. When dialing 911, advise the communications specialist answering the phone that you wish to remain ANONYMOUS.

Your address, name and phone number will not be publicly given out by radio or to the officer on ANONYMOUS CALLS. No officer will come to your residence or contact you unless you request it.

911 Hang-ups

Occasionally you or someone in your household may accidentally dial 911, DO NOT HANG UP, advise the telecommunicator that you accidentally misdialed 911.

911 hang up calls are treated as emergencies until proven otherwise.

When the communications specialist calls to check on 911 hang-ups if the line is busy, off the hook or if no one answers the phone, a law enforcement officer is dispatched to the location to verify the type of emergency.

TT Emergency Calls - 596-2001

The Spartanburg Communications/911 Center is equipped with a TT device for the deaf and hearing impaired members of our County. TT users may dial the TT direct by dialing 596-2001 or you may DIAL 911 AND TAP THE SPACE BAR SEVERAL TIMES, THE CALL WILL THEN BE TRANSFERRED TO THE 596-2001 TT number.

Dispatchers and TT users may also use the S.C. Relay Service for TT to voice communications translations. TT users may access the S.C. Relay Service by dialing 1-800-735-2905 and advising the Relay operator to call 596-2076 the 7 Digit Communications/911 Emergency Number.

Summary

911 is designed to assist the public in all types of Law Enforcement, Fire and Medical emergencies. 911 personnel will attempt to assist you during any emergency or help put you in contact with the correct emergency agency on any type of emergency call endangering life or property.

By filling out the attached form and keeping this information close to your phone will help ensure the proper response to an emergency when you, a family member, babysitter, or visitor need to DIAL 911 or access emergency services.

**When Every Second Counts
DIAL**

911



POLICE

FIRE

MEDICAL

TT EMERGENCIES 596-2001
7 Digit Emergency No. 596-2076

**SPARTANBURG
Communications Center
P.O. Box 5666
Spartanburg, S.C. 29304**

Example of locally produced emergency number brochure

When Cellular Seconds Count

DIAL

911

Cellular 911 Services

When Every Second Counts DIAL



POLICE

FIRE

MEDICAL

Summary

9•1•1 is designed to assist the public in all types of Law Enforcement, Fire and Medical emergencies. 9•1•1 personnel will attempt to assist you during any emergency or help put you in contact with the correct emergency agency on any type of emergency call endangering life or property.

Please remember that your cellular phone is a two-way radio system and unlike a fixed telephone line your location is not known. The proper and correct use of your cellular phone can shave critical life-saving minutes by having a phone on the scene.

**SPARTANBURG
Communications Center
P.O. Box 5666
Spartanburg, S.C. 29304**

7-Digit Emergency Number 596-2075

7-Digit Non-Emergency Number . 596-2222

Example of locally produced brochure for Cellular

A guide
to reporting emergencies
from your cellular phone

How can I remain anonymous?

When reporting certain types of information to 9•1•1, you may wish to remain ANONYMOUS. When dialing 9•1•1, advise the communications specialist answering the phone that you wish to remain ANONYMOUS.

Your address, name and phone number will not be publicly given out by radio or to the officer on ANONYMOUS CALLS. No officer will come to your residence or contact you unless you request it.

Cellular 9•1•1 Pitfalls

9•1•1 call is routed to the wrong County, ask to be transferred to the County where the response is needed. This type of situation is most common when dialing 9•1•1 near State or County boundary lines.

Having problems with giving an exact location or directions; take just a few seconds to look around for a street name, mile marker or landmark before dialing 9•1•1. On Interstates always indicate the direction, north, south, etc.

Know your cellular phone number, it is important for you to provide dispatchers with a call back number in case there is a problem with locating the emergency.

Dial 911



Dial 911

911 Safety Certificate

My name is _____

My age is _____

**Whenever I have a problem,
I know where to call.
Dial 9, then 1, then 1 again.**



Southern Bell
A BELL SOUTH Company

*Completion
Certificate
presented to
Student*



SPARTANBURG
COMMUNICATIONS / 911 DEPARTMENT
P.O. BOX 5686
SPARTANBURG, S.C. 29304

(803) 596-2050
FAX (803) 596-2148

November 7th, 1994

Mrs. Lisa Stokes
Guidance Counselor
Duncan Elementary School
100 S. Danzler Road
Duncan, S. C. 29334

Dear Mrs. Stokes:

First, I would like to begin by thanking you for allowing myself and Mr. Bob Little for the privilege of coming into Duncan Elementary School to present our program on 911.

Also, you have provided us with an excellent opportunity to evaluate ourselves and our program. By allowing us to present this program to two grade levels, the opportunity presents itself for us to critique our program.

Spartanburg Communications/911 would like for you to have the second grade teacher (Mrs. Wood), and a third grade teacher, or yourself, evaluate the program from the second grade standpoint and the third grade standpoint. I would appreciate any comments, positive or negative to the program as presented. Also, if the program was possibly above the second grade level or below the third grade level. Any comments and recommendation for future classes would be appreciated.

Again, let me thank you for allowing us the opportunity to come into your school and present this program.

Respectfully,


Keith Lee
Public Education & Training Coordinator

COWPENS ELEMENTARY SCHOOL

A National School of Excellence

THOMAS E. ABBOTT, PH.D.
Principal

P.O. BOX 828
941 FOSTER STREET
COWPENS, SOUTH CAROLINA 29330
TELEPHONE (803) 463-3300

November 21, 1994

Mr. Keith Lee
Spartanburg Communications/911
180 Magnolia Street
Spartanburg, SC 29301

Cowpens Elementary School
SCHOOL DISTRICT NO. 8 OF SPARTANBURG COUNTY
OFFICE OF THE PRINCIPAL
DUNCAN, SOUTH CAROLINA

RECEIVED

NOV 21 1994

Spartanburg City / County
Communications Dept.

NOVEMBER 11, 1994

MR. KEITH LEE
SPARTANBURG COMMUNICATIONS
BOX 5666
SPARTANBURG, S.C. 29304

RECEIVED

NOV 16 1994

Spartanburg City / County
Communications Dept.

COMMENTS FROM THIRD GRADE TEACHERS:

- . VIDEO GREAT
- . PRESENTATION VERY INFORMATIVE
- . PRESENTERS CONGENIAL
- . AMBULANCE TOUR GOOD (ESPECIALLY WELLFORD)
- . OVER-ALL, EXCELLENT PROGRAM
- . PARTICIPATION GOOD
- . BOOK ENJOYED BY ALL

Mr. Lee and Mr. Little,
I thank you so much
for sharing information with
our students here at Bureau
Elementary School. I feel these
students will be better prepared
in emergency situations after
seeing your program. Thanks
Sincerely, Joe Little

11-4-94

11-1-94

Dear Mr. Lee,
Thank you for
taking time out to
come and visit our
school. Your talk and
videos were very helpful
and it added some
professionalism to our
safety unit. Please
thank your friend; also.
Sincerely, Janet Stenberg

Reidwell Elm.

Oconee County Rock Quarry

686 Rock Crusher Road
Walhalla, SC 29691

(803) 638-4214

Thomas S. Crumpton
Director

Martha Presswood
Adm. Assistant

February 28, 1995

Mr Norman Crain, Chairman
Oconee County Council
208 Booker Drive
Walhalla SC 29691

Dear Mr. Chairman and Council,

I request permission to allow my wife, Betty Crumpton, to ride with me in County vehicle 102.7 to attend the MASC convention, March 15-19, 1995. If this is not suitable, then I request that I be allowed to drive my personnel vehicle and be reimbursed \$.20 per mile for the trip. Thank you for your consideration.

Sincerely,

Thomas S. Crumpton, Jr.
Thomas S. Crumpton, Jr.

**OCONEE COUNTY BOARD OF
DISABILITIES AND SPECIAL NEEDS
TRIBBLE CENTER**

**116 South Cove Rd
Seneca, South Carolina 29672
(803) 882-6347**

**Tommy Chewning
Day Program Director**

**Jerry C. Mize
Executive Director**


February 24, 1995

Mr. Norman Crain
Supervisor Chairman,
Oconee County Council
208 Booker Drive
Walhalla, SC 29691

Dear Mr. Crain:

The Oconee County Board of Disabilities and Special Needs, more commonly known as the Tribble Center, is currently applying for grants for two new 15-passenger vans through the S.C. Department of Transportation. Your assistance is needed in this process. Please complete and then sign the enclosed form and return to me in the enclosed envelope by March 20th, 1995. Thank you for your assistance.

Sincerely,


Tommy Chewning
Director of Day Programs

Enc.
TC/mpw

OCONEE COUNTY COUNCIL

RESOLUTION 95-7

THE **Oconee County Council** herewith designates the **Oconee County Board of Disabilities and Special Needs** as an entity in Oconee County to provide transportation to elderly and/or persons with disabilities. We further state the applicant is one of the providers in this geographic area that is or will be providing transportation services to particular sectors of the elderly and/or persons with disabilities.

ADOPTED & APPROVED on first and final reading this 7th day of March, 1995 by a vote of:

_____ :YES

_____ :NO

Norman D. Crain
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk

OCONEE COUNTY COUNCIL

RESOLUTION 95-8

The Oconee County Council herewith designates Anderson-Oconee Council on Aging, Inc. as an entity in Oconee County to provide transportation to the elderly and /or handicapped.

We further state that the applicant is one of the providers in this geographic area that is or will be providing transportation services to particular sectors of the elderly and/or handicapped.

Approved and adopted on first and final reading this _____
day of _____ 1995.

Norman D. Crain
Supervisor - Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk

State of South Carolina

Department of Probation, Parole, and Pardon Services



DAVID M. BEASLEY
Governor

WILLIAM E. GUNN
Director

2221 DEVINE STREET, SUITE 600
POST OFFICE BOX 50666
COLUMBIA, SOUTH CAROLINA 29250
Telephone: (803) 734-9220
Facsimile: (803) 734-9440

February 28, 1995

RECEIVED
MAR 02 1995
OCONEE COUNTY
PURCHASING DEPT.

Oconee County Purchasing Dept.
ATTN: Jenny Peay
208 Booker Drive
Walhalla, SC 29691

Dear Ms. Peay:

Per your conversation with Mr. Bill Frederick, Procurement Officer, we are requesting the installation of one (1) additional telephone line for a fax machine for our county office located at 13 Short Street, County Courthouse Annex.

I have attached Purchase Order #8621 according to the prices you quoted Mr. Frederick. If there are any questions, please do not hesitate to give me a call.

Sincerely,


Judy Kennerly
Procurement Manager

Attachment

c: Gene Sewell, Regional Director
Lucy Murr, Agent In Charge - Oconee
Finance



**SOUTH CAROLINA
PROBATION, PAROLE AND PARDON SERVICES**

PURCHASE ORDER

PURCHASE ORDER NO.

003521

DATE: 2/23/95

THIS NUMBER MUST APPEAR ON ALL
CORRESPONDENCE AND PACKAGES
CONCERNING THIS P.O.

VENDOR
OCONEE COUNTY
PURCHASING DEPT
203 BOOKER DR
WALHALLA

CODE 576000391

F.O.B. DEST.

SHIP OR DELIVER TO: **CODE** 37
SC PROB, PAROLE & PARDON SV.
13 SHORT STREET
COUNTY COURTHOUSE ANNEX
WALHALLA SC 29691

PREPAY FREIGHT AND
ADD TO INVOICE

OTHER _____

01037 SCAS 50216.04

ACCOUNTING INFORMATION
132.50

PAYMENT TERMS:

CASH DISCOUNT WILL BE
COMPUTED FROM DATE
OF RECEIPT OF INVOICE
OR MATERIAL WHICH
EVER IS LATER.

Invoice in triplicate to
South Carolina
Probation, Parole and Pardon Services
P.O. Box 50666
Columbia, S.C. 29250

CODE 111700

PRICE IS FAIR AND REASONABLE.

Policies and Procedures of S.C.

Consolidated Procurement Code have been complied with.

REQUISITIONED BY:

**CAPITALIZE
YES(Y)/NO(N)**

SEWELL

N

CONTRACT NUMBER NON-CONTROLLABLE

ITEM NO.	QUANTITY	UNIT OF MEAS.	COMMODITY CODE	ARTICLE OR SERVICE DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1.0	JOB		INSTALLATION OF TELEPHONE LINE FOR FAX MACHINE.	\$2.50	\$2.50
2	1.0	JOB		INSIDE WIRING FOR JACK ESTIMATED	\$50.00	\$50.00
				ESTIMATED MONTHLY LINE CHARGE @ 16.50 PER MONTH		
				PRICES QUOTED BY JENNY PEAY COUNTY OF OCONEE.		
PURCHASE ORDER TOTAL						133.50

GOODS OR SERVICES RECEIVED (EXCEPT AS NOTED) ON DATE

DATE: _____ PARTIAL _____
BY: _____ COMPLETE _____

Julia O. Kennedy
PROCUREMENT OFFICER

DISTRIBUTION: WHITE COPY-VENDOR, BLUE COPY-ACCOUNTING, GREEN COPY-PURCHASING FILE, CANARY COPY-FINANCE RECEIVING PINK COPY-PROCUREMENT RECEIVING

REC. 2-28-95

UNITED STATES
DEPARTMENT OF
AGRICULTURE

Consolidated
Farm Service
Agency

301B W. South Broad St.
Walhalla, S.C. 29691-2102
February 27, 1995

Mr. Norman Crain
Oconee County Supervisor
County Mail Room
Walhalla, SC 29691

Dear Mr. Crain:

Recent Federal legislation requires that all United States Department of Agriculture Service agencies in a county be located under one roof to meet the objective of "one stop shopping".


There are currently three of these services agencies located in Oconee County: Consolidated Farm Service Agency (CFSA), formerly Agricultural Stabilization and Conservation Service (ASCS); Natural Resource and Conservation Service (NRCS), formerly Soil Conservation Service; and Rural Economic and Community Development (RECD), formerly Farmers Home Administration (FmHA). Currently CFSA and NRCS are located in the County Agricultural Building which is county owned. Space is not available in this building to accommodate RECD which is currently leasing privately owned space. Approximately 3000 square feet of office space with a common entrance and common counter area preferable is needed for the three agencies to be located under one roof.

CFSA and NRCS has appreciated a long-standing relationship with the County and would like to continue to do so with the three agencies. We understand that for the County to continue to accommodate all three agencies, space may have to be constructed. If the County sees fit to provide adequate space, the three agencies would be prepared to enter a leasing agreement with the County and pay a fair rate in comparison with the cost of leasing space from private landlords.

Also in our meeting with you earlier, it was mentioned that RECD may be able to provide some financing for a facility that could be used partially to house the three agencies. Enclosed is an amortization table and some information concerning financing from RECD.

Thank you for your meeting with our agency representative earlier and we look forward to hearing from you as to how we may pursue our request stated above.

Sincerely,



Beth D. Burton
Consolidated Farm Service Agency



Dennis Bauknight
Natural Resource and Conservation Service



Larry Durham
Rural Economic and Community Development

United States
Department of
Agriculture

Rural Economic
and Community
Development

128 Scenic Plaza Drive
West Union, SC 29696
(803) 638-2424

February 24, 1995

Subject: Amortization Table - Estimated Payment Schedule

TO: Mr. Norman Crain
County Supervisor
Oconee County

Community Facility Loan Intermediate Rate 5.250%
Effective as of December 1, 1994

Using Estimated \$500,000 Loan

Monthly for 20 years
\$3370.00 x 240 months = \$808,800.00
Monthly for 30 years
\$2765.00 x 360 months = \$995,400.00
Monthly for 40 years
\$2495.00 x 480 months = \$1,197,600.00

Quarterly for 20 years
\$10,135.00 x 80 payments = \$810,800.00
Quarterly for 30 years
\$8300.00 x 120 payments = \$996,000.00
Quarterly for 40 years
\$7495.00 x 160 payments = \$1,199,200.00

Semiannual for 20 years
\$20,340.00 x 40 payments = \$813,600.00
Semiannual for 30 years
\$16,645.00 x 60 payments = \$998,700.00
Semiannual for 40 years
\$15,015.00 x 80 payments = \$1,201,200.00

Annual payments for 20 years
\$40,980.00 x 20 payments = \$819,600.00
Annual payments for 30 years
\$33,460.00 x 30 payments = \$1,003,800.00
Annual payments for 40 years
\$30,145.00 x 40 payments = \$1,205,800.00

Should additional information be needed, please advise.


Larry C. Durham
County Supervisor

RURAL ECONOMIC AND COMMUNITY DEVELOPMENT SERVICE (RECD)
(formerly Farmers Home Administration /
Rural Development Administration)
SOUTH CAROLINA

**FINANCING FOR SMALL MUNICIPAL AND RURAL
COMMUNITY FACILITY PROJECTS**

(as of 6/1/1995)

The Rural Economic and Community Development Service (RECD), formerly Farmers Home Administration/Rural Development Administration, is an agency of the United States Department of Agriculture. *Guaranteed Loans and Direct Loans* are available through RECD.

Rural communities and small incorporated towns/cities not larger than 20,000 based on the latest decennial population census of the United States are eligible to apply.

To qualify applicants must be unable to obtain the financing from other sources and/or their own resources at rates and terms they can afford.

Public bodies and nonprofit corporations can be eligible applicants.

Funds can be used for construction, land acquisition, legal fees, architect fees, capitalized interest, equipment, initial operation and maintenance costs, project contingencies, and any other cost that is determined by RECD to be necessary for the completion of the project. The attached Exhibit A lists many of the kinds of projects that can be financed with Community Facility loans.

Interest Rates:

Guaranteed Loans - As negotiated by private lender and applicant and determined by RECD to be reasonable. May be a fixed or floating rate.

Direct Loans - Three categories:

Market Rate - Available to applicants whose Median Household Income (MHI) of service area is greater than the non-metropolitan MHI of South Carolina (\$26,378).

Intermediate Rate - Available to applicants whose MHI is not more than the non-metropolitan MHI (\$26,378) of South Carolina and who otherwise do not qualify for the poverty rate.

* Two percent increase in interest rate may be assessed when project is built on prime farmland. This can be waived for public bodies when there are no suitable alternate sites.

Poverty Rate - Available to applicants whose MHI is below the latest established nationwide poverty level MHI (\$14,800) or below 80 percent of the non-metropolitan MHI of South Carolina (80% of \$26,378 = \$21,102) and there are existing health/sanitation conditions that would be alleviated with the proposed project so as to comply with regulatory agencies' established standards. The health/sanitation provisions do not apply to health care and related facilities that provide direct health care to the public.

Rates are subject to change quarterly (January 1, April 1, July 1, October 1). The market rate is based on the performance of the Bond Buyer Index. The poverty rate is currently set at 4.5 percent. The intermediate rate is set halfway between the poverty and market rates but not to exceed 7 percent. Rates are fixed and the maximum rate is established at the time the loan is approved. If rates drop by the time the loan is closed, the applicant is afforded the opportunity to receive the lower rate.

Repayment Terms: Up to 40 years for both direct and guaranteed loans based on applicant's authority and life expectancy of the system.

Security – Guaranteed and Direct Loans:

Public Bodies - Revenue Bonds, General Obligation Bonds, Special Assessment Bonds. Non-Profit Corporations - Promissory Notes, Real Estate Mortgages, Financing Statements, Security Agreements. Security instruments for guaranteed loans must be taxable issues.

Maximum Amounts:

Direct Loans - may be obtained for 100 percent of eligible project costs subject to adequate security, ability to repay, applicant's authority to borrow, and availability of funds.

Guaranteed loans - same as for direct loans as determined by private lender and approved by RECD. However, the RECD guarantee cannot exceed 90 percent of the loan and the Agency prefers that it not exceed 80 percent.

There are no RECD grant funds available to supplement RECD Community Facility loan funds.

Eligibility of an applicant can be determined by filing a preapplication package with the appropriate RECD District Office. Eligible applicants will be invited to file application dockets subject to the availability of funds. Personnel will directly assist the applicant in the preparation of the loan/grant application docket. After eligibility is determined but prior to the development of the application docket, we must be able to satisfactorily--

1. review and approve the preliminary architectural report
2. review and approve the architectural agreement
3. complete the environmental review and assessment of the project impact on the human environment to include the applicant's required advertisements and notifications to interested parties.

4. any other item that is related to the above three items or is pertinent in being able to determine project feasibility.

Application should be made at the RECD District Office. The District Office staff will be glad to discuss services available from RECD and explain how to prepare a written application.

South Carolina has RECD District Offices in:

Florence	803-667-6831
St. George	803-563-3365
Aiken	803-648-3554

EXAMPLES OF COMMUNITY FACILITIES

TYPES OF SERVICE

Community Health Care (in conjunction with the Department of Health and Human Services)

Cultural & Educational

Energy Transmission & Distribution

Fire Rescue & Public Safety

TYPE OF FACILITY

Dental Clinic
Nursing Home
Outpatient Care
Physicians Clinics

All Purpose Building - College Campus
Educational Camp for Physical and Mentally Handicapped
Library
Museum
Nursery School
Open Air Theater
Public School
School Maintenance & Equipment Service Center
Senior Citizen Center
Vocational School

Electrical Equipment Maintenance Building
Electrical Service
Low Head-Hydroelectric Plants
Natural Gas Distribution

Civil Defense Building
Communications Center
Fire Department
Fire Trucks
Jail
Mobile Communications Center
Multiservice - Fire/Rescue
Police Station
Rescue & Ambulance Service
Rescue & Ambulance Service Equipment Building

Health Care

Boarding Home for Elderly
(Ambulatory Care)
Dental Clinic
Hospital (General & Surgical)
Medical Rehabilitation Center
Nursing Home
Outpatient Care
Physicians Clinics
Vocational Rehabilitation
Center

Other Facilities

Agricultural Fairgrounds
Animal Shelter
Bridges-Roads
Cemetery
County Canning Facility
Dike
Oceanfront Protection
Parking Lot
Social Services Building
Sprinkler System

Public Building & Improvements

Adult Day Care Center
Child Day Care Center
City Hall
Community Health Department
Office Building
Community Center
County Courthouse
Courthouse Annex
Data Processing Center
Heating Plant for Public Buildings
Home for Delinquents
Public Maintenance Building

Transportation

Airport Hanger
Bridge
City Airport
Municipal & County Garage
Off street Parking
School Buses
Sidewalks
Street Improvement
Street Maintenance Equipment

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

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

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

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

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

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

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

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

V. Location Provider Agrees To:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BELLSOUTH TELECOMMUNICATIONS, INC.

LOCATION PROVIDER

(SIGNATURE)

(SIGNATURE)

(PRINTED NAME)

(PRINTED NAME)

(TITLE)

(TITLE)

(DATE)

(DATE)

government subscribing to the service. State and local taxes do not apply to the 911 charge billed to the telephone subscriber.

(D) Service suppliers that collect 911 charges on behalf of the local government are entitled to retain two percent of the gross 911 charges remitted to the local government as an administrative fee. The service supplier shall remit the remainder of charges collected during the month to the fiscal offices of the local government. The 911 charges collected by the service supplier must be remitted to the local government within forty-five days of the end of the month during which such charges were collected and must be deposited by and accounted for by the local government in a separate restricted fund known as the "emergency telephone system fund" maintained by the local government. The local government may invest the money in the fund in the same manner that other monies of the local government are invested and income earned from the investment must be deposited into the fund. Monies from this fund are totally restricted to use in the 911 system.

(E) The "emergency telephone system" fund must be included in the annual audit of the local government in accordance with guidelines issued by the state auditor's office. A report of the audit must be forwarded to the state auditor within sixty days of its completion, and a copy sent to DIRM.

(F) Fees collected by the service supplier pursuant to this section are not subject to any tax, fee, or assessment, nor are they considered revenue of the service supplier.

HISTORY: 1991 Act No. 245, § 1, eff October 1, 1991.

§ 23-47-60. Addressing.

(A) Local government, upon approval for implementation of a 911 system, shall standardize addressing within its area according to service supplier procedures. Enhanced 911 must not be placed in service until eighty-five percent of the residents have been provided with a standardized address by the local government. Those residents who do not have a standardized address provided by the local government will be placed in the service supplier's error file. Upon activation by enhanced 911 for the public, the service supplier's error file rate must not exceed one percent.

(B) Addressing costs are limited solely to establishing and maintaining addressing for a 911 system.

(C) Addressing must meet the following criteria:

- (1) New street names assigned must not duplicate or be similar to an existing street name within the local government's geographical area.
- (2) Existing duplicate street names must be changed as necessary by the local government to ensure efficiency of the emergency response system.
- (3) Each house, building, or other occupied structure must be assigned a separate number. A number or alphabetical letter must be assigned for each separate occupant within a building or other occupied structure. Examples include apartments, companies, etc.
- (4) Written notification of the proper address of each house, building, or structure must be given to its owner, occupant, or agent in all instances where a new number has been assigned. Existing streets and addresses must receive verification of the correct address.

OCONEE COUNTY
NO. 5

ITE NO.	LOCATION	CULVERT SIZES	COST PER FOOT	CULVERT COST	LABOR TO INSTALL	RIP-RAP TONS	RIP-RAP LABOR	TOTAL COST	
53	TU-143 WELDON RD	81"x59"x40'	65.99	\$ 2771.58	\$ 1250.00	150	\$ 3000.00	\$ 7021.58	BAD PIPE
54	TU-74 KEN PAT ACRES RD	48"x40	24.00	1008.00	1250.00	100	2000.00	4258.00	BAD PIPE
55	CE-98 DOGWOOD LN	48"x40'	24.00	1008.00	1250.00	100	2000.00	4258.00	BAD PIPE
56	TU-37 COBB BRIDGE	REPAIR SLOPE	-----	-----	-----	50	1000.00	1000.00	BAD PIPE
57	WA-43 BURKETT RD	15"x40'	-----	-----	500.00	-----	500.00	1000.00	BAD PIPE
58	WA-43 BURKETT RD	48"x60'	24.00	1512.00	1250.00	250	5000.00	7762.00	BAD PIPE
59	WA-142 JANDA RD	48"x60'	24.00	1512.00	1250.00	225	4500.00	7262.00	BAD PIPE
60	WA-142 JANDA RD	18"x50'	-----	-----	500.00	-----	-----	500.00	BAD PIPE
61	WA-177 KARMON DR	36"x50'	18.00	945.00	1250.00	100	2000.00	4195.00	BAD PIPE
62	SE-230 MORNING- GLORY DR	48"x40'	24.00	1008.00	1250.00	150	3000.00	5258.00	BAD PIPE
63	SE-125 CREEK SIDE DR	48"x60'	24.00	1512.00	1250.00	200	4000.00	6762.00	BAD PIPE
64	CE-24 MARRETT RD	142"x91"x50'	153.0	8032.50	2000.00	300	6000.00	16032.50	BAD PIPE
65	WA-106 S SPRING ST	-----	---	-----	2500.00	-----	-----	2500.00	CLEAN BANKS, CU ESTABLISH DITCH
				\$ 110,315.37	\$ 70,200.00	10,225	\$ 202,500.00	\$ 392,015.37	

OCONEE COUNTY
NO. 5

ST L BT	CULVERT COST	LABOR TO INSTALL	RIP-RAP TONS	RIP-RAP LABOR	TOTAL COST	PROBLEM
99	\$ 2771.58	\$ 1250.00	150	\$ 3000.00	\$ 7021.58	BAD PIPE
00	1008.00	1250.00	100	2000.00	4258.00	BAD PIPE
00	1008.00	1250.00	100	2000.00	4258.00	BAD PIPE
--	-----	-----	50	1000.00	1000.00	BAD PIPE
--	-----	500.00	----	500.00	1000.00	BAD PIPE
00	1512.00	1250.00	250	5000.00	7762.00	BAD PIPE
00	1512.00	1250.00	225	4500.00	7262.00	BAD PIPE
--	-----	500.00	----	-----	500.00	BAD PIPE
00	945.00	1250.00	100	2000.00	4195.00	BAD PIPE
00	1008.00	1250.00	150	3000.00	5258.00	BAD PIPE
0	1512.00	1250.00	200	4000.00	6762.00	BAD PIPE
.0	8032.50	2000.00	300	6000.00	16032.50	BAD PIPE
	-----	2500.00	----	-----	2500.00	CLEAN BANKS, CUT SLOPES AND ESTABLISH DITCH LINES

\$110,215.37 \$70,000.00 10,225 \$202,500.00 \$292,015.37

OCONEE COUNTY
NO. 5

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

ST R OT	CULVERT COST	LABOR TO INSTALL	RIP-RAP TONS	RIP-RAP LABOR	TOTAL COST	PROBLEM
.33	2575.86	1250.00	150	3000.00	6825.86	BAD PIPE
.00	1512.00	1250.00	150	3000.00	5762.00	BAD PIPE
--	-----	1500.00	150	3000.00	4500.00	DIG OUT AND REPAIR N.E. CORNER
.33	3219.82	1250.00	200	4000.00	8469.82	BAD PIPE
.33	1777.86	1250.00	150	3000.00	6027.86	BAD PIPE
.00	756.00	1250.00	75	1500.00	3506.00	BAD PIPE
.99	2771.58	1250.00	200	1500.00	5521.58	BAD PIPE
--	-----	1500.00	-----	-----	1500.00	INSTALL DRAINAGE DITCH
.99	2771.58	1250.00	200	4000.00	8021.58	BAD PIPE
.33	2575.86	1250.00	250	5000.00	8825.86	BAD PIPE
.33	3219.82	1250.00	250	5000.00	9469.82	BAD PIPE
.00	1260.00	1250.00	250	5000.00	7510.00	BAD PIPE
.33	1777.86	1250.00	150	3000.00	6027.86	BAD PIPE

OCONEE COUNTY
NO. 5

SITE NO.	LOCATION	CULVERT SIZES	COST PER FOOT	CULVERT COST	LABOR TO INSTALL	RIP-RAP TONS	RIP-RAP LABOR	TOTAL COST	
14	CE-111 N GRANT RD	48"x60'	24.00	1512.00	1250.00	200	4000.00	6762.00	BAD PIPE
15	SE-80 DOGAN DR	72"x40'	61.33	2575.86	1250.00	200	4000.00	7825.86	BAD PIPE
16	SE-382 E LONSDALE ST	48"x60'	24.00	1512.00	1250.00	300	6000.00	8762.00	BAD PIPE
17	SE-103 OWENS RD	48"x60'	24.00	1512.00	1250.00	300	6000.00	8762.00	BAD PIPE
18	CE-79 CONNERS BLVD	-----	---	-----	750.00	---	-----	750.00	DIG AND REPAIR ROA
19	CE-84 SHELOR FERRY RD	60"x40'	35.10	2314.20	1250.00	350	7000.00	10564.20	BAD PIPE
20	TU-24 PUMP HOUSE RD	REPAIR PIPE	---	-----	500.00	200	4000.00	4500.00	BAD PIPE
21	WA-105 SIMS CR	48"x40'	24.00	1008.00	1250.00	150	3000.00	5258.00	BAD PIPE
22	TU-7 CAMP RD	-----	---	-----	2500.00	-----	-----	2500.00	CLEAN UP DEBRIS FR AND LEVEL SITES
23	TU-37 COBB BRIDGE R	24"x50'	---	-----	1250.00	200	4000.00	5250.00	BAD PIPE
24	TU-37 COBB BRIDGE R	18"x50'	---	-----	500.00	---	-----	500.00	BAD PIPE
25	TU-37 COBB BRIDGE R	48"x50'	24.00	1260.00	1250.00	175	3500.00	6010.00	BAD PIPE
26	TU-37 COBB BRIDGE R	REPAIR PIPE & SLOPE	---	-----	500.00	200	4000.00	4500.00	BAD PIPE

OCONEE COUNTY
NO. 5

COST PER FOOT	CULVERT COST	LABOR TO INSTALL	RIP-RAP TONS	RIP-RAP LABOR	TOTAL COST	PROBLEM
4.00	1512.00	1250.00	200	4000.00	6762.00	BAD PIPE
1.33	2575.86	1250.00	200	4000.00	7825.86	BAD PIPE
4.00	1512.00	1250.00	300	6000.00	8762.00	BAD PIPE
4.00	1512.00	1250.00	300	6000.00	8762.00	BAD PIPE
---	-----	750.00	---	-----	750.00	DIG AND REPAIR ROAD
5.10	2314.20	1250.00	350	7000.00	10564.20	BAD PIPE
---	-----	500.00	200	4000.00	4500.00	BAD PIPE
00	1008.00	1250.00	150	3000.00	5258.00	BAD PIPE
---	-----	2500.00	-----	-----	2500.00	CLEAN UP DEBRIS FROM BERYL EWP CONTRACTS AND LEVEL SITES
---	-----	1250.00	200	4000.00	5250.00	BAD PIPE
---	-----	500.00	---	-----	500.00	BAD PIPE
00	1260.00	1250.00	175	3500.00	6010.00	BAD PIPE
---	-----	500.00	200	4000.00	4500.00	BAD PIPE

OCONEE COUNTY
NO. 5

SITE NO.	LOCATION	CULVERT SIZES	COST PER FOOT	CULVERT COST	LABOR TO INSTALL	RIP-RAP TONS	RIP-RAP LABOR	TOTAL COST	
27	TU-4 SULLIVAN RD	36"x40'	18.00	\$ 756.00	\$ 1250.00	100	\$ 2000.00	\$ 4006.00	CAVED IN BAD PI
28	PU-23 BRASSTOWN R	18"x40'	-----	-----	800.00	-----	-----	800.00	RUSTED OUT BAD
29	PU-23 BRASSTOWN R	48"x40'	24.00	1008.00	1250.00	100	2000.00	4258.00	CAVED IN & BAD
30	PU-23 BRASSTOWN R	48"x50'	24.00	1260.00	1250.00	125	2500.00	5010.00	PULLED APART AT
31	PU-23 BRASSTOWN R	48"x40'	24.00	1008.00	1250.00	150	3000.00	5258.00	RUSTED OUT, PUL
32	PU-23 BRASSTOWN R	48"x40'	24.00	1008.00	1250.00	100	2000.00	4258.00	PULLED APART AT
33	PU-23 BRASSTOWN R	48"x 40'	24.00	1008.00	1250.00	100	2000.00	4258.00	PULLED APART AT
34	PU-23 BRASSTOWN R	48"x40'	24.00	1008.00	1250.00	150	3000.00	5258.00	CAVED IN; RUSTE
35	PU-23 BRASSTOWN R	48"x50'	24.00	1260.00	1250.00	150	3000.00	5510.00	PULLED APART AT
36	WA-3 LAKE JEMIKI RD	142"x91"x 80'	153.0	12852.00	4000.00	400	8000.00	24852.00	2 PIPES IN BOTH RUSTED AND PULL
37	WA-3 LAKE JEMIKI RD	142"x91"x40'	153.0	6426.00	2000.00	200	4000.00	12426.00	PIPE PULLED APA
38	CE-5 THEO MARTIN RD	48"x60'	24.00	1512.00	1250.00	125	2500.00	5262.00	PIPE PULLED APA AND RUSTED OUT
39	CE-5 THEO MARTIN	112"x75" arch 50' long	106.03	5566.58	1250.00	250	5000.00	11816.58	RUSTED OUT BOTT

OCONEE COUNTY
NO. 5

COST PER FOOT	CULVERT COST	LABOR TO INSTALL	RIP-RAP TONS	RIP-RAP LABOR	TOTAL COST	PROBLEM
3.00	\$ 756.00	\$ 1250.00	100	\$ 2000.00	\$ 4006.00	CAVED IN BAD PIPE
-----	-----	800.00	-----	-----	800.00	RUSTED OUT BAD PIPE
4.00	1008.00	1250.00	100	2000.00	4258.00	CAVED IN & BAD PIPE
4.00	1260.00	1250.00	125	2500.00	5010.00	PULLED APART AT JOINT
4.00	1008.00	1250.00	150	3000.00	5258.00	RUSTED OUT, PULLED APART AT JOINT
4.00	1008.00	1250.00	100	2000.00	4258.00	PULLED APART AT JOINT
4.00	1008.00	1250.00	100	2000.00	4258.00	PULLED APART AT JOINT; RUSTED OUT BOTT
4.00	1008.00	1250.00	150	3000.00	5258.00	CAVED IN; RUSTED OUT BOTTOM
4.00	1260.00	1250.00	150	3000.00	5510.00	PULLED APART AT JOINT
3.00	12852.00	4000.00	400	8000.00	24852.00	2 PIPES IN BOTH ARE BAD RUSTED AND PULLED APART AT JOINT
3.00	6426.00	2000.00	200	4000.00	12426.00	PIPE PULLED APART AT JOINT
4.00	1512.00	1250.00	125	2500.00	5262.00	PIPE PULLED APART AT JOINT AND RUSTED OUT BOTTOM
3.00	5566.58	1250.00	250	5000.00	11816.58	RUSTED OUT BOTTOM

OCONEE COUNTY
NO. 5

LOCATION	CULVERT SIZES	COST PER FOOT	CULVERT COST	LABOR TO INSTALL	RIP-RAP TONS	RIP-RAP LABOR	TOTAL COST	
CE-5 THEO MARTIN	81"x59"x40'	65.99	\$ 2771.58	\$ 1250.00	200	\$ 4000.00	\$ 8021.58	PIPE PULLED APART
SE-65 E PERKINS CREEK RD	112"x70"arch 40' long	106.03	4453.26	1250.00	125	2500.00	8203.26	PIPE PULLED AT JOI RUSTED OUT BOTTOM
SE-64 N PERKINS CREEK RD	81"x59"x40'	65.99	2771.58	1250.00	150	3000.00	7021.58	TWIN PIPES; CONCRE AND BROKEN SECTION
KE-21 BENNETTS- VILLE RD	-----	-----	-----	-----	250	5000.00	5000.00	TO BUILD SHOULDER
WA-26 WADE TAYLOR RD	84"x50'	75.00	3937.50	1250.00	300	6000.00	11187.50	RUSTED OUT BOTTOM
WA-134 HILLSIDE DR	48"x50'	24.00	1260.00	1250.00	150	3000.00	5510.00	BAD PIPE; RUSTED O PIPE PULLED AT JOI
SE-121 CORINTH DR	-----	-----	-----	750.00	-----	-----	750.00	CONSTRUCT DITCH AP AND BUILD SHOULDER
SE-133 GARDEN CIR	-----	-----	-----	-----	300	6000.00	6000.00	SLOPE PROTECTION T FOR PROTECTION OF
SE-275 WETODA RD	48"x40'	24.00	1008.00	1250.00	150	3000.00	5258.00	BAD PIPE AND TOO S
SE-277 SMITTYS LN	-----	-----	-----	500.00	-----	-----	500.00	CONSTRUCT DITCH TO OF HOUSE AND TRAIL
TU-1 STRIBBLING SHOALS RD	96"x15'	101.50	1598.63	750.00	300	6000.00	8348.63	PIPE TOO SHORT AND
TU-4 SULLIVAN RD	36"x50'	18.00	945.00	1250.00	75	1500.00	3695.00	BAD PIPE
TU-143 WELDON RD	72"x40'	61.33	2575.86	1250.00	200	4000.00	7825.86	BAD PIPE

CULVERT COST	LABOR TO INSTALL	RIP-RAP TONS	RIP-RAP LABOR	TOTAL COST	PROBLEM
\$ 2771.58	\$ 1250.00	200	\$ 4000.00	\$ 8021.58	PIPE PULLED APART A JOINT
4453.26	1250.00	125	2500.00	8203.26	PIPE PULLED AT JOINT AND RUSTED OUT BOTTOM
2771.58	1250.00	150	3000.00	7021.58	TWIN PIPES; CONCRETE JOINTS APART AND BROKEN SECTIONS
-----	-----	250	5000.00	5000.00	TO BUILD SHOULDER AND PROTECT PIPE
3937.50	1250.00	300	6000.00	11187.50	RUSTED OUT BOTTOM
1260.00	1250.00	150	3000.00	5510.00	BAD PIPE; RUSTED OUT BOTTOM PIPE PULLED AT JOINT
-----	750.00	-----	-----	750.00	CONSTRUCT DITCH APPROX 300FT AND BUILD SHOULDER
-----	-----	300	6000.00	6000.00	SLOPE PROTECTION TO BUILD SHOULDER FOR PROTECTION OF PUBLIC
1008.00	1250.00	150	3000.00	5258.00	BAD PIPE AND TOO SMALL
-----	500.00	-----	-----	500.00	CONSTRUCT DITCH TO PREVENT FLOODING OF HOUSE AND TRAILER
1598.63	750.00	300	6000.00	8348.63	PIPE TOO SHORT AND NO SHOULDER
945.00	1250.00	75	1500.00	3695.00	BAD PIPE
2575.86	1250.00	200	4000.00	7825.86	BAD PIPE