

A G E N D A

OCONEE COUNTY COUNCIL MEETING

TUESDAY, DECEMBER 17, 1996

3:00 PM

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Third Reading of Ordinance 96-9, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A NOT EXCEEDING \$1,200,000 PRINCIPAL AMOUNT INDUSTRIAL DEVELOPMENT REVENUE BOND (THE NASON COMPANY PROJECT) SERIES 1996, OF OCONEE COUNTY, SOUTH CAROLINA, TO NATIONSBANK N.A., AS LENDER; THE APPLICATION OF THE PROCEEDS OF SAID BOND TO PAY THE COSTS OF ACQUIRING CERTAIN LAND AND A BUILDING OR BUILDINGS AND OTHER IMPROVEMENTS THEREON AND CERTAIN MACHINERY, APPARATUS, EQUIPMENT, OFFICE FACILITIES AND FURNISHINGS WHICH COMPRISE AN INDUSTRIAL FACILITY; THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS RELATING TO THE ISSUANCE OF THE AFORESAID BOND, INCLUDING AN INDENTURE BETWEEN OCONEE COUNTY AND NATIONSBANK N.A., SECURING THE BOND AND PRESCRIBING MATTERS RELATED THERETO, AND A MORTGAGE AND FINANCING AGREEMENT BETWEEN OCONEE COUNTY AND MIJAN, L.L.C.; AND OTHER MATTERS RELATING THERETO" - Ms. Kathy McKinney, Bond Counsel
5. Consideration of the Following Requests:
 - (a) Council Establish a Policy of Not Granting Funds to Non Profit Organizations at Same Meeting in Which Funds are Requested
 - (b) Council Establish a Policy Not to Fund Any Organization that does not have Line Item Budget
 - (c) Council Adopt a Resolution to Have a Special Election for Council Positions - Mr. Keith Shuler
6. Consideration of Third & Final Reading Of Ordinance 95-10, "AN ORDINANCE TO ESTABLISH FOR OCONEE COUNTY PROVISIONS TO IDENTIFY AND MONITOR HAZARDOUS CHEMICALS/WASTES TO PROTECT THE WELL BEING AND HEALTH OF OCONEE RESIDENTS" - Mr. Henry Gordon, Emergency Preparedness Director

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7. Consideration of Request to Apply for LSCA Grant for APNET Network Consortium - Mrs. Martha Baily, Library Director
8. Consideration of Request to Purchase Lap Top Computer for CERT Van - Mr. Steve Pruitt, Chief Deputy, & Mr. Buddy Hawk, 911 Coordinator
9. Consideration of Bids for Security Door Locks for Department of Social Services Building - Mr. Dan Whitehurst, DSS Director & Ms. Marianne Dillard, Purchasing Agent
10. Consideration of Bids for Oil Products for Motor Pool - Mr. Lee Davis, Motor Pool Foreman & Ms. Marianne Purchasing Agent
11. Consideration of Bids for Physicals for Volunteer Fire Fighters - Mr. Dewitt Mize, Rural Fire Marshal & Ms. Marianne Dillard, Purchasing Agent
12. Old Business
13. New Business
14. Adjourn

MEMBERS, OCONEE COUNTY COUNCIL

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

The regular meeting of the Oconee County Council was held Tuesday, December 17, 1996 at 3:00 pm in Council Chambers with all Council Members and the County Attorney present.

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

Press

Members of the press present: Dick Mangrum
- WGOG Radio & Ashton Hester - Keowee Courier.

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

Call to Order

The invocation was given by Mr. Strickland.

Invocation

Mr. Bob Busch, Law Enforcement Center Director, presented Mr. Norman Crain with a plaque of appreciation for his sixteen years as County Supervisor.

Plaque

Mr. Orr made a motion, seconded by Mr. Strickland, approved 4 - 0 (Ms. Burrell abstaining) that the minutes of the December 3, 1996 meeting be adopted as printed.

Minutes

Mr. Hamilton made a motion, seconded by Mr. Orr, that Ordinance 976-9, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A NOT EXCEEDING \$1,200,000 PRINCIPAL AMOUNT INDUSTRIAL DEVELOPMENT REVENUE BOND (THE NASON COMPANY PROJECT) SERIES 1996, OF OCONEE COUNTY, SOUTH CAROLINA, TO NATIONSBANK N.A., AS LENDER; THE APPLICATION OF THE PROCEEDS OF SAID BOND TO PAY THE COSTS OF ACQUIRING CERTAIN LAND AND A BUILDING OR BUILDINGS AND OTHER IMPROVEMENTS THEREON AND CERTAIN MACHINERY, APPARATUS, EQUIPMENT OFFICE FACILITIES AND FURNISHINGS WHICH COMPRISE AN INDUSTRIAL FACILITY; THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS RELATING TO THE ISSUANCE OF THE AFORESAID BOND, INCLUDING AN INDENTURE BETWEEN OCONEE COUNTY AND NATIONSBANK N.A. SECURING THE BOND AND PRESCRIBING MATTERS RELATED THERETO, AND A MORTGAGE AND FINANCING AGREEMENT BETWEEN OCONEE COUNTY AND MIJAN PROPERTIES, L.L.C.; AND OTHER MATTERS RELATING THERETO" be adopted on third and final reading.

Ord. 96-9

Ms. Williams made a motion, seconded by Ms. Burrell, approved 5 - 0 that Ordinance 96-9 be amended as per the attached blacklined copy.

Ordinance 96-9 was then adopted on third and final reading.

Mr. Keith Shuler requested that Council give several weeks of consideration before approving funds to organizations requesting such funding and local agencies be given priority over other agencies.

Funding

Mr. Shuler further asked that Council not fund agencies that did not have a line item budget.

Mr. Shuler further stated that the people of the county have a confidence problem with local government. He asked that local citizens be kept informed on governmental activities. He also urged Council to do whatever is necessary to bring about a moratorium on zoning and building codes. He also urged that any Council Member that had a part in the land use plan resign.

Mr. Orr, Supervisor-Elect, assured Mr. Shuler that the public would be informed of what is going on in the county, he further informed Mr. Shuler the county would have problems in the future without a land use plan.

Upon request of Mr. Henry Gordon, Emergency Preparedness Director and Mr. Tony Klutz, HAZMAT Chairman, Ms. Burrell made a motion, seconded by Mr. Hamilton that Ordinance 95-10, "AN ORDINANCE TO ESTABLISH FOR OCONEE COUNTY PROVISIONS TO IDENTIFY AND MONITOR HAZARDOUS CHEMICALS/WASTES TO PROTECT THE WELL BEING AND HEALTH OF OCONEE RESIDENTS" be adopted on third and final reading.

Ord. 95-10

Ms. Burrell made a motion, seconded by Mr. Hamilton, approved 4 - 1 (Mr. Strickland voting against) that Ordinance 95-10 be amended to include a vehicle inspection in Section 9, depositing of funds in the general fund account in Section 13 and delete Section 15C.

Ordinance 95-10, as amended, was defeated 3 - 2 with Ms. Burrell & Mr. Hamilton voting in favor, Mr. Williams, Mr. Orr and Mr. Strickland voting against.

Upon request of Ms. Martha Baily, Library Director & Ms. Brenda Workman, SC Appalachian Council of Governments, Mr. Williams made a motion, seconded by Mr. Strickland, approved 5 - 0 that the Library be granted permission to apply for an LSCA Grant in the amount of \$5,749.40 which requires \$3,832.93 local matching funds which can be in kind service preformed by the staff. (See attachment)

Library

Mr. Crain read a letter complimenting the Oconee County 911 program.

911

Upon request of Sheriff Singleton & Mr. Buddy Hawk, 911 Coordinator, Mr. Williams made a motion, seconded by Mr. Strickland, approved 5 - 0 that a lap top computer be purchased for the CERT Van from the tariff charged each month on the phone bills for 911 service.

CERT Van

Upon request of Sheriff Singleton, Mr. Williams made a motion, seconded by Mr. Strickland, approved 5 - 0 that the attached agreement by and between the Corps of Engineers and Oconee County for lake shore patrol be adopted.

Sheriff

Upon request of Mr. Buddy Hawk, Ms. Burrell made a motion, seconded by Mr. Williams, approved 5 - 0 that a two (2) acre site for the Long Creek manned convenience center be purchased at \$2,000 per acre with the county paying closing costs.

**Manned
Center**

Further, upon recommendation of Mr. Hawk, Mr. Strickland made a motion, seconded by Mr. Williams, approved 5 - 0 that two (2) sites be tested as cover dirt at the landfill and if suitable, be purchased at \$1.30 per cubic yard.

**Cover
Dirt**

Upon request of Mr. Daniel Whitehurst, Mr. Hamilton made a motion, seconded by Mr. Orr, approved 5 - 0 that Ellis Bicycle Shop, Inc. be awarded the bid to install security locks on the doors at the Department of Social Services Building at a cost of \$8,100. (See attached bid sheet)

DSS

Mr. Orr made a motion, seconded by Ms. Burrell, approved 5 - 0 that excess funds in the above mentioned line item be used to repair the fire alarm system in the DSS Building.

The bid for oil products for the Motor Pool was postponed until the first meeting in January, 1997.

**Motor
Pool**

Upon request of Mr. Lee Davis, Motor Pool Foreman, and upon recommendation of Ms. Marianne Dillard, Purchasing Agent, Mr. Strickland made a motion, seconded by Mr. Williams, approved 5 - 0 that the bid process be waived and Blanchard Machinery repair the CAT Loader as per Section C, Subsection 1. When there exists no possibility of a competitive bid, as in the case of only one known source of supply at a cost of approximately \$16,000.

Upon recommendation of Mr. Dewitt Mize, Rural Fire Marshal, & Ms. Marianne Dillard, Mr. Hamilton made a motion, seconded by Ms. Burrell, approved 4 - 1 (Mr. Orr voting against) that the bid for physicals for volunteer fire fighters be awarded to Oconee Family Practice, P.A. (See attached bid sheet)

**Rural
Fire**

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Upon request of the county attorney, Council went into executive session for the purpose of a legal briefing, discussion of a personnel matter and a possible contractual matter.

**Executive
Session**

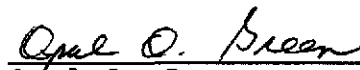
When open session resumed, Mr. Crain informed Council he would do whatever was necessary legally to collect back wages that were denied him from 1993-94 until the present time.

**Open
Session**

Adjourn: 6:55 pm

Adjourn

Respectfully Submitted By:



Opal O. Green
Council Clerk

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

ORDINANCE

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A NOT EXCEEDING \$1,200,000 PRINCIPAL AMOUNT INDUSTRIAL DEVELOPMENT REVENUE BOND (THE NASON COMPANY PROJECT) SERIES 1996, OF OCONEE COUNTY, SOUTH CAROLINA, TO NATIONSBANK N.A., AS LENDER; THE APPLICATION OF THE PROCEEDS OF SAID BOND TO PAY THE COSTS OF ACQUIRING CERTAIN LAND AND A BUILDING OR BUILDINGS AND OTHER IMPROVEMENTS THEREON AND CERTAIN MACHINERY, APPARATUS, EQUIPMENT, OFFICE FACILITIES AND FURNISHINGS WHICH COMPRISE AN INDUSTRIAL FACILITY; THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS RELATING TO THE ISSUANCE OF THE AFORESAID BOND, INCLUDING AN INDENTURE BETWEEN OCONEE COUNTY AND NATIONSBANK N.A., SECURING THE BOND AND PRESCRIBING MATTERS RELATED THERETO, AND A MORTGAGE AND FINANCING AGREEMENT BETWEEN OCONEE COUNTY AND MIJAN PROPERTIES, L.L.C.; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council, is empowered under and pursuant to the provisions of South Carolina Code Annotated, Title 4, Chapter 29 (1976), as amended (the "Act"), to acquire, own, lease and dispose of properties through which the industrial development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate in and remain in the State of South Carolina, and thus utilize and employ the manpower, agricultural products and natural resources of the State of South Carolina; and

WHEREAS, the County, subject to the approval of the State Budget and Control Board of South Carolina, is authorized by the Act to issue its revenue bond, as defined in the Act to include notes, for the purpose of defraying the cost of acquiring, or causing to be acquired, by construction and purchase, a Project (as defined in the Act), such revenue bond to be payable solely from the revenues and receipts derived under any financing agreement with respect to such Project and to be further secured by an assignment of the rights of the County under such financing agreement; and

WHEREAS, The Nason Company, an Ohio corporation ("Nason"), and S.M. Mihaly (the "Individual"), in accordance with the provisions of an Assistance Agreement (the "Assistance Agreement") by and among the County, Nason and the Individual, executed by Nason and the Individual on July 5, 1994, and executed by the County on July 5, 1994, has determined that it desires to locate an industrial facility in the jurisdiction of the County; and

WHEREAS, the Assistance Agreement has been subsequently assigned, pursuant to Section 4.03 of the Assistance Agreement, by the Individual and Nason to MIJAN Properties, L.L.C., an Ohio limited liability corporation (the "Obligor"); and

WHEREAS, the Project will be owned by the Obligor and operated by Nason; and

WHEREAS, in order to implement the public purposes enumerated in the Act and in furtherance thereof to assist the Obligor in expanding an industrial facility within the State of South Carolina, the County has agreed to execute and deliver a not exceeding \$1,200,000 principal amount Industrial Development Revenue Bond (The Nason Company Project) Series 1996 (the "Bond"), under and pursuant to the Act to defray the cost of acquiring certain land and a building or buildings and other improvements thereon and certain machinery, apparatus, equipment, office facilities and furnishings constituting a project as defined in the Act (the "Project"), and in connection therewith to make the Project available to the Obligor under and pursuant to the terms of a financing agreement to be entered into between the County and the Obligor; and

WHEREAS, the County Council, having determined that the Project will maintain employment for approximately 50 people and will provide additional permanent employment for approximately 15 people from the County and areas adjacent thereto with a resulting alleviation of unemployment, and a substantial increase in payrolls and other public benefits incident to the conducting of industrial operations, proposes to execute and deliver its not exceeding \$1,200,000 principal amount revenue bond, to be designated "Oconee County, South Carolina, Industrial Development Revenue Bond (The Nason Company Project) Series 1996", to be dated as of December 1, 1996, or such other date on or before December 31, 1996, as may be agreed to by the Obligor and NationsBank N.A., as lender (the "Lender"), to be issued under and pursuant to the provisions of the Act, and to be secured by and to contain such terms and provisions as are set forth in an Indenture dated as of December 1, 1996 (the "Indenture"), by and between the County and the Lender; the proceeds from the Bond to be disbursed (i) for the payment of costs incurred by the County or the Obligor in connection with the acquisition of the Project, and (ii) for the payment of related expenses, all as set forth in the Indenture; and

WHEREAS, the County Council, having determined as aforesaid that it will be of substantial public benefit to do so, proposes to make the Project available to the Obligor under and pursuant to the provisions of a Mortgage and Financing Agreement dated as of December 1, 1996 (the "Agreement"), by and between the County and the Obligor, pursuant to which the Obligor is obligated (i) to make payments directly to the Lender for the account of the County in amounts sufficient to pay the principal and interest on the Bond, and (ii) to maintain the Project in good repair at its own expense and to carry all proper insurance with respect thereto; and

WHEREAS, the acquisition and construction of the Project and the issuance of the Bond by the County as herein recited and provided have been duly approved by the State Budget and Control Board of South Carolina, by resolution duly adopted on December 10, 1996, and will serve the intended purposes and in all respects conform to the provisions and requirements of the Act; and

WHEREAS, it has been determined that the estimated amount necessary to finance that portion of the cost of the Project to be defrayed by the County and expenses incidental thereto

requires that a Bond of the County in the principal amount of not exceeding \$1,200,000 be authorized as hereinafter provided; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the following documents which the County proposes to execute and deliver:

1. The form of the Indenture by and between the County and the Lender; and
2. The form of the Agreement by and between the County and the Obligor.

WHEREAS, it appears that each of the instruments above referred to, which are now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State of South Carolina by assisting the Obligor to locate an industrial facility in the State of South Carolina, the acquisition, by construction and purchase, of certain land and a building or buildings and other improvements thereon and certain machinery, apparatus, equipment, office facilities and furnishings, all as a part of the Project is hereby authorized, ratified and approved.

Section 2. Pursuant to the authority of the Act, and for the purpose of defraying the cost of acquiring the Project, including necessary expenses incidental thereto, there is hereby authorized to be issued, and shall be issued, a revenue bond of the County in the principal amount of not exceeding One Million Two Hundred Thousand Dollars (\$1,200,000), to be designated "Oconee County, South Carolina, Industrial Development Revenue Bond (The Nason Company Project) Series 1996." The Bond shall be issuable in fully registered form. The Bond shall be payable as to principal and interest in immediately available funds, at the office of NationsBank N.A., as Lender, or its assigns under the provisions of the Indenture. The final installment of principal and interest on the Bond shall be payable upon surrender thereof to the Obligor at the office of NationsBank N.A., or at such other place as may be designated by the holder of the Bond at that time.

The Bond shall be dated December 20, 1996, or such other date on or before December 31, 1996, as may be agreed to by the Obligor and the Lender, and shall bear interest from such date until maturity or prepayment (whichever occurs first) at the rate per annum ~~of _____ percent (____%) of the prime rate of interest publicly announced as such by NationsBank N.A., at _____, _____, on the date of delivery of the Bond to the initial purchaser thereof, with such changes therein as may be in effect from time to time thereafter. Additional interest in the amount of \$ _____ is due and payable on the date of delivery of the Bond to the initial holder thereof~~ during each Interest Period (as defined below) equal to 1.17 multiplied by LIBOR (as defined below) as calculated on each Rate Adjustment Date (as defined below) (the "Tax-Exempt Rate"). The interest rate borne by the Bond shall be subject to modification as a result of a Determination of Taxability (as defined

in the Indenture), a change in the maximum tax rate applicable to the Lender or other change in law as set forth in the Indenture, and upon the occurrence of an event of default as set forth in the Indenture.

"LIBOR" means, for each Interest Period (as defined below), the rate per annum determined on the basis of the offered rate of deposits in US Dollars of amount equal or comparable to the principal amount of the bond offered for a term of 90 days, which rate appears on the Reuters Screen LIBO Page as of 11:00 a.m., London time, two (2) Euro-Dollar Business Days (as defined below) prior to the Rate Adjustment Date with respect to such Interest Period, provided that (i) if more than one such offered rate appears on the Reuters Screen LIBO Page, LIBOR will be the arithmetic average (rounded, if necessary to the nearest 1/100th of 1%) of such offered rates; and (ii) if no such offered rates appear on such page, LIBOR for such Interest Period will be the average (rounded, if necessary, to the nearest 1/100th of 1%) of rates quoted by not less than two major banks in New York City, selected by the Lender, at approximately 10:00 a.m., New York City time, two (2) Euro-Dollar Business Days prior to the first day of such Interest Period, for deposits in US Dollars offered to leading European banks for a period of 90 days in an amount comparable to the principal amount of the bond.

"Euro-Dollar Business Day" means any day, other than Saturday, Sunday or other day on which commercial banks in South Carolina are authorized by law to close, on which dealings in US Dollar Deposits are carried out in the London Interbank market.

"Rate Adjustment Date" means the date of the Bond and the first business day of each January, April, July and October thereafter.

"Interest Period" means each period of time commencing on a Rate Adjustment Date and ending on the day prior to the next successive Rate Adjustment Date.

Notwithstanding the interest formula set forth above, the interest rate payable with respect to the Bond shall be subject, from time to time, to retroactive adjustment to a rate which will be sufficient to provide the Lender with an after-tax equivalent yield to that currently anticipated by the Lender in the event that (i) any circumstances occur which would adversely affect the exclusion of interest on the Bond from gross income for federal and state tax purposes; (ii) any law, rule, regulation or executive order is enacted or promulgated which changes the basis of taxation of payment or causes a reduction of yield to the holder of the Bond with respect to the principal and interest payments paid pursuant to the Bond; (iii) as a result of action by any public body or governmental agency, any payment is required to be made by, or any federal, state or local income tax deduction, credit or allowance is denied or reduced to, the holder of the Bond; or (iv) any change or changes occur affecting the maximum rate of taxation applied to gross income of the Lender under Section 11 of the Internal Revenue Code of 1986, as amended (the "IRC").

During the initial twelve (12) months of the term period of the Bond (the "Construction Period"), interest on the outstanding principal of [Interest on] the Bond shall be payable monthly on the [first day of each month with the first such installment due and payable on _____ 1, 1997. The Bond shall be payable as to principal in _____ installments of \$ _____ each, commencing _____ 1, 19____, plus a final installment of \$ _____ due and payable on _____ 1, _____. Following completion of the Project, the principal payments may be reamortized in accordance with the provisions of the Bond] second day of each month (an "Interest Payment Date"), commencing January 2, 1997. Thereafter, commencing with the payment due for January 2, 1998, equal monthly installments of principal in the amount of \$6,666.67 plus all accrued but unpaid interest shall be due and payable, with a final payment of all outstanding principal plus all accrued but unpaid interest due and payable fifteen (15) years from the end of the Construction Period. All interest shall be calculated on the basis of a three hundred sixty (360) day year and the actual number of days elapsed during each interest period.

Notwithstanding the foregoing repayment schedule, at any time after sixty (60) months following the issuance of the Bond, the Lender reserves the right to demand payment in full of the then outstanding principal balance of the Bond, plus any accrued but unpaid interest hereon, and the Borrower, on behalf of the County, shall remit such payment to the Lender within five (5) Business Days (as defined in the Indenture) after receipt of a written demand therefor.

The Supervisor/Chairman of the County Council of the County is hereby authorized to approve such changes in the maturity date of the Bond and the dates on which principal and interest are due thereon as may be consistent with any authorized change in the date of, and date of delivery of, the Bond and such other changes as may be necessary to carry out the transactions contemplated by the Bond, the Indenture, and the Mortgage and Financing Agreement and as do not modify in any material respect the County's undertaking thereunder, his execution and delivery of the Bond to indicate such approval.

Section 3. The Bond shall be a limited obligation of the County, the principal and interest on which shall be payable solely out of the revenues derived from the Project. The Bond and the interest thereon shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers. Such limitation shall be plainly stated on the face of the Bond.

Nothing in this ordinance, the Agreement or the Indenture shall be construed as an obligation or commitment by the County to expend any of its funds other than (i) the proceeds of the Bond, (ii) the revenues derived from the Agreement, (iii) any proceeds accruing to the County on account of any mortgage or security interest in the Project under the Agreement, and (iv) any moneys arising out of the investment or reinvestment of said proceeds, revenues or moneys.

Section 4. The Bond shall be executed in the name of the County with the manual or facsimile signature of the Supervisor/Chairman of the County Council of the County, shall be

attested by the manual signature of the Clerk of the County Council, and shall have the seal of the County impressed or imprinted thereon.

Section 5. The Bond shall be in substantially the form set forth in the Indenture, with necessary or appropriate variations, omissions and insertions as permitted or required by the Indenture.

Section 6. The Bond shall be issued in compliance with and under authority of the provisions of the Act, this ordinance and the Indenture.

Section 7. While any portion of the Bond shall remain outstanding and unpaid, the County hereby covenants and agrees with the holder from time to time of such Bond that it will not issue any additional notes or bonds or incur any obligations of any sort secured by a lien prior to the lien of the Indenture.

Section 8. It is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a "project" as said term is referred to and defined in Section 4-29-10 of the Act, and the issuance of the Bond in the principal amount of not exceeding \$1,200,000 to defray the cost of the Project will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing employment and other public benefits not otherwise provided locally;

(c) Neither the Project, the Bond proposed to be issued by the County to defray the costs thereof, nor any documents or agreements entered into by the County in connection therewith will constitute or give rise to any pecuniary liability of the County or a charge against its general credit or taxing power;

(d) The issuance of the Bond by the County in the principal amount of not exceeding \$1,200,000 will be required to defray that portion of the cost of the Project to be undertaken by the County;

(e) Inasmuch as Nason and the Obligor have established credit, the establishment of reserve funds in connection with retirement of the Bond and the maintenance of the Project is deemed unnecessary;

(f) The Project will be made available by the County to the Obligor upon terms which require the Obligor, at its own expense, to maintain the Project in good repair and to carry all proper insurance with respect thereto; and

(g) The amount necessary in each year to pay the principal of and interest on the Bond is as set forth in Section 2 hereof.

Section 9. The form, terms and provisions of the Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Agreement were set out in this ordinance in its entirety. The Supervisor/Chairman of the County Council of the County and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreement in the name and on behalf of the County, and thereupon to cause the Agreement to be delivered to the Corporation and cause the Agreement to be recorded in the office of the Clerk of Court for Oconee County. The Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement now before this meeting.

Section 10. To provide for the authorization of and to secure the Bond under the Act, and to prescribe the terms and conditions upon which the Bond is to be issued, secured, executed, accepted and held, and for the purpose of assigning the interests of the County under the Agreement, the form, terms and provisions of the Indenture which is before this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Indenture were set out in this ordinance in its entirety. The Supervisor/Chairman of the County Council of the County and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Indenture to the Lender and cause the Indenture to be recorded in the office of the Clerk of Court for Oconee County. The Indenture is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Indenture now before this meeting.

Section 11. There is hereby authorized the execution and delivery of the Bond to the Lender at a price of not exceeding One Million Two Hundred Thousand Dollars (\$1,200,000), the same being one hundred percent (100%) of the par value of the Bond. The Supervisor/Chairman of the County Council of the County and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Bond to the Lender. The Bond is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Bond before this meeting.

Section 12. The Supervisor/Chairman of the County Council of the County and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Agreement, the Indenture and the performance of all obligations of the County under and pursuant to the Agreement, the Indenture and the Bond and the execution and delivery of the Bond; and the Lender is hereby authorized to receive and receipt for the proceeds of the Bond on behalf of the County and to hold and disburse said proceeds in accordance with the provisions of the Indenture.

Section 13. To the County's knowledge, no approvals granted in connection with the Bond nor any requests for any allocation granted by the State Budget and Control Board have been made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign.

Section 14. The County hereby makes the election provided for by Section 144(a)(4)(A) of the Internal Revenue Code with respect to the Bond.

Section 15. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 16. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this 17th day of December, 1996.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Norman D. Crain, Supervisor/Chairman

ATTEST:

Opal O. Green, Clerk to Council

First Reading: November 19, 1996
Second Reading: December 3, 1996
Public Hearing: December 3, 1996
Third Reading: December 17, 1996

PROS AND CONS OF HAZ-MAT ORDINANCE

PROS

- ▶ Improves the protection, well being, and safety of Oconee County residents and the environment from hazardous chemicals/wastes.
- ▶ Reimburses Oconee County for all reasonable costs, to include legal fees, HAZ-MAT, and other County Departments' costs, incurred as a result of a chemical spill or release.
- ▶ Saves the taxpayers money. One spill could cost the County \$20,000-30,000 or more if the responsible party does not pay.
- ▶ Imposes no additional restrictions on Oconee County businesses, residents, or farmers.
- ▶ Reporting requirements remain the same except the EPA Office gets a copy of the hazardous waste report already being provided to DHEC.
- ▶ Provides increased protection for first responders because of hazardous chemicals/wastes information being provided in the Knox Boxes at facilities. This information could have prevented 11 fireman from being overwhelmed from a recent chemical fire in Greenville.
- ▶ Provides additional information on hazardous wastes to EPA office, fire departments and DHEC.
- ▶ Permits sampling at facilities in the event of a chemical spill or release or if a facility is unable to identify or substantiate contents of any containers.
- ▶ Permits vehicle inspection to insure no hazardous chemicals/wastes are transported in any vehicle which has physical, mechanical, or electrical defects which could cause or contribute to fire or explosion or which is improperly placarded.

CONS

- ▶ There is a new requirement in that Facilities are required to install and maintain a Knox Box containing mandatory information to protect first responders.
- ▶ Additional work will be required of the EPA Office to handle the hazardous waste reporting and to coordinate the location, design, and specifications of the Knox Boxes. The EPA Office may also be involved in inspections and investigations of buildings to enforce provisions of the ordinance.



Appalachian

COUNCIL OF GOVERNMENTS

50 Grand Avenue • PO Drawer 6668
Greenville, SC, 29606 • (803) 242-9733

Memorandum

TO: Oconee County Council

FROM: Brenda Workman
Information Services Director

DATE: December 16, 1996

SUBJ: LSCA Grant Request

In the next few months, Oconee County Public Library, through a special rural initiative grant from the Appalachian Regional Commission, will join the other five Upstate Public Libraries in an Upstate network called AppNet, and soon be connected to the Internet. This has the potential to bring access to this on-line world-wide information resource to Oconee County citizens at their local public library.

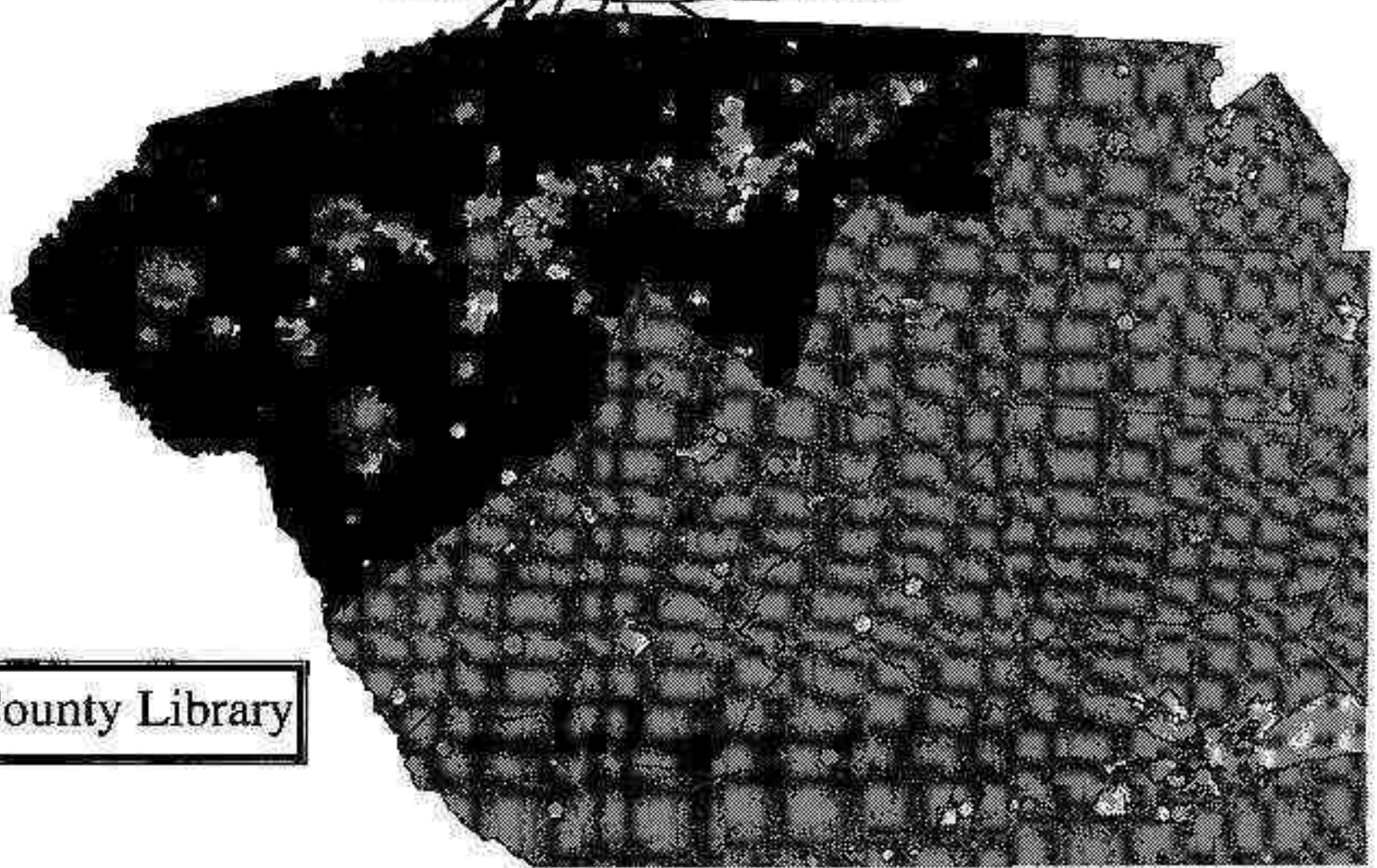
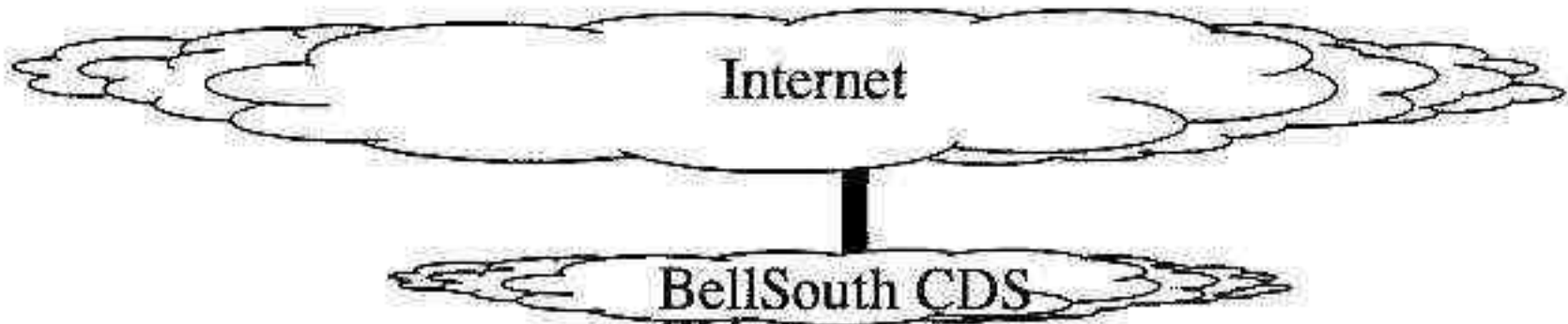
Today we are presenting a proposal to begin July 1997, to evolve the project to enable AppNet to continue to grow to become a more community-based network and provide connectivity and on-line information to Upstate citizens. One important part of the proposal provides for access by Oconee County citizens and citizens throughout the world to important information about Oconee County and the Upstate of South Carolina.

We are requesting approval of the AppNet proposal and permission to use LSCA funds administered by the State Library to help fund this important initiative. These funds will be further leveraged as match for Appalachian Regional Commission funds.

The State Library enthusiastically supports this partnership to fund this important library community-based network. All of the other five public libraries in the Upstate have approved the proposal and are using their portion of LSCA funds to collectively fund the proposal. We are effecting an unified partnership among federal, state, and local libraries. A detailed description of the proposal for AppNet, South Carolina's Upstate Community-Based Network Consortium is attached along with Oconee County's LSCA Project Grant Application.

Thank you for consideration of this request.

Enclosures



 - County Library

AppNet South Carolina's Upstate Community-Based Network Consortium

Background

During 1992-1993, the Appalachian Council of Governments (ACOG) completed a telecommunications study which identified telecommunications infrastructure and on-line information in the State of South Carolina and in the Appalachian (Upstate) Region of the State.

The study pointed out a need for accessible, affordable connectivity in the Upstate of South Carolina for local governments and non-profit institutions, including libraries. Filling this need would promote economic development and improve the quality of life for Upstate citizens.

The Birth of AppNet

In response to the need for telecommunications in the Upstate of South Carolina, in 1993-1994, the ACOG established a multi-jurisdictional wide area network named AppNet (Appalachian Network). The goal of the network was to demonstrate how connectivity via a telecommunications network and online information would enhance economic development and the quality of life in the Appalachian region of South Carolina.

The three public libraries and the technical colleges in Anderson, Greenville, and Spartanburg and the ACOG became the originating members of AppNet. Currently, in 1996, the less developed, more rural County Libraries and institutions are joining AppNet. Oconee, Cherokee, and Pickens County Public Libraries, as well as the S. C. School for the Deaf and Blind are included in this group.

Current Status of Telecommunications in the Upstate

Local governments and nonprofits in the Upstate of South Carolina still lack connectivity and little online information exists.

Basics: Why Developing AppNet Is Important

- **help the Upstate of South Carolina develop a work force that can compete in the Information Age**
- **make it easier for potential visitors, customers, and employers to learn about the Upstate of South Carolina**
- **provide Upstate businesses immediate, economical access to public information and services they need to compete in a global economy**
- **provide businesses and individuals throughout the Upstate equal access to public information and services**
- **make life more convenient for residents of the Upstate of South Carolina and save them time and money**
- **reduce government costs**

Developing an Information Age Work Force

Governor David Beasley pinpointed the state's problem perfectly:

As the global market place changes, and it's changing rapidly, we simply are falling behind because we don't have the workers capable through high-tech training. [South Carolina needs to

train its children in technology so the state can ride the coming wave of job growth] instead of letting that wave ride over us. (*Post and Courier*, November 19, 1995, 35-A).

AppNet's Contribution to Developing an Information Age Work Force in the Upstate

AppNet will provide a well-organized, easy-to-use computer-based network connecting all citizens throughout the region. AppNet will champion and encourage support and training for citizens. AppNet will continuously seek out additional information, education and communication resources.

- **Information Online About the Upstate: Telling the Upstate of South Carolina's story.**

To be competitive, people throughout the world need to be able to access important information about the Upstate of South Carolina, our communities, and economic development information 24 hours a day, 365 days a year. The Appalachian Web has begun to address this challenge, but much work needs to be done.

Summary: How AppNet Can Meet the Telecommunications Challenge to the Upstate of South Carolina

Providing Online Public Information and Services that Will Make Life Better

This primary goal of this section is to recommend strategies for developing and maintaining online public information and services for the Upstate of South Carolina. The vast majority of online information and services needs fell into one of ten broad categories. A review of the Appalachian Web (<http://www.acog.greenville.sc.us>) reveals, after over a year of effort to attempting to develop and maintain information online about the Upstate of South Carolina, that only a small dent has been made in meeting the citizen needs, as expressed in an Online Information Needs Survey.

Proposed Overall Objective for AppNet

That all citizens in the Upstate Region of South Carolina will have access to education, information and communication resources to help make the region a better place to learn, live, grow and prosper.

AppNet's Mission

To provide a telecommunications network for the Upstate region of South Carolina, providing people worldwide access to education, information and communication resources, promoting participation in civic life and enhancing the community socially, culturally and economically.

1. Provide a well-organized, easy-to-use computer-based network connecting all citizens throughout the region.
2. Provide for broad public access, especially targeting those people and areas where personal, individual access would be difficult or financially unfeasible.
3. Facilitate support and training directly or through third parties for citizens, through classes, personal, telephone and online support.
4. Develop the means for citizens to interact with each other, with elected officials and government at all levels.
5. Provide sustainability and development for the network to assure on-going access for citizens to increasing amounts of resources.
6. Continuously seek out additional information, education and communication resources to broaden and deepen the quality of the network and enhance its value to citizens.
7. Continuously seek and develop partnerships and collaborations with individuals, government and private businesses to enhance the quality of the network.

Proposal

This proposal to begin in July of 1997, will enable AppNet to continue to evolve to more of a community network and facilitate two critical needs in the growth of the Upstate of South Carolina: (1) connectivity and (2) on-line information.

- Evolve AppNet to a community-based network
- Develop information content
- Facilitate connectivity
- Facilitate training
- Provide technical assistance to AppNet members
- Facilitate joint purchasing to AppNet members
- Develop community support including businesses and governments
- Develop long term financial plan to ensure future of AppNet
- Support the AppNet Board in the development of policies, objectives, work program, potential fee structure, and fund raising strategies

AppNet as a Community-Based Network

AppNet's Web site will give citizens access to libraries, government services and documents (such as city council minutes or tax records), business, consumer, medical and legal information. With AppNet's Web site, users won't have to leave work or home to get information. It will be available 24 hours a day. Most people will connect to AppNet's Web site with a computer and a modem hooked to a telephone. Free, public-access computers will be considered to be set up in branches of the some Public Libraries in the Upstate of South Carolina and other sites to be determined. As AppNet grows, more terminals could be added, in such places as senior citizen centers, government buildings, hotels -- even restaurants. The goal would be convenient access for all.

Develop Information Content

AppNet will work with libraries, local governments, community leaders, non-profits, and others to create online databases of information and act as a host on the ACOG server for those databases if needed. AppNet staff will work directly with local government developing web pages for their information. AppNet will support Public Library members working within their communities to create databases of community information and act as hosts for those databases. AppNet staff will be responsible for developing and maintaining information on AppNet, supervising member organizations affiliated with the network, and assigning the task of creating and maintaining on-line resources to other network members.

The following is a listing of strategies recommended for the further development of AppNet:

A) Priority of the development of online information (Based on the Online Needs Survey):

1. Information about state and local government -- the most; dwarfed others.
2. Statistical data
3. Education: Information and Services about K-12 and, to a lesser extent, colleges and universities
4. Recreation, travel, tourism
5. History
6. Business Information
7. Jobs and Careers
8. Community Information
9. Maps: Information of cities and towns, counties, regions, state, election districts, streets
10. Libraries and Archives: Information and Services

B) A major goal of the AppNet effort should be to reduce the amount of time citizens must spend interacting (dealing) with government and community agencies.

Facilitate Connectivity, Technical Assistance, Training and Joint Purchasing

AppNet will be evolved to a community-based network in the Upstate of South Carolina offering affordable connectivity options to current and future members who contribute to the cost of connection, lines, and on-going maintenance fees. The staff member(s) will handle the following responsibilities:

- Researching Connectivity Options
- Working with vendors
- Maintenance of the network
- Support

Develop Long Term Financial Plan to Ensure the Future of AppNet

To ensure the continued success of AppNet, a long term financial plan will be developed to support the board approved annual work programs which will be developed to meet changing regional needs for a community based network.

Support for the AppNet Board

AppNet staff will provide support to the Board in the development of policies, objectives, work program, potential fee structure, and fund raising strategies.

Time Line

July 1 - September 30, 1997

Begin plan to evolve AppNet to a community-based network
Develop plan for development of information content:
government, community, nonprofit information
Evaluate connectivity, training options
Provide technical assistance to AppNet members (on-going)
Facilitate joint purchasing to AppNet members (on-going)

October 1 - June 30, 1998

Implement plan for AppNet
Continue development of information content (on-going)
Facilitate connectivity (on-going)
Facilitate training (on-going)
Provide technical assistance to AppNet members (on-going)
Facilitate joint purchasing to AppNet members (on-going)

Results

Specifically, AppNet will help the Upstate of South Carolina develop a work force that can compete in the Information Age. It will make it easier for out-of-state companies to learn about the Upstate of South Carolina. AppNet will provide Upstate businesses immediate, economical access to public information and services they need to compete in a global economy. Businesses and individuals throughout the Upstate will have equal access to public information and services. Life will be made more convenient for residents of the Upstate of South Carolina and save them time and money. Finally, government costs will be reduced by exploiting telecommunications.

LSCA: Title I
Sub-Grant No.: _____
FY 1996-97
CFDA # 84.034

South Carolina State Library
1500 Senate Street
Post Office Box 11469
Columbia, South Carolina 29211

PROJECT APPLICATION

FOR USE BY S.C. STATE LIBRARY	
Date received	_____
Date approved	_____
Approval notice sent	_____
Funding from FY	_____

Project Name: LSCA Title I Project III - C Information Resources

- I. The Name of Library (Agency) Oconee County Library. In order to improve or extend library service in areas of demonstrated need, submits this application for a Library Services and Construction Act grant of \$ 5,749.40.
- II. The Applicant proposes to use the funds in accordance with the project described in the application and agrees to spend the funds in accordance with the budget submitted with the application and approved by the South Carolina State Library. The Applicant further agrees that the amount of local funds budgeted for library service will not be reduced due to the receipt of grant funds.

Date of Library Board meeting at which application for participation in program is approved: 12-12-96 (Date).

Board members present (list each board member): Linda Brune, Edith Keasler, Jean King, Maria Macaulay, wayne Smalley, and Mike Harper

Signed: James B. Johnson, Jr.
Applicant
Title: Board Chairman

Approved: _____
James B. Johnson, Jr., Director
South Carolina State Library

Date: 12-13 1996

Date: _____

PROPOSED BUDGET	GRANT FUNDS	STATE AID MATCHING	LOCAL MATCHING	TOTAL
Personal Services	\$ _____	\$ _____	\$ 3,832.93	\$ 3,832.93
Library Materials	_____	_____	_____	_____
Equipment	_____	_____	_____	_____
Other APPNET Consortium	<u>5,749.40</u>	_____	_____	<u>5,749.40</u>
TOTAL	\$ <u>5,749.40</u>	\$ _____	\$ 3,832.93	\$ <u>9,582.33</u>

If this proposed budget is to be supplemented by funds from any other LSCA Title I project, indicate name of project N/A and amount \$ _____.

8. Will this project involve technology? Yes No (Circle one)

9. **TARGET GROUP**

Provide the following breakdown, using **numbers**, not percentages. **TARGET GROUP** is the number of persons expected to be reached by your project. Use 1990 Census figures.

1. Total population within entire county or region	57,494
2. Total # in Target Group	57,494

10. **NARRATIVE DESCRIPTION.** The narrative must be detailed and completely describe the project, including all of the following points (outline form may be used):

- I. Relationship to the Goals and Objectives of South Carolina's Long-Range Program (latest edition).
- II. **Local Project Service Goal(s).**
- III. **Local Project Objective(s).**
- IV. **Needs Assessment.**
- V. **Who is to be Served (target group).**
- VI. **Activities to be Used.**
- VII. **When and Where the Project will be Implemented.**
- VIII. **Name of Libraries and other Agencies and Organizations Involved.**
- IX. **Proposed Costs and Sources of Funding.**
- X. **Method of Administration of the Project.**
- XI. **Marketing Plan**
- XII. **Specific Plans for Future Financing of the Project and an Annual Projection of Future LSCA Funding Requirements (if any).**
- XIII. **Method of Evaluation.**

BE PREPARED TO EVALUATE THE PROJECT AT THE END OF THE YEAR IN TERMS OF HOW THINGS CHANGED FOR USER OR IN THE COMMUNITY AND TO GIVE BREAKDOWNS ON NUMBER OF PEOPLE REACHED AND ON THE TOTAL COSTS INCLUDING FEDERAL, STATE, AND LOCAL FUNDS.

Please return to the South Carolina State Library, (Attn: Libby Law), Box 11469, Columbia, South Carolina 29211:

1. Four (4) copies (at least one original) of the **APPLICATION FORM** including the proposed budget and narrative description. (One approved copy will be returned for library's files.)
2. A **JOB DESCRIPTION** for each LSCA funded position if salary is involved. Description must include position classification (Salary Standards for South Carolina Public Libraries); a brief description of duties and responsibilities; minimum training and experience required; other knowledge, skills, and abilities needed; number of hours worked each week; and salary (total, local, state, LSCA, and other.)
3. A copy of proposed **CONTRACT** if Contractual Services are involved.

Oconee County Library

501 West South Broad Street
Walhalla, South Carolina 29691
(803) 638-4133

LSCA: TITLE I
FY 96-97

NARRATIVE DESCRIPTION

The Oconee County Library is requesting grant funds to be used as a match for a grant to the Appalachian Regional Commission to help fund year one to develop the Upstate Community Based Network. As a rural county, Oconee County will benefit from an accessible, affordable connectivity for our library and area with the hopes of promoting economic development and improving the quality of life for our citizens. This would provide information concerning our county and the Upstate which will help us present ourselves to interested visitors, customers, and businesses from around the world, as well as giving us equal access to public information and services.

Attached you will find a copy of the proposed project description.

COOPERATIVE AGREEMENT
APPENDIX "A"
PLAN OF OPERATION
INCREASED LAW ENFORCEMENT SERVICES

1. Law enforcement service shall be performed at Hartwell Project Oconee County, South Carolina, in the following recreation areas:

- | | |
|---------------------|---|
| a. Choestoea | h. Mullins Ford |
| b. Coneross | i. Oconee Point |
| c. Fair Play | j. Prathers Bridge & Tugaloo
Indian Mounds |
| d. 123 Fishing Pier | k. Tabor |
| e. Friendship | l. PU 46 River Area* |
| f. Lawrence Bridge | |
| g. Martin Creek | |

* Patrol only when time and manpower allow.

2. The normal law enforcement services to be provided by the Cooperator without reimbursement by the Government are as follows:

- a. Intermittent patrols to the most heavily used areas.
- b. Response to emergency or special assistance calls as needed.

3. The cooperator agrees to provide increased law enforcement services, which are reimbursable from the government, by providing a trained and qualified deputy with one official vehicle at locations identified in Paragraph 1 above and in accordance with the following:

a. Tour of duty for deputies will be from March 8, 1997, until October 26, 1997. Patrols will be 8-hour shifts (excluding lunch breaks) and will be performed according to the following frequencies. Actual times of patrols will be established prior to each month and will be given to the Cooperator by the Contracting Officer's Representative.

March 8 - April 27, 1997 - Three 8-hour patrols (Fri., Sat., and Sun.)

May 2 - September 1, 1997 - Five 8-hour patrols within a 7-day period. (Including Fri., Sat., and Sun.)

September 5 - October 26, 1997 - Three 8-hour patrols (Fri., Sat., and Sun.)

In addition to the above schedule in paragraph 3a., an 8-hour patrol will be conducted on July 2, and 3, 1997.

b. Areas "a" through "k" in Paragraph 1 shall be patrolled a minimum of once during each shift. A full 8-hour patrol is required for each shift. Mutually agreed upon exceptions may be made to this schedule to respond to unusual circumstances or conditions (i.e., foot patrols, road checks, etc.).

4. An orientation program will be conducted by Government personnel with all cooperating law enforcement personnel that patrol Government projects. At this orientation, the cooperator shall identify to the Government a person who will be the main contact person for dealings involving this agreement.

5. The Cooperator shall prepare a Daily Law Enforcement Log in accordance with Attachment No. 1. The log shall be a complete summary of findings and actions taken during patrols and completed by the person(s) performing a patrol. Large gaps in time between areas shall be explained on these logs. Completed logs must be submitted to justify claims for payment.

6. The Cooperator agrees to submit requests for payments through the Corps Coordinator for review and recommendations, and the Corps Coordinator shall forward all requests for payments to the Corps District office for further processing.

7. The Cooperator agrees to maintain radio communication capabilities with the Project Management personnel either by the use of agency equipment or by Government furnished equipment. The Cooperator will assume liability for any radio equipment issued by the Government that is lost or damaged due to carelessness or negligence. The Government will be responsible for the installation and maintenance of the radio equipment hand-receipted to the Cooperator.

8. Any incident occurring on public land or water which is of a serious nature or requires written documentation by the Cooperator should be reported to the Project Manager's Office immediately or no later than the next normal work day. A written report will be submitted within 2 working days of the incident.

9. Monthly partial payments shall be made by the Government based upon the Cooperator's submittal of The Law Enforcement Invoice (Attachment No. 2). Incomplete Daily Law Enforcement Logs (Attachment No. 1) and large time frames which are unexplained may result in incomplete monthly payment. The extent of documentation necessary to support invoiced amounts will be mutually agreed upon by the Corps and the Cooperator. The request for payment shall be submitted to the Government within 5 working days subsequent to the month requested.

10. The Cooperator shall make available at its office all accounting records and supporting documentation for inspection and audit by an authorized representative of the Corps. Agreements are subject to audits requested by the Corps at intervals deemed appropriate.

Rate Schedule of Reimbursable Services

1. For the services in paragraph 3 above, the Government agrees to pay the Cooperator at the rate of \$24.65 per hour. This includes the use of the official vehicle by the Cooperator which includes overhead, utilization and operation, maintenance, and repair of such vehicle as allocated for use under the contract. Payment will not be authorized for activities not directly related to actual lake patrols without prior approval from the Corps of Engineers.

2. Estimated cost for reimbursable services is \$27,608.00 for the period indicated in 3a above (increased law enforcement services). The Service Contract Act (SCA) and the Contract Work Hours and Safety Standards Act (CWHSSA), both apply to this cooperative agreement. The county agrees to pay its employees in accordance with the provision of these Acts.

3. In the event of termination, completion of the work, or completion of the agreement, the amount obligated by the Corps will be debilitated to the extent that the Cooperator has not incurred obligations.

Designated Representative

1. The following person is designated by the Government to make or receive requests for services under this agreement:

Kim Whipple, Chief Park Ranger
U.S. Army Corps of Engineers, Hartwell Project
Post Office Box 278
Hartwell, Georgia 30643-0278
Telephone: 706/856-0353 or 888/893-0678

2. The following person is designated by the Cooperator to make or receive requests for service under this agreement:

James Singleton
Sheriff, Oconee County
County Mail Room
Walhalla, South Carolina 29691

3. Payments should be made payable to Oconee County.

Receipt is hereby acknowledged:

Sheriff, Oconee Co., Date
South Carolina

Chairman, Oconee Co. Date
Council

Project Manager Date

BIDDER	Ellis Bicycle Shop, Inc.	SFI Electronics, Inc.	ADT Security Systems, Inc.	Normark Electronic Security, Inc.
Base Bid (complete system)	7,750.00	9,705.00	13,390.00	no bid
Sales Tax	350.00	485.25	556.05	
Total	\$ 8,100.00	\$ 10,190.25	\$ 13,946.05	
Response time on service calls	24 hours	4 hours	24 hours	
Delivery	45 days	4 weeks	30 days	
General Liability & Workers Comp.	yes	yes	yes	
Attended Bid Opening: Marianne Dillard, Jenny Peay, Lee Davis, Jim Smith - Oconee County				

BID NO. 96-32

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

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

The ELLIS Bicycles Shop 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 security door locks for DSS

BASE BID (complete system)	\$ <u>7750.00</u>
S. C. Sales Tax	<u>350.00</u>
TOTAL Bid Price	\$ <u>8100.00</u>

Response time on service calls within 24 Hours

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: within 45 days AFTER Bid AWARD.

Bidding Organization: ELLIS Bicycles Shop Inc.

Address: 615 E. RIVER ST, ANDERSON S.C. 29624

Signature of Bidders Representative: K. Wayne Ellis

Title: Pres. Date: 11/29/96

Telephone: 864 224 6756

BID NO. 96-32
(Use this number on envelopes and all related correspondence.)

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

The SFI ELECTRONICS, 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 security door locks for DSS

BASE BID (complete system)	\$ <u>9,705.⁰⁰</u>
S. C. Sales Tax	<u>485.²⁵</u>
TOTAL Bid Price	\$ <u>10,190.²⁵</u>

Response time on service calls 4 hrs.

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: 4 WEEKS ARO

Bidding Organization: SFI ELECTRONICS, INC.

Address: 197H RIDGEVIEW CRT, DUNCAN, SC 29334

Signature of Bidders Representative: Quinn Smith

Title: SALES ENGINEER Date: 12/10/96

Telephone: (864) 486-9222

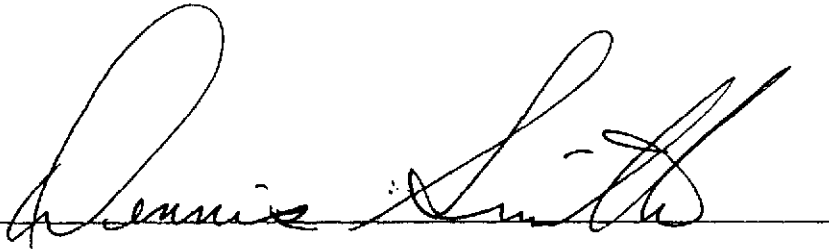
201 WEST MAIN STREET
WALHALLA, SOUTH CAROLINA 29691

DATE: Dec. 10, 1996 BID NO 96-32

The SFT ELECTRONICS takes the following exceptions:
(Bidder)

KEYTAB ENCODER NOT INCLUDED PER
DIRECTION AT SITE VISIT.

SIGNATURE: _____

A handwritten signature in cursive script, appearing to read "Dennis Smith", written over a horizontal line.

BID NO. 96-32

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

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

The ADT Security Systems, Inc
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for security door locks for DSS

BASE BID (complete system)	\$ <u>13,390.00</u>
S. C. Sales Tax	<u>556.05</u>
TOTAL Bid Price	\$ <u>13,946.05</u>

Response time on service calls 24 hours or next business day

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: 30 days after issue of purchase order

Bidding Organization: ADT Security Systems Inc

Address: 10 Central Avenue, Greenville, SC 29601

Signature of Bidders Representative: *Tom Bryan*

Title: Commercial Sales Date: 12/3/96

Telephone: 1-800-238-4238 or 864-242-2582

201 WEST MAIN STREET
WALHALLA, SOUTH CAROLINA 29691

DATE: 12/3/96 BID NO 96-32

The ADT Security Systems, Inc takes the following exceptions:
(Bidder)

1. There is not an encoding system currently available for the key tabs. I am including the 75 key tabs which are reusable.
2. 3 1/2 hour minimum backup battery not 4 hour.
3. 24 hour emergency service is available. There is an extra charge for service after business hours, on weekends, and holidays.

SIGNATURE: _____

Jim Bryan

BIDDER	Oconee Family Practice, P.A.	North Greenville Fitness & Cardiac Rehab. Clinic	Seneca Medical Assoc. P.A.
History & physical	\$ 25.00	\$ 148.50	no bid
Visual Screening	included in history/physical	above price	
Urinalysis	3.00	includes all items	
Auditory Screening	10.00	except chest X-ray	
Hematology Blood Testing	included in blood chemistry		
Blood Chemistry Screening	20.00		
Chest X-ray	27.50	45.00	
Spirometer	22.00		
EKG - resting	25.00		
Total for all items on physical	\$ 132.50	\$ 193.50	

Attended Bid Opening: Marianne Dillard, Ann Albertson - Oconee County, Kelly Drew - North Greenville Fitness

BID NO.96-27
Use this number
on envelopes and
all related correspondence.)

"REVISED"
BID FORM

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

The OCONEE FAMILY PRACTICE, P.A.
submits herewith our Bid in response to bid request number shown above, and in
compliance with the description(s) and/or specification(s) attached for physicals for
interior firefighters.

- | | |
|------------------------------|--|
| 1. History and physical | \$ <u>25.00</u> |
| 2. Visual screening | \$ <u>This is included in
the history & physical</u> |
| 3. Urinalysis | \$ <u>3.00 (dipstick)</u> |
| 4. Auditory screening | \$ <u>10.00</u> |
| 5. Hematology Blood Testing | \$ <u>This is included in
Blood Chemistry</u> |
| 6. Blood Chemistry Screening | \$ <u>20.00</u> |
| 7. Chest x-ray | \$ <u>27.50</u> |
| 8. Spirometer | \$ <u>22.00</u> |
| 9. EKG - resting | \$ <u>25.00</u> |

Bid shall include delivery to location stated on Bid Notice.
Show any exception, deviation, extra computation, or information on Bid Supplemental
Form attached hereto.

Delivery Date: 12-7-96

Bidding Organization: Oconee Family Practice, P.A.

Address: 301 Memorial Drive Suite G Seneca, SC 29672

Signature of Bidders Representative: 

Title: President Date: 12-7-96

Telephone: 864-882-7225 Fax: 864-885-9192

BID NO. 96-27
Use this number
on envelopes and
all related correspondence.)

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

The NORTH GREENVILLE FITNESS & CARDIAC REHAB. CLINIC
submits herewith our Bid in response to bid request number shown above, and in
compliance with the description(s) and/or specification(s) attached for physicals for
interior firefighters.

- | | |
|------------------------------|-----------------|
| 1. History and physical | \$ _____ |
| 2. Visual screening | \$ _____ |
| 3. Urinalysis | \$ _____ |
| 4. Auditory screening | \$ _____ |
| 5. Hematology Blood Testing | \$ _____ |
| 6. Blood Chemistry Screening | \$ _____ |
| 7. Chest x-ray | \$ <u>45.00</u> |
| 8. Spirometer | \$ _____ |
| 9. EKG - resting | \$ _____ |

* Cost of \$148.50 per person Excluding chest x-ray. (See attachment)
Bid shall include delivery to location stated on Bid Notice. Total w/ x-ray \$193.50.
Show any exception, deviation, extra computation, or information on Bid Supplemental
Form attached hereto.

Delivery Date: December 12, 1996

Bidding Organization: NORTH GREENVILLE FITNESS & CARDIAC REHAB.

Address: P.O. Box 606 Travelers Rest, S.C. 29690

Signature of Bidders Representative: Kelly Siorew

Title: Director of Public Relations Date: December 11, 1996

Telephone: (864) 834-9078

Fax: (864) 834-9079

BIDDER			Taylor Enterprises, Inc.		Lowry Oil Co., Inc.		Moore Bros. Oil Co, Inc.		Bounty Land Petroleum, Inc.		Lindsay Oil Co., Inc.	
APPROX QTY	DESCRIPTION	PACKAGING	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
17	Rando 32 hyd oil	55 gal	148.50	\$2,524.50	149.00	\$2,533.00	182.05	\$3,094.85	147.40	\$2,505.80	180.95	\$3,076.15
12	URSA 15W40 oil	55 gal	203.50	2,442.00	199.75	2,397.00	211.20	2,534.40	231.55	2,778.60	221.65	2,659.80
10	TDH	55 gal	171.60	1,716.00	199.75	1,997.50	229.35	2,293.50	238.15	2,381.50	226.60	2,266.00
7	Texaco Starplex HD2 grease	120# can	126.00	882.00	123.75	866.25	122.40	856.80	153.60	1,075.20	144.00	1,008.00
20	Texaco Multigear lube 80/90	5 gal	22.40	448.00	22.95	459.00	32.07	641.40	26.60	532.00	28.00	560.00
30	Tractor hyd oil	5 gal	16.70	501.00	19.95	598.50	28.15	844.50	25.60	768.00	24.65	739.50
4	80-90 gear oil	12/1 case	20.99	83.96	29.95	119.80	26.40	105.60	24.00	96.00	20.49	81.96
15	80-90 gear oil	5 gal	22.40	336.00	22.95	344.25	32.07	481.05	26.60	399.00	28.00	420.00
30	Texaco Starplex HD2 grease	5 gal	38.50	1,155.00	37.95	1,138.50	37.45	1,123.50	40.25	1,207.50	42.35	1,270.50
50	Havoline 10w30 oil	12/1 case	17.10	855.00	13.95	697.50	14.40	720.00	15.36	768.00	14.91	745.50
700	Havoline 10W30 oil	bulk	2.75	1,925.00	3.33	2,331.00	3.62	2,534.00	3.65	2,555.00	4.79	3,353.00
75	Havoline Dextron III trans. oil	12/1 case	14.75	1,106.25	13.95	1,046.25	13.89	1,041.75	15.36	1,152.00	13.95	1,046.25
700	URSA 15W40	bulk	3.25	2,275.00	3.19	2,233.00	2.90	2,030.00	3.35	2,345.00	4.97	3,479.00
50	URSA 15W40	12/1 case	15.57	778.50	13.95	697.50	14.61	730.50	14.76	738.00	15.93	796.50
10	URSA 10	5 gal	19.15	191.50	20.95	209.50	27.35	273.50	24.75	247.50	23.40	234.00
3	URSA 10	55 gal	200.75	602.25	195.95	587.85	213.40	640.20	229.90	689.70	215.60	646.80
10	Starplex HD2 grease	60/1 case	63.50	635.00	63.50	635.00	78.00	780.00	49.20	492.00	75.00	750.00
GRAND TOTAL				\$ 18,456.96		\$ 18,891.40		\$ 20,725.55		\$ 20,730.80		\$ 23,132.96

Attended Opening: Marianne Dillard, Jenny Peay, Lee Davis, Jim Smith - Oconee County

BID No. 96-33
 (Use this number on envelopes and
 all related correspondence)

BID FORM
 OCONEE COUNTY PURCHASING DEPARTMENT
 201 WEST MAIN STREET
 WALHALLA, S. C. 29691

The Taylor Enterprises, Inc. submits herewith our Bid
 in response to bid request number shown above, and in compliance with the description(s)
 and/or specifications(s) attached hereto for oil products for Oconee County Motor Pool

APPROX. QUANTITY	DESCRIPTION	PACKAGING	UNIT PRICE	TOTAL PRICE
17	Rando 32 Hydraulic oil	55 gallon	\$148.50	\$2,524.50
12	URSA 15W40 oil	55 gallons	203.50	2,442.00
10	TDH. (Shell)	55 gallon	171.60	1,716.00
7	Texaco Starplex HD2 grease (metal can)	120 # metal can	126.00	882.00
20	Texaco Multigear lube 80/90	5 gallon	22.40	448.00
30	Tractor Hydraulic oil equivalent to Ford 134 & John Deere (Shell)	5 gallon	16.70	501.00
4	80 - 90 gear oil qt.	12/1 case	20.99	83.96
15	80 - 90 gear oil	5 gallon	22.40	336.00
30	Texaco Starplex grease HD2 (metal cont.)	5 gallon	38.50	1,155.00
50	Havoline 10W30 oil (quart) (Shell)	12/1 case	17.10	855.00
700	Havoline 10W30 oil (gallon)	bulk	2.75	1,925.00
75	Havoline Dextron III qt. Transmission fluid	12/1 case	14.75	1,106.25
700	URSA 15W40 (gallon)	bulk	3.25	2,275.00
50	URSA 15W40 qt.	12/1 case	15.57	778.50
10	URSA 10	5 gallon	19.15	191.50
3	URSA 10	55 gallon	200.75	602.25
10	Starplex HD2 grease (tube)	60/1 case	63.50	635.00
GRAND TOTAL				18,456.96

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: Next Working day
 BIDDING ORGANIZATION: Taylor Enterprises, Inc.
 ADDRESS: P. O. BOX 6385
 CITY, STATE, ZIP CODE: Spartanburg, S.C. 29304
 SIGNATURE OF BIDDERS REPRESENTATIVE: Leon S. Taylor
 TITLE: President
 DATE: 11/27/96
 TELEPHONE: 800-922-3149

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

DATE: November 27, 1996 BID NO. 96-33

The Taylor Enterprises, Inc. takes the following exceptions:
(Bidder)

Last year I quoted on the Starplex 2, instead of the Starplex HD 2 because Texaco does not package Starplex HD 2 in tubes.
Both greases are lithium complexes and are #2 in thickness.
The Starplex 2 meets Cincinnati Milacron spec P-64 and Mack GC-G Specification

SIGNATURE: _____

Leon S. Taylor

BID No. 96-33
 (Use this number on envelopes and
 all related correspondence)

BID FORM
 OCONEE COUNTY PURCHASING DEPARTMENT
 201 WEST MAIN STREET
 WALHALLA, S. C. 29691

The Lowry Oil Co., Inc. submits herewith our Bid
 in response to bid request number shown above, and in compliance with the description(s)
 and/or specifications(s) attached hereto for oil products for Oconee County Motor Pool

APPROX. QUANTITY	DESCRIPTION	PACKAGING	UNIT PRICE	TOTAL PRICE
17	Rando 32 Hydraulic oil	55 gallon	149. ⁰⁰	2533.00
12	URSA 15W40 oil	55 gallons	199. ⁷⁵	2397.00
10	TDH	55 gallon	199. ⁷⁵	1997.50
7	Texaco Starplex HD2 grease (metal can)	120 # metal can	123. ⁷⁵	866.25
20	Texaco Multigear lube 80/90	5 gallon	22. ⁹⁵	459.00
30	Tractor Hydraulic oil equivalent to Ford 134 & John Deere	5 gallon	19. ⁹⁵	598.50
4	80 - 90 gear oil qt.	12/1 case	29. ⁹⁵	119.80
15	80 - 90 gear oil	5 gallon	22. ⁹⁵	344.25
30	Texaco Starplex grease HD2 (metal cont.)	5 gallon	37. ⁹⁵	1138.50
50	Havoline 10W30 oil (quart)	12/1 case	13. ⁹⁵	697.50
700	Havoline 10W30 oil (gallon)	bulk	3. ³³	2331.00
75	Havoline Dextron III qt. Transmission fluid	12/1 case	13. ⁹⁵	1046.25
700	URSA 15W40 (gallon)	bulk	3. ¹⁹	2233.00
50	URSA 15W40 qt.	12/1 case	13. ⁹⁵	697.50
10	URSA 10	5 gallon	20. ⁹⁵	209.50
3	URSA 10	55 gallon	195. ⁹⁵	587.85
10	Starplex HD2 grease (tube)	60/1 case	63. ⁵⁰	635.00
GRAND TOTAL				18891.40

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: as ordered

BIDDING ORGANIZATION: Lowry Oil Co., Inc.

ADDRESS: P. O. BOX P O Box 65

CITY, STATE, ZIP CODE: Seneca, SC 29679

SIGNATURE OF BIDDERS REPRESENTATIVE: _____

TITLE: President

DATE: 11/21/96

TELEPHONE: 864-882-2441

BID No. 96-33
 (Use this number on envelopes and
 all related correspondence)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, S. C. 29691

The Moore Bros. Oil Co. Inc. submits herewith our Bid
 in response to bid request number shown above, and in compliance with the description(s)
 and/or specifications(s) attached hereto for oil products for Oconee County Motor Pool

APPROX. QUANTITY	DESCRIPTION	PACKAGING	UNIT PRICE	TOTAL PRICE
17	Rando 32 Hydraulic oil	55 gallon	\$3.31/gal	\$ 3,094.85
12	URSA 15W40 oil	55 gallons	\$3.84/gal	2,534.40
10	TDH	55 gallon	\$4.17/gal	2,293.50
7	Texaco Starplex HD2 grease (metal can)	120 # metal can	\$1.02/lb	856.80
20	Texaco Multigear lube 80/90	5 gallon	\$.844/lb	641.44
30	Tractor Hydraulic oil equivalent to Ford 134 & John Deere	5 gallon	\$5.63/gal	844.50
4	80 - 90 gear oil qt.	12/1 case	\$2.20/Qt	105.60
15	80 - 90 gear oil	5 gallon	\$.844/lb	481.08
30	Texaco Starplex grease HD2 (metal cont.)	5 gallon	\$1.07/lb	1,123.50
50	Havoline 10W30 oil (quart)	12/1 case	\$4.80/gal	720.00
700	Havoline 10W30 oil (gallon)	bulk	3.62/gal	2,534.00
75	Havoline Dextron III qt. Transmission fluid	12/1 case	\$4.63/gal	1,041.75
700	URSA 15W40 (gallon)	bulk	\$2.90/gal	2,030.00
50	URSA 15W40 qt.	12/1 case	\$4.87/gal	730.50
10	URSA 10	5 gallon	\$5.47/gal	273.50
3	URSA 10	55 gallon	\$3.88/gal	640.20
10	Starplex HD2 grease (tube)	60/1 case	\$1.30/Tube	780.00
GRAND TOTAL				\$20,725.62

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 12/19/96

BIDDING ORGANIZATION: MOORE BROS OIL CO INC

ADDRESS: P. O. BOX 106 SHADE GROVE RD

CITY, STATE, ZIP CODE: PICKENS, SC 29671

SIGNATURE OF BIDDERS REPRESENTATIVE: AL MOORE JR

TITLE: V-PRES

DATE: 12/16/96

TELEPHONE: 800-729-2750

BID No. 98-33
 (Use this number on envelope and
 all related correspondence)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, S. C. 29691

The Bounty Land Petroleum, Inc. submits herewith our Bid

In response to bid request number shown above, and in compliance with the description(s)
 and/or specifications(s) attached hereto for oil products for Oconee County Motor Pool

APPROX. QUANTITY	DESCRIPTION <small>Exxon Equivalent Products Listed Below</small>	PACKAGING	UNIT PRICE	TOTAL PRICE
17	Rando 32 Hydraulic oil <small>Humble H32</small>	55 gallon	147.40	2,505.80
12	URSA 15W40 oil <small>XD3 15W40 Oil</small>	55 gallons	231.55	2,778.60
10	TDH <small>Torque 56</small>	55 gallon	238.15	2,381.50
7	Texaco Starplex HD2 grease (metal can) <small>Ronox MP</small>	120 # metal can	153.60	1,075.20
20	Texaco Multigear lube 80/90 <small>Gear Oil GX80W-90</small>	5 gallon	26.60	532.00
30	Tractor Hydraulic oil equivalent to Ford 134 & John Deere <small>Torque 56</small>	5 gallon	25.60	768.00
4	80 - 90 gear oil qt. <small>Gear Oil GX80W-90</small>	12/1 case	24.00	96.00
15	80 - 90 gear oil <small>Gear Oil GX80W-90</small>	5 gallon	26.60	399.00
30	Texaco Starplex grease HD2 (metal cont.) <small>Ronox MP</small>	5 gallon	40.25	1,207.50
50	Havoline 10W30 oil (quart) <small>Superflo 10W30</small>	12/1 case	15.36	768.00
700	Havoline 10W30 oil (gallon) <small>Superflo 10W30</small>	bulk	3.65	2,555.00
75	Havoline Dextron III qt. Transmission fluid <small>Superflo ATF</small>	12/1 case	15.36	1,152.00
700	URSA 15W40 (gallon) <small>XD3-15W40</small>	bulk	3.35	2,345.00
50	URSA 15W40 qt. <small>XD3-15W40</small>	12/1 case	14.76	738.00
10	URSA 10 <small>XD3-10W</small>	5 gallon	24.75	247.50
3	URSA 10 <small>XD3-10W</small>	55 gallon	229.90	689.70
10	Starplex HD2 grease (tube) <small>Ronox MP</small>	60/1 case 600 Cartridges	49.20	738.00
GRAND TOTAL				20,976.80

5% Sales Tax 1,048.84
 Grand Total 22,025.64

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: _____

BIDDING ORGANIZATION: Bounty Land Petroleum, Inc.

ADDRESS: P. O. BOX PO Box 394

CITY, STATE, ZIP CODE: Pickens, SC 29671

SIGNATURE OF BIDDERS REPRESENTATIVE: _____

TITLE: Vice President

R. Lane Rochester

BID FORM
 OCONEE COUNTY PURCHASING DEPARTMENT
 201 WEST MAIN STREET
 WALTHAM, S. C. 29691

The LINDSAY OIL COMPANY, 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 oil products for Oconee County Motor Pool

QUANTITY	DESCRIPTION	PACKAGING	UNIT PRICE	TOTAL PRICE
12	Rando 12 Hydraulic oil	55 gallon	3.29	3,948.15
12	URSAX 15W40 oil	55 gallons	4.03	2,659.80
10	10H	55 gallon	4.12	2,260.00
7	Texaco Starplex HD2 grease (metal can)	120 # metal can	1.20	1,008.00
20	Texaco Multigear lube 80/90	5 gallon	5.60	560.00
30	Tractor Hydraulic oil equivalent to Ford 134 & John Deere	5 gallon	4.93	739.50
4	80 - 90 gear oil qt.	12/1 case	6.83	81.96
15	80 - 90 gear oil	5 gallon	5.60	420.00
30	Texaco Starplex grease HD2 (metal cont.)	5 gallon	1.21	1,270.50
50	Havoline 10W30 oil (quart)	12/1 case	4.97	745.50
700	Havoline 10W30 oil (gallon)	bulk	4.79	3,353.00
25	Havoline Dextron III qt. Transmission fluid	12/1 case	4.65	1,046.25
700	URSAX 15W40 (gallon)	bulk	4.97	3,479.00
50	URSAX 15W40 qt	12/1 case	5.31	796.50
10	URSAX 10	5 gallon	4.68	234.00
3	URSAX 10	55 gallon	3.92	646.80
10	Starplex HD2 grease (tube)	60/1 case	1.25	750.00
GRAND TOTAL				

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: _____

BIDDING ORGANIZATION: Lindsay Oil Co. Inc.

ADDRESS: P. O. BOX PO Box 794

CITY, STATE, ZIP CODE: Seneca S.C. 29679

SIGNATURE OF BIDDERS REPRESENTATIVE: Jerry Harland

TITLE: Plant Manager

DATE: 12-4-96

TELEPHONE: 864-878-9388