

A G E N D A
OCONEE COUNTY COUNCIL MEETING
TUESDAY, DECEMBER 1, 1998
7:00 PM
OCONEE COUNTY ADMINISTRATIVE OFFICES
415 S. PINE STREET
WALHALLA, SC

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Public Hearing to Receive Written and/or Oral Comments Regarding an Ordinance with Respect to Proceedings in Connection with the Amendment of Oconee County and Pickens County, South Carolina Joint County Industrial Business Park Entered into by Oconee County with Pickens County, South Carolina.
5. Third & Final Reading of Ordinance 98-11, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AS LESSOR, AND DUNLOP MAXFLI SPORTS CORPORATION, AS LESSEE; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES
6. Third & Final Reading of Ordinance 98-12, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND DUNLOP MAXFLI SPORTS CORPORATION FOR GRANTING CERTAIN INFRASTRUCTURE CREDITS TO DUNLOP MAXFLI SPORTS CORPORATION"

AGENDA

Tuesday, December 1, 1998 – 7:00 pm

Page 2

7. Third & Final Reading of Ordinance 98-13, “AN ORDINANCE TO AMEND THE JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, DATED MAY 4, 1998; SUCH INDUSTRIAL/BUSINESS PARK BEING GEOGRAPHICALLY LOCATED IN PICKENS COUNTY AND OCONEE COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976 §4-1-170, ET SEQUITUR, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX TO THE COUNTIES AND RELEVANT TAXING ENTITIES; AND, TO PROVIDE THAT JOBS TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR INDUSTRIES LOCATING IN SAID PARK, AND TO PERMIT A USER FEE IN LIEU OF AD VALOREM TAXATION”
8. Second Reading of Ordinance 98-14, “AN ORDINANCE GRANTING THE CONSENT OF OCONEE COUNTY TO THE TRANSFER OF CONTROL/ CONSENT TO ASSIGNMENT OF THE NON-EXCLUSIVE CABLE TELEVISION FRANCHISE FROM CHARTER COMMUNICATIONS II, L.P. TO CHARTER COMMUNICATIONS, LLC” – Mr. Buddy Timmons, State Operations Manager, CHARTER Communications
9. Discussion Regarding Insurance for County Owned Buildings – Mr. Cliff Scott, SC Association of Counties
10. Discussion Regarding Seneca Health Clinic – Mr. Bob Craig
11. Discussion & Possible Action Regarding Disposing of County Drug Dog - Sheriff James Singleton
12. Consideration of Bids for Fire Fighting Equipment – Mr. Dewitt Mize, Rural Fire Marshal & Ms. Marianne Dillard, Purchasing Agent
13. Discussion & Possible Action Regarding the offer of Fall Creek & Town Landing Parks to the County

AGENDA

Tuesday, December 1, 1998 – 7:00 pm

Page 3

14. Discussion & Possible Action Regarding Application Fees, Employee Fees & Annual Fees for Adult Entertainment Businesses
15. Discussion & Possible Action Regarding Security for County Offices
16. First Reading of Ordinance 98-15, "AN ORDINANCE TO ESTABLISH FOR OCONEE COUNTY PROVISIONS TO IDENTIFY AND MONITOR HAZARDOUS CHEMICALS/WASTES TO PROTECT THE WELL BEING AND HEALTH OF OCONEE COUNTY RESIDENTS"
17. Old Business
18. New Business
19. Adjourn

Prior to the Council meeting at 7:00 pm, there will be an open meeting at 6:30 pm in Council Chambers, 415 S. Pine Street, Walhalla, SC for the public to express their concerns to Council. Anyone wishing to speak must sign in and give the subject on which they wish to speak.

There will be a meeting of the Oconee County Law Enforcement, Safety, Health, Welfare & Services Committee Tuesday, December 1, 1998 in Council Chambers at 5:30 pm for the purpose of discussing the proposed HAZMAT Ordinance.

The Newry Committee will meet Wednesday, December 2, 1998 at 4:00 pm in Council Chambers.

The R. L. Bryan Company will be demonstrating a document imaging machine in Council Chambers Tuesday, December 1, 1998 at 4:00 pm. We would like for Council Members to attend this demonstration if possible.

MEMBERS, OCONEE COUNTY COUNCIL

Mr. Tim O. Hall, District I Mr. J. Harold Thomas, District II
Mr. Harry R. Hamilton, District III Mrs. Ann H. Hughes, District IV
Mr. Charles R. "Chuck" Timms, District V

MINUTES, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held Tuesday, December 1, 1998 at 7:00 pm in Council Chambers with all Council Members and the County Attorney present.

Press:

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

Members of the press present: Laura Gabrels – Anderson Independent, Brian Fulkerson – Journal/Tribune & Dick Mangrum – WGOG Radio.

Call to Order:

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

Invocation:

Mr. Hamilton gave the invocation.

Minutes:

Mr. Thomas made a motion, seconded by Mr. Timms, approved 5 – 0 that the minutes of the November 17, 1998 meeting be adopted as printed.

Public Hearing:

The first item on the agenda was a public hearing to receive written and/or oral comments regarding the adoption of an ordinance with respect to proceedings in connection with the amendment of Oconee County and Pickens County, South Carolina Joint County Industrial Business Park entered into by Oconee County with Pickens County, South Carolina.

There was no one present with written and/or oral comments for this public hearing.

Ordinance 98 11:

Mr. Hamilton made a motion, seconded by Mr. Hall, approved 5 – 0 that Ordinance 98-11, “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AS LESSOR, AND DUNLOP MAXFLI SPORTS CORPORATION, AS LESSEE; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES” be adopted on third and final reading.

Ordinance 98-12:

Mr. Timms made a motion, seconded by Mr. Thomas, that Ordinance 98-12, “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND DUNLOP SPORTS CORPORATION FOR GRANTING CERTAIN INFRASTRUCTURE CREDITS TO DUNLOP MAXFLI SPORTS CORPORATION” be adopted on third and final reading.

Mr. Hamilton made a motion, seconded by Mrs. Hughes, approved 5 – 0 that the ordinance be amended to include the recommended changes of Bond Counsel as delineated on the attached copy.

Ordinance 98-12 was then adopted on third and final reading by a vote of 5 – 0.

Ordinance 98-13:

Mr. Hamilton made a motion, seconded by Mrs. Hughes, that Ordinance 98-13, “AN ORDINANCE TO AMEND THE JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, DATED MAY 4, 1998; SUCH INDUSTRIAL/BUSINESS PARK BEING GEOGRAPHICALLY LOCATED IN PICKENS COUNTY AND OCONEE COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976 §4-1-170, ET SEQUITUR, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX TO THE COUNTIES AND RELEVANT TAXING ENTITIES; AND, TO PROVIDE THAT JOBS TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR INDUSTRIES LOCATING IN SAID PARK, AND TO PERMIT A USER FEE IN LIEU OF AD VALOREM TAXATION” be adopted on third & final reading.

Ordinance 98-13 Continued:

Mr. Hall made a motion, seconded by Mrs. Hughes, approved 5 – 0 that Ordinance 98-13 be amended to include the changes recommended by Bond Counsel as delineated on the attached copy.

Ordinance 98-13 was then adopted 5 – 0.

Ordinance 98-14:

Mr. Thomas made a motion, seconded by Mr. Hall, approved 5 – 0 that Ordinance 98-14, “AN ORDINANCE GRANTING THE CONSENT OF OCONEE COUNTY TO THE TRANSFER OF CONTROL/CONSENT TO ASSIGNMENT OF THE NON-EXCLUSIVE CABLE TELEVISION FRANCHISE FROM CHARTER COMMUNICATIONS II, L.P. TO CHARTER COMMUNICATIONS, LLC” be adopted on second reading and that before third reading is considered on December 15, 1998 that the county have all the financial and other documentation deemed necessary by Council and the County Attorney to make an informed decision.

Insurance for County Owned Buildings:

Mr. Clif Scott and Mr. Kevin Elmore of the SC Association of Counties presented Council with the attached proposal for property and liability insurance. Mr. Scott informed Council that the South Carolina Counties proposal for all county buildings and vehicles is \$281,000 versus the \$390,000 the county is currently paying the Insurance Reserve Fund.

After considerable discussion Mr. Orr assigned this matter to the Purchasing, Contracting, Real Estate, Building & Grounds Committee along with the Purchasing Agent, the Finance Director and the Council Clerk.

The committee scheduled a meeting at 12:45 pm December 15, 1998 in Council Chambers to discuss the matter.

Fire Fighting Equipment:

Upon recommendation of Mr. Dewitt Mize, Rural Fire Marshal & Ms. Marianne Dillard, Purchasing Agent, Mr. Thomas made a motion, seconded by Mr. Hall, approved 5 – 0 that the bid for fire fighting equipment be awarded on a per item basis to the low bidder that met specifications delineated on the attached bid sheet:

Fire Fighting Equipment Continued:

Charlotte Equipment Sales Inc.	\$ 2,868.07
UFCE, Inc.	\$ 1,095.15
Nafeco, SC	\$ 1,493.10
Slagle Fire Equipment	\$ 3,414.44
Onfire Corporation	\$ 1,013.75
Fireline, Inc.	\$ 2,174.55
Carolina Safety Association	\$ 3,983.86
Asheville Fire & Safety	\$ 3,018.75
Anderson Fire & Safety	\$14,130.90
TOTAL:	\$33,192.57

Fall Creek & Town Landing Parks:

Mr. Orr assigned the offer of Fall Creek and Town Landing Parks to the county to the Purchasing, Contracting, Real Estate, Building & Grounds Committee.

Fees for Adult Entertainment Businesses:

After considerable discussion, Mr. Hall made a motion, seconded by Mr. Hamilton, approved 3 – 2 (Mrs. Hughes & Mr. Thomas voting against) that the fees for an adult entertainment business in Oconee County be established at \$1,000 for an application fee, \$1,000 for an annual fee and \$25 per employee fee. Both Mrs. Hughes & Mr. Thomas indicated that further study should be conducted before these fees were established.

Security Officer for County Offices:

Mr. Orr assigned the need for a security officer for county offices to the Law Enforcement, Safety, Health, Welfare & Services Committee who scheduled a meeting Tuesday, January 5, 1999 to discuss the matter.

HAZMAT Ordinance:

It was the recommendation of the Law Enforcement, Safety, Health, Welfare & Services Committee that first reading of “AN ORDINANCE TO ESTABLISH FOR OCONEE COUNTY PROVISIONS TO IDENTIFY AND MONITOR HAZARDOUS CHEMICALS/WASTES TO PROTECT THE WELL BEING AND HEALTH OF OCONEE COUNTY RESIDENTS” be postponed until

Ordinance 98-15 Continued:

January, 1999 as the new Council will take office at that time. This recommendation was unanimously adopted.

Non-Profit Policy:

To Mr. Hall's inquiry, Mr. Cain, County Attorney, informed Council he did not have a policy regarding non-profit organizations using the county parks ready for their consideration at this time.

Drug Card Co-Pay:

Mr. Hall informed Council that several employees had expressed feelings that the co-pay on the drug card Council approved, effective January, 1999 was too high. Mr. Orr assigned this matter to the Personnel & Intergovernmental Committee.

Appeal Board for Ordinance 98-5:

Mrs. Hughes made a motion, seconded by Mr. Hamilton, approved 5 – 0 that Mr. Douglas Hughes be appointed to represent District IV on the appeals board for Ordinance 98-5.

Adult Entertainment Club:

To Mr. Timms inquiry regarding the adult entertainment business near the Anderson County line Mr. Cain, County Attorney, informed Council he expected litigation would be after the first of the year and Anderson County will be invited to join Oconee County in their efforts regarding this matter.

Honoring of the late Dr. Battle:

Mr. Hamilton made a motion, seconded by Mr. Timms, approved 5 – 0 that a resolution on a plaque be adopted honoring the late Dr. C. T. Battle, Jr., this plaque be placed in the Rosa Clark Clinic and other commemorations on his behalf be investigated.

Personnel Meeting:

The Personnel & Intergovernmental Committee scheduled a meeting Tuesday, December 15, 1998 at 1:45 pm for the purpose of discussing the co-payment on the drug card.

Minutes, Oconee County Council Meeting
Tuesday, December 1, 1998 – 7:00 pm
Page 6

Purchase Meeting:

The Oconee County Purchasing, Contracting, Real Estate, Building & Grounds Committee will be meeting with the Aeronautics Commission Tuesday, December 8, 1998 for the purpose of viewing airport runway safety areas.

Law Enforcement Meeting:

Mr. Orr announced that the members of the Law Enforcement, Safety, Health, Welfare & Services Committee would be meeting with Mr. Bob Craig of the Health Department Friday, December 4, 1998 at 10:00 am in Council Chambers for the purpose of discussing the Seneca Health Clinic.

Newry Committee:

Mr. Orr informed Council that representatives of Congressman Lindsay Graham's office would be meeting in Council Chambers Monday, December 14, 1998 at 11:00 am to discuss possible funding sources for the Newry Sewer.

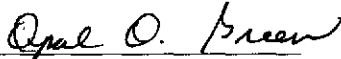
Road Committee Meeting:

The Roads & Transportation Committee scheduled a meeting Tuesday, December 15, 1998 at 11:00 am for the purpose of viewing Big Ridge Road.

Adjourn:

Adjourn: 8:20 pm

Respectfully Submitted


Opal O. Green
Council Clerk

ORDINANCE

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND DUNLOP MAXFLI SPORTS CORPORATION FOR GRANTING CERTAIN INFRASTRUCTURE CREDITS TO DUNLOP MAXFLI SPORTS CORPORATION

WHEREAS, the County is authorized by Section 4-1-175 of the Act to provide an infrastructure tax credit (the "Infrastructure Credit"), secured by and payable solely from revenues of the County from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-12-30 of the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County in order to enhance the economic development of the County; and

DID SAY ANDERSON CO.

WHEREAS, the County and ~~Pickens County~~ have established a joint county industrial business park (the "Park") by entering into an Agreement for Development for a Joint County Industrial Park (the "Park Agreement"); and

WHEREAS, in accordance with the provisions of an Inducement Agreement dated as of November 5, 1998, by and between Dunlop Maxfli Sports Corporation, a corporation existing under the laws of the State of Delaware (the "Company") and the County, the Company has determined that it desires to construct a facility for the purpose of manufacturing of sports equipment and accessories in the Park, which facility will consist of certain land, buildings and equipment associated with the infrastructure to be owned, leased or used by the Company (the "Infrastructure") and to be located on the real property described in *Exhibit A* attached hereto (the "Project"); and

DID SAY ANDERSON CO.

WHEREAS, pursuant to ^{the} provisions of the Joint County Industrial Park by and between Oconee County and ~~Pickens County~~ dated May 4, 1998, and as amended from time to time, the Company is obligated (i) to make or cause to be made payments in lieu of taxes ("Fee Payments") in amounts equal to the payments specified in the ordinance of Oconee enacted on December 1, 1998 pursuant to Section 4-12-30 of the Act authorizing payments in lieu of taxes with respect to the Project, (ii) to maintain the Project in good repair at its own expense and (iii) to carry all proper insurance with respect thereto; and

WHEREAS, having determined that the Project will provide public benefits incident to conducting industrial operations, and in order to implement the public purposes enumerated in the Act and in furtherance thereof to assist the Company in expanding and maintaining an industrial facility within the State of South Carolina, the County has agreed to assist in financing

a portion of the costs of the Infrastructure through an Infrastructure Credit in an amount equal to 25% percent of the Fee Payments paid by the Company in the Park; and

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 Company to locate an industrial facility in the State of South Carolina, the financing of the Infrastructure by the County through Infrastructure Credits is hereby authorized, ratified and approved.

Section 2. Pursuant to the authority of the Act, there is hereby authorized to be provided, and shall be provided, an infrastructure tax credit of the County in the amount of twenty-five (25%) percent of the Fee Payments after the payments of any fees due to ~~the Company~~ pursuant to the Park Agreement each year for the first ten (10) years of negotiated payments pursuant to 4-12-30 of the Act commencing in the year property is first made subject to the Lease.

DID SAY ANDERSON CO.

Nothing in this ordinance shall be construed as an obligation or commitment by the County to expend any of its funds other than the portion of Fee payments represented by the Infrastructure Credit derived by the County which shall be payable solely as a credit against Fee Payments due by the Company to the County.

The County has determined that the purposes to be accomplished by the Project are proper governmental and public purposes and that the inducement of the location of the Project within the State of South Carolina is of paramount importance and the benefits of the Project are greater than the cost, and that the Project is anticipated to benefit the general public welfare of the County in that the proposed Project will provide services, employment, and other public benefits not otherwise provided locally; and that the Project will give rise to no pecuniary liability of the County, or a change against its general credit or taxing power.

DID SAY CHAIRMAN OF CO

Section 3. ~~The Supervisor/Chairman of the County Council~~ and the Clerk to the County Council and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this ordinance.

Section 4. 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 5. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such 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 1st day of December, 1998.

OCONEE COUNTY, SOUTH CAROLINA

Harrison E. Orr, Supervisor/Chairman of County Council
Oconee County, South Carolina

ATTEST:

Opal O. Green, Clerk to County Council
Oconee County, South Carolina

First Reading: November 10, 1998
Second Reading: November 17, 1998
Public Hearing: November 17, 1998
Third Reading: December 1, 1998

EXHIBIT A

DESCRIPTION OF LAND

All that piece, parcel or lot of land containing 51.05 acres, more or less, situate, lying and being on the southeastern side of U. S. Highway 123, near the Town of Westminster, in the County of Oconee, State of South Carolina as described in the deed from Pearl M. McClure, et al. to Dunlop Tire and Rubber Corporation recorded in the Office of the Clerk of Court for Oconee County, South Carolina in Deed Book 8C at Page 113, reference being made to said deed for a more complete description thereof.

LESS, HOWEVER, the following described properties:

All that certain piece, parcel or lot of land being 50 feet square, situate, lying and being near the Town of Westminster, in the County of Oconee, State of South Carolina as described in the deed from Dunlop Tire and Rubber Corporation to Town of Westminster recorded in the said Clerk's Office in Deed Book 8-E at Page 218.

ALSO, all that certain piece, parcel or strip of land lying and being a 30-foot strip, situate, lying and being near the Town of Westminster, in the County of Oconee, State of South Carolina as shown on a plat thereof recorded in Plat Book P45 at Page 22 and as described in the deed from Dunlop Tire & Rubber Corporation to Blue Ridge Electric Cooperative, Inc. recorded in said Clerk's Office in Deed Book 14-C at Page 85.

ORDINANCE NO.

AN ORDINANCE TO AMEND THE JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, DATED MAY 4, 1998; SUCH INDUSTRIAL/BUSINESS PARK BEING GEOGRAPHICALLY LOCATED IN PICKENS COUNTY AND OCONEE COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976 §4-1-170, ET SEQUITUR, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX TO THE COUNTIES AND RELEVANT TAXING ENTITIES; AND, TO PROVIDE THAT JOBS TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR INDUSTRIES LOCATING IN SAID PARK, AND TO PERMIT A USER FEE IN LIEU OF AD VALOREM TAXATION.

WHEREAS, Oconee County, South Carolina and Pickens County, South Carolina (jointly the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial or business park within the geographical boundaries of one or more of the member Counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties, Oconee County, South Carolina entered into an agreement with Pickens County, South Carolina to develop jointly an industrial and business park as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, (the "Act"),

WHEREAS, the Counties executed an Agreement for Development for Joint County Industrial Park dated May 4, 1998 (the "Agreement") and the Counties now wish to amend the Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL:

SECTION I. Oconee County is hereby authorized to amend the Agreement so as to expand the Park premises located within Oconee County and Pickens County. The form of the amended joint industrial park agreement (the "Amended Agreement") is attached hereto, and all terms of the Agreement and Amended Agreement are incorporated herein. The form, terms and provisions of the Amended 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 Amended Agreement were set out in

DID SAY CHAIRMAN OF OC + ADMINISTRATOR

this Ordinance in its entirety. ~~The Chairman/Supervisor of the County Council and the County Council~~ be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amended Agreement in the name and on behalf of the County. The Amended 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 Amended Agreement now before this meeting.

SECTION II. The maximum tax credits allowable by South Carolina Code of Laws, 1976, Section 12-7-1220, as amended, will apply to any business enterprise located in the Park.

SECTION III. Any business enterprise locating in the Park shall pay a fee in lieu of ad valorem taxes as provided for in the Agreement, as amended, Article VIII, Section 13 of the South Carolina Constitution and the Act. The user fee paid in lieu of ad valorem taxes shall be paid to the county treasurer for the county in which the premises is located. That portion of the fees from the Park premises located in Pickens County and allocated pursuant to the Agreement, as amended, to Oconee County shall be paid by the Pickens County Treasurer to the Oconee County Treasurer within five business days of receipt for distribution, such distribution shall be made in accordance with the Agreement. That portion of the fees from the Park premises located in Oconee County and allocated pursuant to the Agreement, as amended, to Pickens County shall be paid by the Oconee County Treasurer to the Pickens County Treasurer within five business days of receipt for distribution, such distribution shall be made in accordance with Agreement, as amended. Payments shall be made by a business or industrial enterprise on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the county tax collector for the county where the premises is located, shall maintain all liens and rights to foreclose upon liens provided for the counties in the collection of ad valorem taxes.

SECTION IV. The administration, development, promotion, and operation of the Park shall be the responsibility of the county in which each premises of the Park is located. Provided, that to the extent any Park premises is owned by a private developer, the developer shall be responsible for development expenses as contained in the Agreement, as amended.

SECTION V. In order to avoid any conflict of laws or ordinances between the Counties, the Oconee County ordinances will be the reference for such regulations or laws in connection with the Park premises located within Oconee County and the Pickens County ordinances will be the reference for such regulations or laws in connection with the Park premises located within Pickens County. Nothing herein shall be taken to supersede any state or federal law or regulation. The county in which the premises is located is specifically authorized to adopt restrictive covenants and land use requirements for the Park at the county's sole discretion.

SECTION VI. The Sheriff's Department for the county within the Park premises is located will have initial jurisdiction to make arrests and to exercise all authority and power within the boundaries of the Park premises located within each county, and fire, sewer, water and EMS services will be provided by the service district within whose jurisdiction the Park premises are located.

SECTION VII. Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION VIII. The Agreement, as amended, may not be terminated except by concurrent ordinances of Oconee County Council and Pickens County Council. In any event, this Ordinance shall terminate twenty (20) years from the date of its execution by both parties.

SECTION IX. Oconee County hereby designates the following distribution of the portion of the fee-in-lieu of ad valorem taxes received by Oconee County pursuant to the Agreement, as amended, for Park premises located in Pickens County.

Oconee County, South Carolina	100%
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SECTION X. Oconee County hereby designated that the distribution of the fee in lieu of ad valorem taxes pursuant to the Agreement received by Oconee County for Park premises located in Oconee County be paid to each of the taxing entities in Oconee County which levy an ad valorem property tax in any of the areas comprising the Oconee Park in the same percentage as is equal to that taxing entity's percentage of the millage rate being levied in the then current tax year for the property tax purposes, provided that the County may, from time to time, by ordinance, amend the distribution of the fee in lieu of tax payments to all taxing entities. A portion of the fee in lieu of ad valorem taxes which Oconee County receives pursuant to the Agreement, as amended, for Park premises may be, from time to time and by ordinance of Oconee County Council or its successor, designated for the payment of Special Source Revenue Bonds issued pursuant to Sections 4-1-175 and 4-29-68 of the South Carolina Code of Laws, 1979, as amended.

SECTION XI. The Ordinance shall be effective after third and final reading and publication.

Passed and approved this 1st day of December, 1998.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Harrison E. Orr, Supervisor/Chairman County
Council, Oconee County, South Carolina

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

First Reading: November 5, 1998
Second Reading: November 17, 1998
Public Hearing: December 1, 1998
Third Reading: December 1, 1998

ORDINANCE NO. _____

AN ORDINANCE GRANTING THE CONSENT OF
OCONEE COUNTY TO THE TRANSFER OF
CONTROL/CONSENT TO ASSIGNMENT OF THE
NON-EXCLUSIVE CABLE TELEVISION FRANCHISE
FROM CHARTER COMMUNICATIONS II, L.P.
TO CHARTER COMMUNICATIONS, LLC

WHEREAS, OCONEE COUNTY ("Grantor") granted to CHARTER COMMUNICATIONS II, L.P. ("Grantee"), a franchise as set forth in Ordinance No. 86-5, dated October 21, 1986; as amended by Ordinance No. _____, dated 19____, and Ordinance No. _____, dated _____, 19____ to own and operate a cable television system in OCONEE COUNTY (the "Franchise");

WHEREAS, on July 29, 1998 Grantee entered into a Purchase Agreement (the "Agreement") with Paul G. Allen ("Applicant" or Transferee");

WHEREAS, the Agreement provides for the sale of stock, the transfer of control and the restructuring of Grantee;

WHEREAS, Grantee filed an FCC Form 394 Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise with Grantor on or about August 29, 1998.

WHEREAS, Grantor has fully conducted a thorough review and investigation into the legal, technical and financial qualifications of Applicant and Transferee to own and operate the cable television system in light of the above-referenced FCC Form 394; and

WHEREAS, all written comments and staff reports have been received, and made a part of the record; and

WHEREAS, following review and investigation, the Grantor has concluded that the Transferee has established that it meets the legal, technical and financial criteria to operate the cable television system and has satisfied all criteria set forth in and/or under all applicable or required Oconee County and federal documents, laws, rules and regulations, including FCC Form 394.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the foregoing and the promises set forth herein, the Grantor agrees to the following:

1. Grantor consents to the restructuring of Grantee and the transfer of control/consent to assignment of franchise of the cable system service Grantor effective upon the closing of the transactions contemplated by the Agreement;
2. Grantor further consents to the change of name or corporate designation attendant with the restructuring of Grantee, if any, as set forth within the FCC Form 394;
3. Grantor confirms that (a) the Franchise is valid and outstanding and in full force and effect; (b) there have been no amendments or modifications to the Franchise, except as set forth herein; (c) Grantee is materially in compliance with the provision of the Franchise; and (d) there are no defaults under the Franchise, or events which, with the giving of notice or passage of time or both, could constitute events of default thereunder.
4. Upon acceptance of this Ordinance and the Franchise, by signing below Transferee may (a) assign or transfer its assets, including the Franchise provided however, that such assignment or transfer is to a parent or subsidiary of Transferee or another entity under direct or indirect control of Paul Allen; (b) restructure debt or change the ownership interests among existing equity participants in Transferee, and/or its

affiliates; (c) pledge or grant a security interest to any lender(s) of Transferee's assets, including but not limited to the Franchise, or of interests in Transferee, for purposes of securing an indebtedness, without obtaining prior consent of Grantor; (d) sell capital stock of Transferee, or any of Transferee's affiliated companies, in a transaction commonly known as an "initial public offering" provided that: Transferee represents in writing to Grantor that such transaction will have no foreseeable effect on the agreement between Grantee and Transferee relating to the management and operation of the cable system in the franchise service area.

5. This Ordinance shall take effect immediately.

Duly adopted this ____ day of _____ 1998, by the Grantor.

By: _____
Administrator

ATTEST:

By: _____

(TOWN SEAL)

WE CONSENT TO AND ACCEPT THE TERMS AND CONDITIONS OF THIS ORDINANCE.

DATE OF ACCEPTANCE:

(TRANSFEREE)

BY: _____

ATTEST:

Proposal

for:

OCONEE COUNTY

December 1, 1998

South Carolina Counties Property & Liability Trust

Oconee County

COVERAGE SUMMARY

<u>Coverage</u>	<u>Deductible</u>
I. Property: "All Risks"; Replacement Cost for Buildings, Actual Cash Value for Equipment Blanket (Buildings, Equipment, Computers):	\$1,000
II. General Liability: \$1,000,000 per occurrence \$2,000,000 annual aggregate	None
III. Law Enforcement Liability: \$1,000,000 per occurrence \$2,000,000 annual aggregate	None
IV. Public Officials Liability / Errors & Omissions: \$1,000,000 per occurrence \$1,000,000 annual aggregate	None
V. Auto Liability: \$1,000,000 per occurrence Auto Physical Damage: Actual Cash Value	None \$1,000
VI. Crime - \$100,000 Limit for Employee Dishonesty, Depositor's Forgery, Money & Securities, Money Orders & Counterfeit Currency:	\$1,000
VII. Boiler & Machinery - (separately insured with Travelers)	\$1,000

Total Pro-rated Contribution (3/1/99 – 8/1/99):	\$ <u>117,912</u>
Total Annual Contribution (8/1/98 - 8/1/99):	\$ <u>281,414</u>

The various contracts of insurance we provide are discussed on this page and throughout this proposal. While every effort has been made to make this brief outline as complete as possible, it does not contain a full restatement of the contracts. In the event of any conflict or omission, the terms of the actual contract of insurance shall be paramount in every instance.

South Carolina Association of Counties Property & Liability Trust

Membership Benefits

- * **Members own the Trust** and it is nonprofit. Unlike an insurance company, the Trust's only objective is to serve its membership.
- * **Trust is run by the Counties for the Counties.** The Trust's Board of Trustees is made up of county government officials.
- * **Coverages & Services Tailored** to South Carolina County Governments instead of the insurance industry standard "one size fits all".
- * **Long Term Budget Stability** provided through the Trust helps Counties minimize the peaks and valleys in their insurance premiums over the long-term.
- * **Specialized Risk Control Services including Law Enforcement and Detention Centers.** These services are provided by full-time Association staff and are specific to County Government.
- **Non-auditable.** Pricing through the Trust is basically non-auditable; meaning Members will not be assessed for additional Buildings, Equipment, or Autos, acquired during the policy year. (Provided that the entire Trust does not exceed the reinsurance limit for newly acquired property. This has not happened to date.) You should note both SCIRF and commercial insurers would charge for these additions.
- * **No Co-insurance Clause.** No penalty on claims settlements for under-insured values.
- * **Local Service** provided by dedicated full-time personnel who specialize in assisting County Governments. The Service Team professionals that assist the Trusts are all located within the State of South Carolina where they can provide prompt responsive service.
- * **Additional Liability insurance coverage.** Individuals sued in Federal Court under 42 USC § 1983 have an additional 4 million in liability coverage (this makes the total coverage limit \$5,000,000 for claims filed under this Section).

South Carolina Association of Counties Property & Liability Trust

Overview

HISTORY:

The South Carolina Counties Property & Liability Trust (SCCP<) was formed in 1995 due largely to the success of the South Carolina Counties Workers' Compensation Trust (SCCWCT). The Property & Liability Trust started with only four members and now has 19 participants. The South Carolina Association of Counties (SCAC) started the SCCWCT in 1984 with 11 Counties. Almost 14 years later, the Workers' Compensation Trust has grown to include 43 of 46 South Carolina Counties. The Property & Liability Trust is well on its way to matching the tremendous growth of the Workers' Compensation Trust.

WHY A TRUST?

The Trusts were designed by and for South Carolina County Government, with the goal of providing insurance to Counties at the lowest possible rates while also offering dedicated services uniquely tailored to the needs of County government. The Board of Trustees of each Trust is made up of County officials who are elected by the SCAC Board of Directors. The Trusts are run by the Counties for the Counties.

ELIGIBILITY/ BENEFITS:

Unlike insurance purchased through traditional insurance companies, only Counties and County government related agencies are eligible for Trust membership. Therefore, the Trusts consist of a homogenous group of risks with similar exposures. This allows the Trusts to minimize the "peaks and valleys" of pricing over the long term. Basically, the Trusts can provide long-term rate/premium stability unlike traditional insurance companies who mix Counties in with other types of business. The Trusts understand that stability is important in the County's budget.

Additionally, members of the Trust own the Trust. This creates a collective effort among South Carolina's Counties. The Trust shares your goals of reducing risk, saving budget dollars and simplifying administrative insurance related tasks.

THIRD PARTY ADMINISTRATION (TPA) SERVICES:

The Trust contracts with Davis Garvin Agency to provide Third Party Administration (TPA) services. They are located in Columbia, SC and provide Claims Management, Excess Insurance Brokerage, and Administration functions for the Trust. The Trust chose Davis Garvin as the TPA for a number of reasons including lower cost and better services.

Claims Management Services:

Southeastern Claims Service, Inc. (a Davis-Garvin Company) is responsible for the handling of the claims for both Trusts. Our goal is to process fair and equitable claim settlements and payments as quickly and efficiently as possible while keeping you informed. Southeastern Claims maintains a philosophy of "face-to-face adjusting". Detailed loss reports will be made available to members. A 24-hour toll-free number is available to report claims (877-732-5171).

Marketing & Administration Services:

New member marketing, cost allocation, certificates of insurance, renewal processing, and coverage questions are also conducted by Davis-Garvin Agency. They may be contacted at 800-845-3163.

SC COUNTIES RISK MANAGEMENT SERVICES:

In April, 1998 the South Carolina Association of Counties Risk Management Staff began offering risk management services to members of the SC Counties Workers' Compensation Trust and the SC Counties Property & Liability Trust. The Association hired two risk managers with extensive experience working with South Carolina Counties John Henderson, Director of Risk Management and Robert Benfield, Risk Manager. This action was taken to insure that Trust members would receive the very best service possible to help all members reduce their total cost of risk.

The Boards of Directors of both Trusts believe very strongly in the benefits of aggressive risk management and actively encourage all members to develop and improve their risk management programs. The cost of Property, Liability, and Workers' Compensation claims are simply too high for local governments to operate without sound risk management programs.

SC COUNTIES RISK MANAGEMENT SERVICES (continued):

Our Risk Managers work closely with members to guide them in the following:

- Development of effective risk management programs, with guidance and training
- Assess loss exposures and implement control measures to effectively deal with those exposures.
- Evaluations of facilities and work practices.
- Written reports and recommendations are provided to help Members identify and control potential exposures.
- Robert Benfield works exclusively with law enforcement and detention center directors to deal with exposures unique to their operations.

(Please refer to the Risk Management tab for a detailed description of services available to Trust members.)

REINSURANCE:

Reinsurance protects the financial stability of the Trust from adverse claims experience. To ensure this stability, the Trust has strong reinsurance to guard against unfavorable loss experience (severity and frequency). Reinsurance support attaches above \$50,000. The financial protection of members from catastrophic losses receive top priority.

COVERAGES:

Although the Trust already offers competitive coverages, we consider coverage an on-going project and we are always looking for ideas on coverage enhancements and other improvements that can better serve South Carolina's Counties.

South Carolina Counties Property & Liability Trust

OCONEE COUNTY

PROPERTY COVERAGE SUMMARY:

Perils Covered: "All Risks" except as excluded by policy form. Flood (if outside 100 year flood plain) and Earthquake are included on a limited basis.

Deductible: \$1,000 per occurrence

Valuation: Replacement Cost for Buildings
Actual Cash Value for Inland Marine
Actual Cash Value for Computers

Coinsurance: No Requirement

Basis of Premium:

Buildings & Contents:	Total Buildings Values:	\$ 23,361,348
	Total Contents Values:	\$ <u>incl. w/ buildings.</u>
	Current Builders' Risk:	\$ 2,079,320
	Valuable Papers/Records:	\$ _____
	Accounts Receivable:	\$ _____

Inland Marine:	Mobile Equipment/Off Road:	\$ 4,660,140
	Contractors Equipment:	\$ _____
	Communication Towers:	\$ _____
	Voting Machines:	\$ _____
	Mobile Radios:	\$ _____
	Fine Arts/Library/Museum:	\$ 25,000
	Boats under 26ft:	\$ _____
	Trailers:	\$ _____
	Generators:	\$ _____
	Water Towers:	\$ _____
Misc / Emerg. Com. Post Van	\$ 21,000	

Computers:	Hardware:	\$ 887,108
	Software:	\$ <u>incl with above</u>

Special Features / Additional Coverages (no charge):

- No Additional Charge for Property added during the course of the policy year (if total pooled values are less than \$5,000,000).
- \$25,000 - Property away from the premises.
- \$25,000,000 – Flood / Earthquake Coverage included (annual aggregate for all members).
- \$100,000 - Business Interruption / Extra Expense Limit provided at no charge. (additional limits available upon request).
- \$25,000 Rental Income Limit provided at no charge (additional limits available upon request).
- \$25,000 - Personal Property of Others.
- \$25,000 - Valuable Papers & Records (additional limits available upon request).
- \$25,000 - Transit Extension.
- Sewer backup included as cause of loss to buildings and contents.

South Carolina Counties Property & Liability Trust

OCONEE COUNTY

GENERAL LIABILITY COVERAGES:

Limits: \$1,000,000 per occurrence
\$2,000,000 annual aggregate

Sublimits: \$ 1,000 Premises Medical Payments (per person)
\$ 1,000 Premises Medical Payments (per accident)

Deductible: None

Basis of Premium: Total Estimated 1998-99 Payroll: \$ 9,002,246
Number of full-time Employees: 337
Number of Part-time Employees: 46
Number of Volunteers: 273

Special Features / Additional Coverages (no charge):

- Host Liquor Liability
- Employment Practices Liability
- Employee Benefits Liability
- Occurrence Policy Format
- Incidental Medical Malpractice for EMT's & Paramedics

LAW ENFORCEMENT LIABILITY COVERAGES:

Limits: \$1,000,000 per occurrence
\$2,000,000 annual aggregate

Deductible: None

Special Features / Additional Coverages (no charge):

- Violation of Civil Rights & First Aid Coverage (up to 5 million)

South Carolina Counties Property & Liability Trust

OCONEE COUNTY

AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE COVERAGES:

Limits: \$1,000,000 per occurrence
(bodily injury / property damage to a third party)

Sublimits: Uninsured Motorist = \$15,000 per person, \$30,000
per occurrence, \$5,000 each occurrence property
damage

Deductible: None for Liability
\$1,000 for Physical Damage
(Comprehensive & Collision)

Valuation: Actual Cash Value for vehicles with physical
damage coverage

<u>Basis of Premium:</u>	Total Number of Vehicles:	<u>243</u>
	Amount of Physical Damage:	<u>\$4,682,640</u>

Special Features/Additional Coverages (no charge):

- Non-owned / Hired Auto Liability
- No year end audit. No charge for vehicles added during the policy year.

South Carolina Counties Property & Liability Trust

OCONEE COUNTY

CRIME/BLANKET BOND COVERAGES:

Coverages / Limits:

Employee Dishonesty / Faithful Performance:	\$100,000 each and every loss
Depositor's Forgery	\$100,000 each and every loss
Money & Securities (inside premises)	\$100,000 each & every loss
Money & Securities (outside premises)	\$100,000 each & every loss
Money Orders & Counterfeit Currency	\$100,000 each and every loss

Deductible:

\$1,000 each and every loss

SOUTH CAROLINA ASSOCIATION OF COUNTIES

Risk Management

Custom training programs can be developed for members based on each county's unique needs. Listed below are some of the typical services available to members from the Risk Management Staff:

Accident Investigation

Customized training for managers and supervisors in accident investigation techniques. Supervisors learn how to get to the real underlying cause of an accident or near miss so that corrective actions can be taken to avoid similar mishaps in the future. (1 hour)

Inspections

Managers and supervisors learn how to create a self-inspection program for their work areas. Participants learn the key areas to include in inspections and how to customize an inspection checklist for their specific work area. (1 hour)

Safety Management for Supervisors

In this training geared toward line supervisors, participants will learn the basic safety management techniques all supervisors should practice to insure the safety of the workers and safe guard county property and resources. (6 hours)

On Site Safety Evaluations

Surveys of work areas and property are conducted to identify potential loss exposures. These surveys also provide an opportunity for county personnel to learn one on one with our risk managers the process of loss exposure identification.

Accident Investigation

Risk managers will assist county personnel in the rapid investigation of serious accidents and fatalities.

Defensive Driver Training Courses

Defensive Driving Course-4 (DDC-4)

A four-hour course from the National Safety Council designed to give all drivers defensive driving techniques in an interactive format.

Coaching the Emergency Vehicle Operator (CEVO)-Ambulance

A six-hour course from the National Safety Council designed to teach ambulance operators to anticipate, recognize and respond to driving hazards in both emergency and non-emergency situations. The course covers: running with lights and sirens, night driving, hydroplaning, handling other drivers' reactions, city driving, fatigue and stress.

Coaching the Emergency Vehicle Operator (CEVO)-Fire

A six-hour course from the National Safety Council that can be used to teach volunteer firemen defensive driving skills for the operation of fire trucks. The course covers: running with lights and sirens, night driving, hydroplaning, handling other drivers' reactions, city driving, fatigue and stress.

Coaching the Emergency Vehicle Operator (CEVO)-Police

A six-hour course from the National Safety Council designed for sheriff's deputies. The course covers backing, running with lights and sirens, pulling offenders, and legal rulings of actual accidents involving law enforcement vehicles. This course has been accredited by the South Carolina Department of Public Safety, Criminal Justice Academy Division, for five hours of Continuing Law Enforcement Education credits.

Coaching the Maintenance Truck Operator

A six-hour course from the National Safety Council designed for drivers of vehicles found in Public Works and Solid Waste departments. Participants learn to anticipate and respond to potential collision situations, both on the road and at the work site.

Law Enforcement Policy and Procedure Manual Review:

Working with agency personnel, review and discuss the department's policy and procedure manual as it relates to operations and mandated state standards. Sample policies relating to high liability issues will be provided to those agencies requesting assistance.

Liability and Hazard Assessment:

On-site physical review and assessment of sheriff's office and detention center facilities to identify areas of liability and risk exposure. Review loss history, operations, policies and procedures, and training to identify exposures and deficiencies which may cause accidents, injuries, or liability. Once the exposures have been identified, work with staff to formulate recommendations and develop a risk management plan.

Detention Center Staffing Study:

Review blue prints and management philosophy with facility administrator to help identify posts and positions. Formulate the number of detention personnel, taking into consideration training, sick time, vacation, and other factors, needed to operate a new or modified facility in the most secure and efficient manner possible. Submit a report documenting the identified positions and services that will be performed at each post. Work with the facility administrator and county chief administrative officer to present the findings to county council.

Regional Training Seminars:

Throughout the year, free regional training seminars on law enforcement and detention center topics will be conducted. The seminars focus on areas identified by Sheriffs and Detention Center Administrators. The lesson plans for these seminars are submitted to the South Carolina Department of Public Safety, Criminal Justice Academy Division, for Continuing Law Enforcement Education credits.

Consultation Services:

Staff risk managers are available on a continuing basis to provide assistance to members by answering questions and addressing concerns pertaining to risk management and employee safety issues.

South Carolina Association of Counties:

John Henderson, ARM, ALCM - Director of Risk Management Services

Mr. Henderson, a SCAC staff member, directs risk management services to Trust members. Mr. Henderson works closely with all members to help them evaluate and improve their risk management programs. He serves as a trainer for county risk managers through his frequent on-site service to members. He has been the principal provider risk management services to South Carolina counties since 1991. Mr. Henderson has 20 years experience in the insurance industry, including 13 years as a commercial underwriter.

Robert Benfield, ARM - Risk Manager

Mr. Benfield, a SCAC staff member, provides risk management services to sheriff's offices and detention centers of Trust members. He has provided risk management services to the law enforcement community in North and South Carolina for the past 5 years. He is a member of the South Carolina Law Enforcement Accreditation Council and attends the Local Detention Center Committee and Juvenile Detention Facility Standards Committee as a staff liaison for the South Carolina Association of Counties.

Robert is a graduate of the University of South Carolina and also has a Masters in Criminal Justice Degree from USC.

South Carolina Counties Property & Liability Trust

DAVIS-GARVIN SERVICE TEAM:

Marketing & Administration

Kevin Elmore, CPCU, ARe - Account Director

Kevin has over 13 years experience in property and casualty insurance and reinsurance. He has been with Davis Garvin for the last three years and was formerly with a reinsurance brokerage firm for 11 years where he designed special programs and negotiated reinsurance support. Kevin is responsible for the overall coordination of services provided to the South Carolina Counties Self-Insured Trusts. In 1996, he successfully completed the Chartered Property & Casualty Underwriter (CPCU) and Associate in Reinsurance (ARe) programs. Kevin is a 1974 graduate of The Citadel, BS Business Administration.

Pam Selkinghaus, ARM – Account Coordinator

Pam is responsible for the general administration of both Trusts including answering questions and coordinating communications within the team. . She worked for the prior third party administrator of the Trusts for almost 6 years. Pam has assisted County governments with their insurance needs in the States of Virginia, North Carolina and South Carolina. She holds the Associate in Risk Management designation (ARM). Pam is a graduate of the University of South Carolina where she double majored in Insurance and Organizational Management.

Sandra Blease - Marketing Coordinator

Ms. Blease began her career in the insurance industry in 1975 at Fred S. James & Company and has been with Davis-Garvin Agency since August of 1996. She has experience in marketing, customer service, and production on accounts of varying size and complexity. Sandra has successfully completed all of the INS courses, the Nobles Courses in Marine, Surety and Commercial Underwriting and various other professional insurance education classes.

South Carolina Counties Property & Liability Trust

DAVIS-GARVIN SERVICE TEAM:

Southeastern Claims Services Inc.

Scott Berry – Claims Manager

Scott has over 10 years experience in claims management in Third party Administration for self-insured accounts. Before coming to Southeastern Claims, Scott worked with claims for an insurance company and a large regional third party administrator. Scott brings a wealth of claims knowledge to Southeastern Claims Services (SCS). He is currently responsible for the claims management for the South Carolina Counties Property & liability Trust and the South Carolina Counties Workers' Compensation Trust. Scott is a 1987 graduate of Newberry College, BA in History.

John Jervey, AIC – Property & Liability Claims Adjuster

Mr. Jervey has over 10 years of multi-line claims experience. Prior to joining Southeastern Claims Services, John had been a claims adjuster for the prior third party administrator of the Trust. John has also adjusted claims for the South Carolina Municipal Insurance Risk Financing Fund. He attended USC and received a BS in Management. John has successfully completed Crawford and Company's Casualty Adjusters School and has an Associate in Claims Designation from the Insurance Institute.

OCCONEE COUNTY

SCIRF EXPIRING PREMIUM =	\$ 388,737
X 7/12 (MARCH - OCT) =	X .583
UNEARNED PREMIUM =	226,763
10% PENALTY	X .10
AMT. OF PENALTY	\$ 22,676.32
LESS: CONTRIB. BY TRUST =	- < 5,000.00 >
NET PENALTY DUE =	\$ 17,676.32
ADD: 5 MONTHS PREMIUM =	+ 117,912.00
TOTAL 5 MONTHS INS. COST =	\$ <u>135,588.32</u>

U/E PREMIUM =	\$ 226,763
NEW INS. COST =	<u>135,588</u>
POSITIVE CASH FLOW =	<u>\$ 91,175</u>

(MAR-AUG) 5/12 OF 388,737 = \$ 161,973 COST W/ SCIRF TO 1 AUG

(MAR-AUG) 5/12 OF W/TRUST = \$ 117,912

\$ 44,061	SAVINGS
\$ 17,676	NET PENALTY
\$ <u>26,386</u>	NET SAVINGS

~~26,386~~
\$ 26,412

	1 Charlotte Eq Sales Inc		2 UFCE Inc		3 Nafeco SC		4 Slagle Fire Eq		5 Onfire Corp		6 Fireline Inc		7 Carolina Safety Asso		8 Asheville Fire & Safety		9 Anderson Fire & Safety	
	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
firefighter boots sizes as follows	56.00	1,008.00	59.00	1,062.00	60.00	1,080.00	59.50	1,071.00			57.45	1,034.10	64.68	1,164.24			58.00	1,044.00
	98.50	1,083.50	108.00	1,188.00	104.00	1,144.00	101.00	1,111.00			113.00	1,243.00	117.79	1,295.59			113.00	1,243.00
	320.00	640.00	550.00	1,100.00	322.00	644.00	325.00	650.00			333.00	666.00	354.15	708.30			328.00	656.00
		2,731.50		3,356.00		2,868.00		2,832.00				2,943.10		3,168.23				2,943.00
500 watt	557.00	557.00	555.00	555.00	585.00	585.00	602.00	602.00			564.00	564.00	665.44	665.44			750.00	750.00
			244.00	488.00	271.00	542.00	271.00	542.00					317.63	635.26				
			557.00	1,043.00		1,127.00		1,144.00				564.00		1,300.70				750.00
	113.00	113.00	112.00	112.00	99.00	99.00	114.00	114.00			145.00	145.00	110.00	110.00				
	91.00	91.00	103.00	103.00	82.00	82.00	104.80	104.80			123.00	123.00	102.85	102.85				
			338.00	1,014.00	337.00	1,011.00	449.90	1,349.70			383.00	1,149.00	444.94	1,334.82			340.00	1,020.00
male on one			268.00	268.00	230.00	230.00	287.00	287.00			272.00	272.00	270.60	270.60			300.00	300.00
	204.00			1,497.00		1,422.00		1,855.50				1,689.00		1,818.27				1,320.00
engine low y with swing					1,090.00	2,180.00	1,000.00	2,000.00					1,449.85	2,899.70			1,260.00	2,520.00
Akron or	567.00	567.00	570.00	570.00	705.00	705.00	690.35	690.35			733.00	733.00	801.29	801.29			820.00	820.00
(Like)			241.00	241.00	218.00	218.00	209.50	209.50			227.00	227.00	261.19	261.19			275.00	275.00
			99.00	99.00	84.00	84.00	72.00	72.00			85.00	85.00	127.50	127.50			127.00	127.00
liner easy seal	14.00	280.00	17.00	340.00	16.00	320.00	14.00	280.00			17.80	356.00	14.85	297.00			21.00	420.00
		847.00		1,250.00		3,507.00		3,251.85				1,401.00		4,386.58				4,162.00
liner cordura heavy duty	28.00	1,456.00	28.00	1,456.00	28.00	1,456.00	37.85	1,968.20	18.75	975.00	42.00	2,184.00	29.59	1,538.68			30.00	1,560.00
		1,456.00		1,456.00		1,456.00		1,968.20		975.00		2,184.00		1,538.68				1,560.00
liner Akron or			42.00	42.00	40.00	40.00	40.37	40.37			29.00	29.00	41.35	41.35			45.00	45.00
lightweight:			47.00	282.00	8.75	52.50	68.12	408.72			63.00	378.00	41.35	248.10			56.00	480.00
	373.00	373.00	370.00	370.00	398.00	398.00	402.75	402.75			317.00	317.00	444.94	444.94			325.00	325.00
	456.00	1,368.00	495.00	1,485.00	510.00	1,530.00	449.90	1,349.70			449.00	1,347.00	521.73	1,565.19			550.00	1,650.00
		1,741.00		2,179.00		2,020.50		2,201.54				2,071.00		2,299.58				2,500.00
linchstrap, sized 23 - Red			114.00	2,850.00	100.00	2,500.00	91.00	2,275.00			114.50	2,862.50	112.97	2,824.25			128.00	3,200.00
	59.00	59.00	50.00	50.00	52.00	52.00	50.50	50.50			55.00	55.00	49.50	49.50			58.00	58.00
combination pickup tube							429.00	429.00					354.19	354.19				
male on both			305.00	305.00	350.00	350.00	315.00	315.00			314.00	314.00	260.70	260.70			300.00	300.00
with	94.00	376.00	136.00	544.00	135.00	540.00	106.00	424.00			100.00	400.00	76.38	305.52			87.00	348.00
		435.00		1,749.00		1,442.00		1,493.50				1,631.50		1,794.15				1,906.00
complete with							338.00	1,690.00					343.50	1,717.50	275.00	1,375.00	338.00	1,690.00
216 PSI oly and case							1,565.10	1,565.10					1,599.80	1,599.80	1,500.00	1,500.00	1,540.00	1,540.00
								1,255.10					1,317.30	2,875.00				1,230.00
& NFPA s follows: 13 -	23.00	2,346.00	26.00	2,652.00	23.00	2,346.00	32.25	1,289.50			27.75	2,830.50	23.21	2,367.42			19.00	1,938.00
the cotton poly suede Scotchlike as follows ck with lime			317.00	6,340.00			347.00	6,940.00	219.25	4,385.00			313.53	6,270.60			238.00	4,760.00
one on cotton liner #13P hook on left es. 2" NFPA orange trim - see			380.00	7,600.00			239.85	4,797.00	437.75	8,755.00			221.37	4,427.40			336.00	6,760.00
																		13,458.00
		136.57		52.15		71.10		162.59		48.75		103.55		189.70		143.75		872.90
		2,868.07		1,095.15		1,493.10		3,414.44		1,023.75		2,174.55		3,883.88		3,018.75		14,130.80

Vendor #	#	QTY	UNIT	DESCRIPTION	1 Charlotte Eq Sales In		2 UFCE Inc		3 Nafeco SC		4 Slagle Fire Eq		5 Onfire Corp		6 Fireline Inc		7 Carolina Safety Asso		8 Asheville	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	BB	18	pr	Boots 15" Black Diamond or Ranger non-insulated firefighter boots latest NFPA & OSHA requirements. Quantities and sizes as follows 1 - 13, 5 - 11, 4 - 10, 3 - 9, 5 - 8	56.00	1,008.00	59.00	1,062.00	60.00	1,080.00	59.50	1,071.00			57.45	1,034.10	64.68	1,164.24		
	R	11	ea	Grace super pass alarms Model SP1	98.50	1,083.50	108.00	1,188.00	104.00	1,144.00	101.00	1,111.00			113.00	1,243.00	117.79	1,295.69		
	K	2	sect	50' 5" LDH rubber hose w/fit attachment Storz couplings	320.00	640.00	550.00	1,100.00	327.00	654.00	325.00	650.00			333.00	666.00	354.15	708.30		
	Total					2,731.50	3,350.00		2,868.00		2,832.00				2,943.10		3,168.23			
	E	1	ea	Apparatus flow test kit 1071-FK-25	557.00	557.00	555.00	555.00	585.00	585.00	602.00	602.00			564.00	564.00	665.44	665.44		
	S	2	ea	4' telescopic posts with enclosed wiring, with 110 volt 500 watt hoister quartz lights			244.00	488.00	271.00	542.00	271.00	542.00					317.63	635.26		
	Total					557.00	1,043.00		1,127.00		1,144.00				564.00		1,300.70			
	E	1	ea	4.5" NST X 5" Storz adapter Akron or Elkhart	113.00	113.00	112.00	112.00	99.00	99.00	114.00	114.00			145.00	145.00	110.00	110.00		
	J	1	ea	2.5" Female NST to 5" Storz adapter Akron or Elkhart	91.00	91.00	103.00	103.00	82.00	82.00	104.80	104.80			123.00	123.00	102.85	102.85		
	M	3	ea	1 1/2" nozzles with pistol grip Akron or Elkhart			338.00	1,014.00	337.00	1,011.00	449.90	1,349.70			383.00	1,149.00	444.94	1,334.82		
	T	1	sect	5" X 10' Maxflex hose with 4.5" Rocketlug couplings male on one end - female on other end			268.00	268.00	230.00	230.00	287.00	287.00			272.00	272.00	270.60	270.60		
	Total					204.00	1,497.00		1,422.00		1,655.50				272.00		1,618.27			
	G	2	ea	Positive pressure fan, 18" RAM 5.5 horsepower Honda engine low oil high temp shut down, 20,000 CFM wheel for mobility with swing up handle					1,090.00	2,180.00	1,000.00	2,000.00					1,449.85	2,899.70		
	H	1	ea	Piston intake relief valve w/5" female outlet X 5" Storz Akron or Elkhart	567.00	567.00	570.00	570.00	705.00	705.00	690.35	690.35			733.00	733.00	801.29	801.29		
	N	1	ea	Gate Valve 2.5" polyglite EL-X-86A screw type (Elk-O-Lite)			241.00	241.00	218.00	218.00	209.50	209.50			227.00	227.00	261.19	261.19		
	Q	1	ea	Salvage cover red			99.00	99.00	84.00	84.00	72.00	72.00			85.00	85.00	127.50	127.50		
	Z	20	ea	Flashhoods Lenzing P841 Viscose FR fabric blend lifeline easy seal hood - NFPA & OSHA approved dicke length	14.00	280.00	17.00	340.00	16.00	320.00	14.00	280.00			17.80	356.00	14.85	297.00		
	Total					847.00	1,250.00		3,507.00		3,251.85				1,401.00		4,386.68			
	Y	52	ea	Bunker gear bags 24" X 13" X 14" collapsible 1000 denier cordura nylon bag #10 zipper 3 sides - water and stain resistant - heavy duty carry strap color Red	28.00	1,456.00	28.00	1,456.00	28.00	1,456.00	37.85	1,968.20	18.75	975.00	42.00	2,184.00	29.59	1,538.68		
	Total					1,456.00	1,456.00		1,456.00		1,968.20		975.00		2,184.00		1,538.68			
	C	1	ea	2.5" double male brass (not chrome or lightweight) adapter Akron or Elkhart			42.00	42.00	40.00	40.00	40.37	40.37			29.00	29.00	41.35	41.35		
	D	6	ea	2.5" Female swivel X 2.5" Male brass (not chrome or lightweight), Akron or Elkhart			47.00	282.00	8.75	52.50	68.12	408.72			63.00	378.00	41.35	248.10		
	F	1	ea	Hydrant flow test kit #HK-25	373.00	373.00	370.00	370.00	398.00	398.00	402.75	402.75			317.00	317.00	444.94	444.94		
	K	3	ea	1.34" nozzles Elkhart SM20FC, "No exceptions"	456.00	1,368.00	495.00	1,485.00	510.00	1,530.00	449.90	1,349.70			449.00	1,347.00	521.73	1,565.19		
	Total					1,741.00	2,179.00		2,020.50		2,201.54				2,071.00		2,299.58			
	AA	25	ea	Helmet, Bullard PX2192 complete with 4" face shield chinstrap, ratchet and adjustable headband NFPA & OSHA approved 23 - Red, 2 - White			114.00	2,850.00	100.00	2,500.00	91.00	2,275.00			114.50	2,862.50	112.97	2,824.25		
	O	1	set	Spanner wrenches Storz	59.00	59.00	50.00	50.00	52.00	52.00	50.50	50.50			55.00	55.00	49.50	49.50		
	P	1	ea	Scotty back pack 4002-30 complete with eductor nozzle combination w/D" handle shut off double female swivel connector 5' pickup tube and quick connect control valve							429.00	429.00					354.19	354.19		
	V	1	sect	5" X 10' Maxflex hose with 4.5" Rocketlug couplings female on both ends			305.00	305.00	350.00	350.00	315.00	315.00			314.00	314.00	260.70	260.70		
	W	4	sect	25' of 3" double jacket rubber lined polyester fire hose with lightweight 2.5" couplings	94.00	376.00	136.00	544.00	135.00	540.00	106.00	424.00			100.00	400.00	76.38	305.52		
	Total					435.00	1,749.00		3,442.00		3,493.50				3,631.50		3,794.18			
	A	5	ea	Scott cylinders 2216 PSI aluminum 21.5 with 2.2 ctp complete with head assembly							338.00	1,690.00					343.50	1,717.50	275.00	
	B	1	ea	Scott 2.2 SCBA air pack complete with Scott cylinder 2216 PSI aluminum 21.5 with 2.2 ctp complete with head assembly and case							1,565.10	1,565.10					1,599.80	1,599.80	1,500.00	
	Total										3,255.10					3,170.30				
	CC	102	pr	Gloves heavy duty thermo leather - water proof OSHA & NFPA standard for firefighters gloves. Quantities and sizes as follows 13 - XL, 61 - L, 27 - M, 1 - S	23.00	2,346.00	26.00	2,652.00	23.00	2,346.00	32.25	3,289.50			27.75	2,830.50	23.21	2,367.42		
	DD	20	pr	90766-1 Globe pants 7.5 Nomex GX7 style with Neoprene cotton poly moisture barrier with Nomex Aramid dyed face clothliner suede patches on knees and suede around cuffs and 2" NFPA Scotchlite trim on cuffs. To include heavy duty suspenders. Colors as follows 18 each tan with red orange Scotchlite trim, 2 each black with lime yellow Scotchlite trim - see attached list for sizes			317.00	6,340.00			347.00	6,940.00	219.25	4,385.00			313.53	6,270.60		
	EE	20	ea	80776-1 Globe coats 7.5 Nomex GX7 style with Neoprene on cotton poly moisture barrier with Nomex Aramid dyed face clothliner #13F radio pocket on left chest leather or cloth tab with metal hook on left shoulder seam to hang pass alarm suede elbow patches, 2" NFPA Scotchlite trim. Colors as follows 18 each tan with red orange Scotchlite trim, 2 each black with lime yellow Scotchlite trim - see attached list for sizes			380.00	7,600.00			239.85	4,797.00	437.75	8,755.00			221.37	4,427.40		
	Total					136.57	52.15		71.10		162.59		48.75		103.55		189.70			
	OTL					2,868.07	1,095.15		1,493.10		3,414.44		1,023.75		2,174.55		3,883.88			

Attended Bid Opening: Marianne Dillard, Ann Albertson, Charles Lancaster - Slagle

BID NO. 98-11

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

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

The CHARLOTTE EQUIPMENT SALES, 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 fire fighting equipment for Rural Fire Department.

See attached pages to list bid prices (2 pages) and sizes of pants and coats (1 page).

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

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

Addendum Number	Date
NONE	
NONE	

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

Completion/Delivery Date ARO: 3 to 6 weeks

Bidding Organization: CHARLOTTE EQUIPMENT SALES, INC.

Mailing Address: P. O. BOX 7243 CHARLOTTE, NC 28241

Signature of Bidders Representative: JM Dwyer

Title: VP Date: 11-2-98

Telephone: (704) 588-1276 Fax: (704) 588-4827

BID NO. 98-11

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

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

The UFCE, 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 fire fighting equipment for Rural Fire Department.

See attached pages to list bid prices (2 pages) and sizes of pants and coats (1 page).

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

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

Addendum Number	Date
<u>None</u>	<u>11/05/98</u>
_____	_____

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

Completion/Delivery Date ARO: 10 Weeks From Date of Order

Bidding Organization: UFCE, INC

Mailing Address: Po Box 145

Signature of Bidders Representative: Walter T. Davis

Title: Manager Date: 11/05/98

Telephone: 800 874 6598 Fax: 800 874 6598

BID NO. 98-11

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

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The Nafeco

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 fire fighting equipment for Rural Fire Department.

See attached pages to list bid prices (2 pages) and sizes of pants and coats (1 page).

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

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

Addendum Number	Date
_____	_____
_____	_____

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

Completion/Delivery Date ARO: 60 Days

Bidding Organization: Nafeco SC

Mailing Address: 578 North Anderson Rd Rock Hill SC

Signature of Bidders Representative: Tommy White

Title: Salon Date: 11-6-98

Telephone: 888-254-8909 Fax: 803-324-4347

BID NO. 98-11
(Use this number on envelopes and
all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The _____
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 fire fighting equipment for Rural Fire Department.

See attached pages to list bid prices (2 pages) and sizes of pants and coats (1 page).

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

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

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

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

Completion/Delivery Date ARO: 75 to 90 days Also

Bidding Organization: Stagles Fire Equipment

Mailing Address: PO Box 2184 Orange, SC 29033

Signature of Bidders Representative: William Mey

Title: Inside sales rep Date: 11/03/98

Telephone: 803-446-8896 Fax: 803-734-2327

BID NO. 98-11

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

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

The ONFIRE CORPORATION

Submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for fire fighting equipment for Rural Fire Department.

See attached pages to list bid prices (2 pages) and sizes of pants and coats (1 page).

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

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

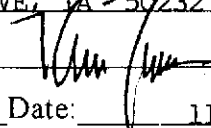
Addendum Number	Date
<u>NONE</u>	<u> </u>
<u> </u>	<u> </u>

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

Completion/Delivery Date ARO: 4 WEEKS

Bidding Organization: ONFIRE CORPORATION

Mailing Address: 10201 UNIVERSITY AVENUE SUITE 200
CLIVE, IA 50232

Signature of Bidders Representative: 

Title: SALES EXECUTIVE Date: 11/9/98

Telephone: (888) ONFIRE-1 Fax: (515) 457-1377

BID NO. 98-11

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

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The _____
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 fire fighting equipment for Rural Fire Department.

See attached pages to list bid prices (2 pages) and sizes of pants and coats (1 page).

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

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

Addendum Number	Date
_____	_____
_____	_____

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

Completion/Delivery Date ARO: 10 Days

Bidding Organization: Fireline Inc

Mailing Address: 385 A Fremet Ct.

Signature of Bidders Representative: Billy McDonald

Title: VP Date: Nov 6, 1998

Telephone: 770-687-4416 Fax: 770-687-6214

800-965-6227

BID NO. 98-11

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

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The Asheville Fire & Safety 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 fire fighting equipment for Rural Fire Department.

See attached pages to list bid prices (2 pages) and sizes of pants and coats (1 page).

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

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

Addendum Number	Date
<u>NONE</u>	<u>11/9/98</u>
_____	_____

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

Completion/Delivery Date ARO: 30 days

Bidding Organization: Asheville Fire & Safety Company Inc

Mailing Address: PO Box 2626 Asheville, NC 28802

Signature of Bidders Representative: Russell Reinhardt

Title: President Date: 11/9/98

Telephone: 828-253-1197 Fax: 828-251-9060

BID NO. 98-11

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

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

The Anderson Fire & Safety

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 fire fighting equipment for Rural Fire Department.

See attached pages to list bid prices (2 pages) and size of pants and coats (1 page).

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

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

Addendum Number	Date
<u>NONE</u>	<u> </u>
<u> </u>	<u> </u>

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

Completion/Delivery Date ARO: 30-60 Days Equipment; 60-90 Days Turnout Gear

Bidding Organization: Anderson Fire & Safety, Inc.

Mailing Address: P.O. Box 1265, Anderson, SC 29622

Signature of Bidders Representative: Ker Charles

Title: Municipal Salesman Date: 11/5/98

Telephone: 888-221-4328 Fax: 864-224-5139

ATTACHED YOU WILL FIND A COPY OF PICKENS COUNTY'S APPLICATION AND PERMIT FOR ADULT ENTERTAINMENT INDUSTRIES.

YOU MAY BE INTERESTED TO KNOW THAT PICKENS COUNTY CHARGES \$250 APPLICATION FEE AND \$1,000 ANNUAL LICENSE FEE

ANDERSON COUNTY IS GOING TO SEND ME A COPY OF THEIR APPLICATION AND PERMIT ALSO, BUT I HAVE NOT RECEIVED IT YET.

ANDERSON COUNTY CHARGES \$250 APPLICATION FEE, \$25 PER EMPLOYEE FEE AND \$250 ANNUAL LICENSE FEE

State of South Carolina
Department of Revenue
301 Gervais Street, P.O. Box 125, Columbia, South Carolina, 29214

November 13, 1998

Ms. Opal O. Green
Oconee County Council
415 South Pine Street
Walhalla, SC 29691

Dear Ms. Green:

The Department of Revenue is in receipt of your Accommodations Tax Advisory Membership Form. State law provides that the committee consist of seven members. The majority of these members shall be selected from the hospitality industry, of which at least two must be from the lodging industry, where applicable, and one member shall represent a cultural organization. One member shall be selected as chairman.

A review of your committee shows that the membership does not appear to meet the requirements of the law due to one or more of the following:

- | | | |
|----|-------------------------------------|--|
| 1. | <input checked="" type="checkbox"/> | Not enough lodging members |
| 2. | <input type="checkbox"/> | Cultural interest not indicated or is questionable |
| 3. | <input checked="" type="checkbox"/> | Business names not listed |
| 4. | <input type="checkbox"/> | Chairman not listed |
| 5. | <input type="checkbox"/> | Not enough members on committee |
| 6. | <input type="checkbox"/> | Vacancies - Resubmit when vacancies are filled |

We ask that you please review your membership and that you provide us with any additional information necessary.

Should you have any questions, please do not hesitate to contact Barbara Brown at (803) 898-5407.

Sincerely,



Burnet R. Maybank, III
Director

Oconee County Council

Oconee County Administrative Offices

415 South Pine Street
Walhalla, SC 29691

LOCAL ACCOMMODATIONS TAX ADVISORY COMMITTEE MEMBERSHIP

Pursuant to Section 6-4-25, Code of Laws of South Carolina, there shall be a local advisory committee consisting of seven members. The majority of these members shall be selected from the hospitality industry, of which at least two must be from the lodging industry, where applicable, and one member shall represent the cultural organizations. Please indicate below which is Chairman.

List below the four designated hospitality industry representatives, two of which must be from the lodging sector of the hospitality industry:

1. ANDY DAVIS, OCONEE STATE PARK, P. O. BOX 30, MOUNTAIN REST, SC 29664
(Name) (Business Name & Address)
2. JACK MCLANE (RETIRED) 570 MCLANE FARM ROAD, SENECA, SC 29678
(Name) (Business Name & Address)
3. LILLY BLUE, 7812 ROCHESTER HWY., SENECA, SC 29678
(Name) (Business Name & Address)
4. GERI MCSWAIN, 5-A PARK AVE., SALEMS, SC 29676 *Chairman*
(Name) (Business Name & Address)

Please list below the designated cultural interest representative and affiliation:

5. JACK BISHOP, ARTS & HISTORICAL COMMISSION, SENECA, SC 29678
(Name) (Cultural Affiliation and Address)

Please list below the other two designated members of the committee:

6. ANSLEY FRASER, 400 RUDDER RIDGE, SENECA, SC 29678
(Name) (Business Name & Address)
7. GERALD FOSTER, 116 SAM BROWN ROAD, SENECA, SC 29678
(Name) (Business Name & Address)

Please return to S.C. Accommodations Tax Oversight Committee, ATTN: Barbara E. Brown, South Carolina Department of Revenue, P.O. Box 125, Columbia, South Carolina 29214, by no later than October 1.

Submitted by: OPAL O. GREEN Phone: 864 638 4244 Date: 9/15/98
(Title)

Name of County/Municipal Government: OCONEE