

A G E N D A
OCONEE COUNTY COUNCIL MEETING
TUESDAY, June 5, 2001
7:00 PM
OCONEE COUNTY ADMINISTRATIVE OFFICES
415 SOUTH PINE STREET
WALHALLA, SC

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Presentation of Oconee Bell Picture - Mrs. Vivian Edwards
5. Public Hearing to Receive Written and/or Oral Comments Regarding Oconee County Leasing to the Oconee County School District a Three (3) to Three and One-half (3.5) Acre Tract of Land Located on South Pine Street, Walhalla, SC
6. Public Hearing to Receive Written and/or Oral Comments Regarding Oconee County Leasing to the Oconee Heritage Center, Inc. the Main Floor and Attic of the County Owned Building Known as the "Tobacco Barn" Located at the Corner of Tugaloo & Broad Streets, Walhalla, SC
7. Consideration of Adoption of Fiscal Year 2001-2002 Sewer Commission Budget - Mr. Howard Adams, Chairman, Mr. Lamar Bailes, Finance Committee Chairman & Mr. Bob Winchester, Superintendent
8. Consideration of Approval of ATAX Grant in the Amount of \$600 to the Fair Oak Youth Center - Mrs. Ansley Fraser, ATAX Committee
9. Consideration of Three Loads Crusher Run Gravel and Tournament Funding - Mr. Tim Mays, Fair-Oak Youth Center, Inc.
10. Consideration of Approval of Roadway Permit for City of Santee to Run Water Line Through South Cove Park
11. First Reading of Ordinance 2001-05, "LOCAL ACCOMMODATIONS TAX ORDINANCE" in title only
12. Second Reading of Ordinance 2001-03, "OCONEE COUNTY BLDGET ORDINANCE"
13. Approval of Resolution 2001-20, "A RESOLUTION HONORING MR. JAMES DOUGLAS WILBANKS"

14. Consideration of Bids for Chevrolet Tahoe for Emergency Preparedness – Mr. Henry Gordon, Emergency Preparedness Director & Mrs. Ann Albertson, Purchasing Department
15. Consideration of Bids for Drilling & Blasting – Mr. Tommy Crumpton, Rock Crusher Director & Mrs. Ann Albertson, Purchasing Department
16. Old Business
17. New Business
18. Public Comment Session (Not to exceed thirty minutes)
19. Adjourn

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

The Oconee County Budget & Finance Committee will meet Tuesday, June 5, 2001 at 4:00 PM in Council Chambers, 415 South Pine Street, Walhalla for the purpose of discussing the proposed 2001-2002 budget ordinance.

The Oconee County Budget & Finance Committee will meet Tuesday, June 5, 2001 at 5:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC for the purpose of hearing the Oconee County School District budget request.

MEMBERS, OCONEE COUNTY COUNCIL

Mr. Tim O. Hall, III, District I Mr. Kenneth E. Johns, District II
Mr. Harry R. Hamilton, District III Mr. Marion E. Lyles, District IV
Mr. H. Frank Ables, Jr., District V

MINUTES, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held Tuesday, June 5, 2001 at 7:30 PM in Council Chambers, 415 South Pine Street, Walhalla, SC with all Council Members and the County Attorney present.

Press:

Members of the press notified (via mail): Daily Journal, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WPEK Radio & WYFF TV.

Members of the press present: Amanda Rylander – Daily Journal.

Call to Order:

The meeting was called to order by Supervisor-Chair Hughes who welcomed those present.

Invocation:

The invocation was given by Mr. Johns.

Minutes:

Mr. Hall made a motion, seconded by Mr. Ables, approved 5 – 0 that the approval of the minutes of the May 15, 2001 meeting be postponed until the next meeting as the Council Clerk had not had the time to proof them before the packets were mailed to the Council Members and changes were made after they were proofed which Council Members had not had an opportunity to review the changes.

Public Hearing:

The first item on the agenda was a public hearing to receive written and/or oral comments regarding Oconee County leasing to the Oconee County School District a three (3) to three and one-half (3.5) acre tract of land located on South Pine Street Walhalla, SC.

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

Public Hearing:

Next was a public hearing to receive written and/or oral comments regarding the county leasing to the Oconee Heritage Center, Inc. the main floor and attic of the county owned building known as the "Tobacco Barn" located at the corner of Tagalog & Broad Streets, Walhalla, SC.

Mrs. Louise Bell spoke on behalf of the Heritage Center urging Council to approve the lease and commit funding to the project.

FY 2001-02 Sewer Budget:

Mr. Howard Adams, Chairman, Mr. Lamar Bales, Finance Committee Chairman & Mr. Bob Winchester, Superintendent, Sewer Commission presented the attached proposed FY 2001-02 Sewer Commission Budget to Council. After a brief discussion, Mrs. Hughes made a motion, seconded by Mr. Hall, approved 5 - 0 that approval of this budget be postponed until after the Budget & Finance Committee Meeting scheduled June 7, 2001.

ATAX Grant:

Upon recommendation of Mrs. Ansley Fraser, ATAX Committee, Mr. Ables made a motion, seconded by Mr. Hamilton, approved 5 - 0 that the attached ATAX Grant in the amount of \$600 for a PA system for the Fair Oak Youth Center be adopted.

Approval of Lease Agreement for Heritage Center, Inc.:

Mr. Johns made a motion, seconded by Mr. Lyles that the attached lease agreement by and between Oconee County and the Heritage Center, Inc. be adopted.

Mr. Hall made a motion, seconded by Mr. Ables, approved 5 - 0 that Article III: REPAIR & MAINTENANCE of the agreement be amended to read in part: "Lessee agrees to accept the Premises which are subject of the Lease in the same condition and state of repair as exists except such exterior improvements the Lessor may cause to be affected in which case.

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

Improvements & Gravel for Fair Oak Youth Center (Contingency):

Mr. Ables made a motion, seconded by Mr. Hall, approved that \$6,070 for backstop extensions, two (2) scoreboards and materials for completing the announcer's area at the Fair Oak Youth Center. (See attached request)

Mr. Ables made a motion, seconded by Mr. Hall, approved 5 - 0 that the motion be amended to included \$378 contingency funds for three loads of crusher run gravel. (See attached request)

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

Roadway Permit for City of Seneca:

Mr. Hall made a motion, seconded by Mr. Ables, approved 5 – 0 that the attached request for a roadway permit for the City of Seneca to run a water line through South Cove Park be assigned to the Purchasing, Contracting, Real Estate, Building & Grounds Committee.

Purchasing, Contracting, Real Estate, Building & Grounds Meet:

The Purchasing, Contracting, Real Estate, Building & Grounds Committee scheduled a meeting Wednesday, January 13, 2001 at 2:00 PM to discuss the above referenced matter.

Ordinance 2001-05:

Upon recommendation of the Budget & Finance Committee, Council adopted Ordinance 2001-05, "LOCAL ACCOMMODATIONS TAX ORDINANCE" in title only with by a vote of 4 – 1 (Mr. Hamilton voting against due to the method of dispersing the funds 75% to be dispersed by the Parks & Recreation Committee and 25% of the funds to be dispersed by the Tourism Committee).

Ordinance 2001-03:

Mr. Hall made a motion, seconded by Mr. Ables, approved 5 – 0 that Ordinance 2001-03, "OCONEE COUNTY BUDGET ORDINANCE" be adopted on second reading.

Resolution 2001-20:

Mr. Hall made a motion, seconded by Mr. Lyles, approved 5 – 0 that Resolution 2001-20, "A RESOLUTION HONORING MR. JAMES DOUGLAS WILBANKS" be adopted on first and final reading.

Emergency Preparedness:

Upon recommendation of Mr. Henry Gordon, Emergency Preparedness Director & Mrs. Ann Albertson, Procurement Department, Mr. Hall made a motion, seconded by Mr. Hamilton, approved 5 – 0 that the bid for a Chevrolet Tahoe be awarded to Performance Chevrolet who was the only bidder at a cost of \$31,800. Also, this is less costly than state purchasing. (See attached bid sheet)

Rock Crusher:

Upon recommendation of Mr. Tommy Crumpton, Rock Crusher Director & Mrs. Ann Albertson, Procurement Department, Mr. Lyles made a motion, seconded by Mr. Johns, approved 5 – 0 that the bid for drilling and blasting at the quarry be awarded to Orica, USA who was low bid at an estimated \$223,550 for an estimated 425,000 tons. (See attached bid sheet)

Mountain Rest Community Club:

Mr. Hall made a motion, seconded by Mr. Ables, approved 5 – 0 that the Mountain Rest Community Club be asphalted and be funded through the available balance of road paving account.

Public Hearing (Ordinance 2001-04):

Council scheduled a public hearing July 10, 2001 at 7:00 PM to receive written and/or oral comments regarding Ordinance 2001-04, "AN ORDINANCE TO AMEND SECTION 4.4.13 OF ORDINANCE 99-14, OCONEE COUNTY PERFORMANCE STANDARDS ORDINANCE"

Planning Retreat:

The dates given for continuing the Planning Retreat with the Department of Commerce were unsatisfactory; therefore the Council Clerk will secure other dates from the Economic Development Director.

Planning Commission Meeting:

The Council scheduled a work session with the Oconee County Planning Commission Tuesday, July 10, 2001 at 5:00 PM in Council Chambers.

SC Retirement (Contingency):

Mr. Hamilton made a motion, seconded by Mr. Ables, approved 5 – 0 that \$327 be taken from contingency for the county's portion of an employee establishing non member service with the SC Retirement Service.

Resolution 2001-21:

Mr. Hall made a motion, seconded by Mr. Johns, approved 5 – 0 that Resolution 2001-21, "A RESOLUTION HONORING THE OCONEE COUNTY HABITAT FOR HUMANITY" be adopted on first and final reading.

Sewer Appointee:

By consensus Council agreed that Mrs. Hughes should consult with Mr. Jerry Opperman to determine if he is interested in continuing to serve on the Sewer Commission.

Transfer for Road Department:

Mr. Hamilton made a motion, seconded by Mr. Lyles, approved 5 – 0 that the attached transfer for the Road Department be approved for the purchase of a jeep from State surplus to be used by the Rural Fire Marshal.

Aeronautics:

Upon recommendation of Mr. Norton, County Attorney, Mr. Ables made a motion, seconded by Mr. Lyles, approved 5 – 0 that a judgment be filed against an individual who has a plane at the Oconee County Airport and has failed to pay the rental fee after repeated requests.

Budget & Finance Recommendation (Contingency):

Upon recommendation of the Budget & Finance Committee, Council unanimously voted to take \$4,000 from contingency for emergency funding for Red Cross.

Ordinance 2001-06:

Mr. Hall made a motion, seconded by Mr. Ables, approved 5 – 0 that Ordinance 2001-06, "OCONEE COUNTY 911 ORDINANCE" be adopted on first reading in title only and it be assigned to the Law Enforcement, Safety, Health, Welfare & Services Committee for a recommendation.

Emergency Preparedness:

If the Communications Department is enlarged, the Emergency Preparedness Department is going to have to be relocated; therefore, Mrs. Hughes assigned this matter to the Purchasing, Contracting, Real Estate, Building & Grounds Committee for a recommendation.

Roads (Hot Rod Lane):

Mr. Ables informed Council that at the March 6, 2001 Council Meeting there was a recommendation from the Roads & Transportation Committee that the administration and Roads & Bridges Superintendent determine what, if any action, needed to be taken regarding Hot Rod Lane being moved from the original right-of-way and that recommendation be brought back to the Roads & Transportation Committee. However, since that time, the County Attorney, the Roads & Bridges Superintendent and himself have looked at the roadway and determined that there is no way it could have moved more than normal maintenance would allow, therefore Mr. Ables made a motion, seconded by Mr. Hamilton, approved 4-1 (Mr. Hall voting against) that the roadway remain as is.

Roads "C" Funds:

Mr. Ables made a motion, seconded by Mr. Lyles, approved 5-0 that H. R. Garrett Construction invoice the county for the retained amount on the roadways we anticipate receiving "C" funding on so that we can apply for the reimbursement.

Public Comment Session:

Mrs. Lucy Stancil addressed Council regarding complaints from neighbors because her disabled husband has a sand pile on their property on which he sites his rifle.

Mrs. Hughes presented the county with an official painting of the "Oconee Bell".

Meet with Sewer Commission:

By consensus, Council deemed it appropriate to discuss only the first two items of the proposed agenda at the meeting with the Oconee County Sewer Commission Thursday, June 7, 2001 and limit the meeting to two hours.

Adjourn:

Adjourn: 8:55 PM

Respectfully Submitted;


Opal O. Green
Council Clerk

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STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

LEASE AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, by and between Oconee County (hereinafter "the Lessor") and Oconee Heritage Center, Inc. (hereinafter "the Lessee"), and the Agreement is executed and delivered in duplicate originals.

ARTICLE I: PREMISES

For and in consideration of the rental hereinafter specified and the mutual promises and covenants herein, the Lessor hereby agrees to lease and demise to the Lessee and the Lessee agrees to rent from the Lessor according to the terms hereof the following described property (hereinafter "the Premises"), to wit:

The main floor and attic of the building known as the Tobacco Barn, located at the corner of Tugaloo Street and Broad Street in Wallhalla, South Carolina.

ARTICLE II: TERM AND RENTAL

2.1: ORIGINAL TERM

The term of this Lease shall be for a period of twenty-five (25) years, that is, commencing on the ____ day of _____, and ending on the ____ day of _____.

2.2: RENTAL

The rental for the Premises shall be the sum of one (\$1,000) dollar per annum.

2.3: Optional Term

Lessor hereby grants to the Lessee the right and option to renew this Lease for an additional term of twenty five (25) years, to run consecutively with the original term.

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under the same terms and conditions as herein set forth with the exception of this option to renew and the rental for the renewal term, PROVIDED that the Lessee shall give notice to Lessor of their desire to exercise this option to renew and commence negotiations as to the rental for the renewal period at least nine (9) months prior to the expiration of the original term and PROVIDED FURTHER that all other terms and conditions hereof shall have been fully complied with by the Lessee, and PROVIDED FURTHER that Lessor agrees to renew this Lease.

ARTICLE III: REPAIR AND MAINTENANCE

Lessee agrees to accept the Premises which are the subject of the Lease in the same condition and state of repair as exists upon the date of taking possession hereunder and thereafter. Lessee shall be responsible for all maintenance and upkeep thereon without exception. If any computerized or mechanical equipment in the Premises is presently under warranty, the Lessor agrees to make same available to the Lessee, but the responsibility of the Lessor for maintenance of such units shall be limited to that contained in the warranties from manufacturers.

ARTICLE IV: COVENANTS OF LESSORS

The Lessor, for itself and its assigns, covenants and agrees with the Lessee as follows, to wit:

4.1: To allow Lessee quiet and peaceful possession of the leased Premises so long as same be not inconsistent with the terms of this Lease.

4.2: To timely pay any taxes and assessments which may become due and owing on the leased Premises which are not herein assumed by the Lessee.

4.3. That it will keep and maintain fire and hazard insurance on the leased Premises for its own protection, but will not be responsible for insuring the contents for any fixtures or equipment of Lessee, same being the sole responsibility of the Lessee.

4.4. To allow Lessee to remove their own property and equipment from the Premises at the expiration of the Lease, provided that any damage to the Premises occasioned by such removal be repaired and replaced by Lessee within thirty (30) days of such removal.

4.5. Lessor reserves the right to go upon the Premises from time to time to inspect the same, but agrees that such inspection shall be carried on in such a manner as not to interfere with continued peaceful possession thereof by the Lessee.

ARTICLE V: COVENANTS OF LESSEES

The Lessee for itself and its assigns, hereby covenants and agrees with the Lessor as follows, to wit:

5.1. To pay the rental when due and not to suffer to exist on the leased Premises any nuisance or any illegal or unlawful activity, nor suffer to exist thereon any condition which would adversely effect the fire insurance rates from those in effect upon the date hereof or which would tend to detract from the general neighborhood. Should the Lessee operate or maintain on the leased Premises any activity or condition which would cause an increase in the fire insurance rates from those in effect on the date hereof, Lessee shall, upon demand of the Lessor, reimburse Lessor to the full extent of such increase throughout the term of this Lease and any optional period exercised by Lessee.

5.2: That it will not sublet the Premises nor assign this Lease to any other person, firm or corporation, without the prior written consent of the Lessor, which consent shall not be arbitrarily or unreasonably withheld.

5.3: That it will be responsible for any alterations or improvements made on the Premises with the consent of the Lessor, it being understood and agreed that no such alteration may be made without the consent of the Lessor, and shall cause to be paid all costs and expenses in connection therewith in a prompt and businesslike manner so as to protect and save harmless the Lessor and the leased Premises from claims or materialmen or mechanics. Lessee agrees that any such improvements permanently affixed to the leased Premises shall remain with the Premises and become the property of the Lessor at the termination of this Lease.

5.4: That as additional consideration for this Lease, it will timely pay all assessments for utilities consumed upon the Premises other than water to be provided by the Lessor, as well as all *ad valorem* taxes and assessments which may become due and owing on any of the leased property excepting the building itself, during the term of this Lease, and will present to the Lessor evidence of prompt payment thereof.

5.5: That it will, so long as this Lease be in full force and effect and including any optional term, keep and maintain on the leased Premises public liability insurance in such amounts as shall be required from time to time by the Lessor, and in such form as to protect the Lessor and the leased Premises from any claim for injury to person or damage to property upon the leased Premises and shall furnish to the Lessor a copy of the policy providing such coverage, together with evidence of prompt payment of all premiums due thereon. The Lessor and Lessee agree that the minimum amount of public liability

10/1/2018

insurance shall be one million (\$1,000,000.00) dollars. The parties shall re-evaluate the amount of minimum coverage needed every five (5) years during the term of this lease. In the event a dispute arises over the amount of coverage needed, the Lessor's determination of the minimum coverage needed shall govern.

5.6. That at the expiration of this Lease or any extension thereof, it will return the leased Premises to the Lessor in as good condition as when received, excepting only reasonable wear and tear occasioned by everyday use and occupancy or damage or destruction by fire or other unavoidable casualty as hereinafter set forth. Lessee specifically agrees to promptly repair and replace any damage to the Premises occasioned by the negligence of the Lessee or its employees, agents or customers.

5.7. Should Lessor find it necessary to bring legal action to cure any default or breach of any covenant or condition hereof, including but not limited to the covenant to pay the rental as stated herein, it is understood and agreed that the Lessor shall be entitled to an award of reasonable attorney fees, together with all court costs and expenses in connection with the enforcement of its claim.

ARTICLE VI: MUTUAL COVENANTS

The Lessor and the Lessee mutually covenant and agree, each with the other, as follows, to wit:

6.1. If the Lessee shall breach any of the terms of this Lease or if it shall fail to pay the rental for any period in excess thirty (30) days, and if such default continues after ten (10) days written notice to cure the same, then in any such event the Lessor shall have the right to retake possession of the leased Premises immediately and all rights of possession of the Lessee shall end and the Lessor shall have the right to retake the Premises

Large 6-2

under such terms and conditions as it may be able, the Lessee remaining responsible for any and all loss of rental suffered by Lessor by reason of a breach of this Agreement.

6.2: If the leased Premises or any portion thereof be hereafter acquired by public authority through eminent domain or condemnation and if such taking or condemnation be such as to materially affect the purpose for which the Premises are rented, including but not limited to the taking of more than thirty (30%) percent of the parking area adjacent to the building on the leased Premises, then the Lessor shall have the option to substitute such additional parking area as to restore the usefulness of the Premises to Lessee or if the Lessor be unable to restore or unwilling to do so, the Lessee shall have the right to revoke this Lease. It is specifically agreed however, that the Lessee shall have no claim to any award for condemnation received by Lessor, any damages suffered by the taking of the Premises by an condemning authority to be damage to the Lessor only.

6.3: Bankruptcy, assignment for the benefit of creditors or receivership by the Lessee, voluntary or involuntary, shall constitute a breach of this Lease at the option of the Lessor, whereupon Lessor shall be entitled to retake possession of the Premises in the same manner as if Lessee had failed to pay the rental when due.

6.4: If the leased Premises be destroyed by fire or other unavoidable casualty which is not due to the negligence of the Lessee or their agents, employees or customers, so as to render the same untenable and unfit for use and occupancy by the Lessee for a period in excess of thirty (30) days, then at the option of either party this Lease may be rescinded and become of no further force and effect. Provided, however, if the Premises may be repaired and restored to usefulness within a reasonable time, then at the option of

Exhibit 10

the Lessor the Premises may be restored and this Lease preserved and the rental shall cease for such time as the Premises are untenable by the Lessees.

6.5. The parties agree that Lessee shall be allowed to use the lot behind the Tobacco Barn for exhibits, so as long as said use does not interfere with the operations of the Lessor. Lessee shall notify Lessor at least thirty (30) days prior to the date that Lessee intends to use the lot. Lessor shall respond within fifteen (15) days as to whether or not Lessee's use of the lot will interfere with Lessor's operations. Lessor shall have the right to require Lessee to stop using the lot upon forty-five (45) days written notice.

6.6. In the event Lessor stops using the basement of the Tobacco Barn, Lessor hereby grants Lessee first option to lease said basement. In the event that Lessee exercises said option, said lease of the basement shall be incorporated into the current lease.

6.7. Each of the parties acknowledges receipt of one copy of this lease, duly executed, which shall be and constitute an original. Each agrees that the terms hereof shall be binding upon themselves, their heirs and assigns during the term herein granted and is enforceable at law. The parties acknowledge their mailing addresses to be as noted beneath their signatures below and that all notices required under the terms hereof may be mailed to that address.

Copy 2 of 2

TO ALL, OF WHICH the parties have heretofore agreed and in witness whereof,
have hereunto placed their Hands and affixed their Seats this day and date first above
written.

Signed, Sealed and Delivered
in the Presence of:

ADDRESS

OCONEE COUNTY
LESSOR

11 *Wm. H. ...*

20 *J. M. ...*
LESSEE

12 *...*

John B. ...

Geri McSwain
Chairperson
335 Fernwood Drive
Salem, SC 29678

Oconee County

Jack Bishop
Treasurer
7 Rum Row
Salem, SC 29678

Gerald Foster
115 Sam Brown Rd.
Seneca, SC 29378



Andy Davis
624 State Park Rd.
Mountain Rest, SC 29564

Jack McLane
570 McLane Farm Rd.
Seneca, SC 29678

Ansley Fraser
400 Rudder Ridge
Seneca, SC 29678

Accommodations Tax Advisory Committee

DATE: 6/30/01

TO: Opal Green
RE: Recommended ATAX Fund Disbursements

The following individuals/groups have requested funds from the Oconee County Accommodation Tax Committee:

Grant Requests that were tabled:

1. _____ \$ _____

2. _____ \$ _____

Denied Grant Request were:

1. _____ \$ _____

2. _____ \$ _____

Approved Grants were:

1. Fair Oak Youth Center \$ 600.00

2. _____ \$ _____

3. _____ \$ _____

4. _____ \$ _____

Please place the approved Grant Requests on the agenda for the June 5, 2001 (date)
Oconee County Council meeting with the following individual(s) presenting them to the Council.

Ansley Fraser

Thank You,
The Oconee County ATAX Advisory Committee



Oconee County Sewer Commission

623 Return Church Road • Seneca, South Carolina 29678
 Phone: 864-972-3960 • Fax: 864-972-3917

May 31, 2001

Mrs. Ann Hughes
 Oconee County Supervisor
 413 South Pine Street
 Walhalla, SC 29691

RE: 2001-2002 Sewer Commission Budget

Dear Mrs. Hughes,

Attached find a copy of the Oconee County Sewer Commission's proposed 2001-2002 budget for your review. This budget is expected to be approved by the Sewer Commission at the June 4, 2001 meeting. We have requested to be included on the agenda for the June 5, 2001 County Council Meeting to present the budget and answer questions.

Mr. Lamar Bailes, our Finance Chairman, and Mr. Robert Winchester, our General Superintendent, will accompany me and be available to discuss the budget.

Please note that the attached budget includes some changes in the area of depreciation (Item 46400). This change was suggested by Mr. Mark Payne, our accountant, to include the total depreciation in both the revenue and expense side of the budget, rather than making an audit adjustment at the end of the fiscal year from retained earnings. The actual finding of depreciation in the sewer usage fees will remain at \$445,591 for the new fiscal year.

Our accountant also suggested combining transfers from Gross Revenue Funds and Depreciation Funds and be shown in the Revenue sources combined into one category labeled "From Prior Years Retained Earnings". The attached budget includes those changes.

Facts about the Budget

- A) The total budget is up \$367,024 overall.
- B) The user fee to the cities will increase by \$133,846 for a total of \$2,321,781 in 2001-2002. (A worksheet showing calculations of their pro rata share is attached.)
- C) The Contingency Fund will remain at \$95,000 for 2001-2002.
- D) The budget includes a total of 28 employees. The same as last year.
- E) A 4% Cost of Living increase is included in the Salaries Line Item.

- F) Interest expense for the Loan is included in the O&M budget this year (per the accountant's recommendation - \$274,221).
- G) This budget does not contain any major Capital Projects such as Pump Station upgrades, Expansions or Sewer Line extensions.
- H) The budget does not contain any County funding.

The Sewer Commission requests that County Council approve the proposed 2001-2002 budget, to include the transfer from contingency to make adjustments to line items within the total budget. (Tim Cain letter attached)

Please review this information, and if you have questions or comments, please call

Sincerely,

Howard S. Adams

Howard S. Adams
Chairman OCSC

CC: County Council Members via Opal Green
Commissioners

OCONEE COUNTY SEWER COMMISSION

2001-02 BUDGET

ACCOUNT CODE	LINE ITEM	
5000	Salaries	520,000
5029	Overtime	25,838
5040	Social Security	41,741
5065	Retirement	37,376
5080	Workers' Compensation	10,156
5095	Commission Compensation	10,500
5100	Travel & POV Mileage	250
5120	Seminars, Meetings, Workshops	2,500
5140	Professional Dues and Fees	1,000
5180	Training Courses & Materials	800
5190	Accounting Fees	2,280
5200	Audit Fees	3,950
5220	Engineering Fees	10,000
5240	Legal Fees	15,000
5280	SRI F Management Fees	1,200
5300	SCDREC Fees	3,000
5320	SCDREC Fines	0
5340	Insurance, Health	50,000
5360	Insurance, Buildings	8,313
5380	Insurance, Vehicles	4,281
5400	Insurance, Liability	3,059
5500	Insurance, Unemployment	0
5420	Surety Bond	7,100
5440	Supplies, Safety Equipment	1,800
5460	Supplies, Office	3,520
5480	Office Equip. & Service Contracts	2,900
5500	Supplies, Janitorial	1,450
5520	Lubricants	3,000
5540	Supplies, Medical	100
5560	Medical, Hepatitis & Vaccine	500
5580	Supplies, Operations	750
5600	Laboratory, Supplies	11,000
5620	Laboratory, Equipment/Calib.	700
5640	Laboratory, Toxicity Analysis	4,000
5660	Laboratory, In/EF Analysis	7,000

5680	Process Chemicals	
5700	Uniforms	40,000
5720	Telephone	5,000
5730	Garbage	2,500
5740	Electricity	200
5760	Water, Plant	335,000
5780	Water, Pump Stations	1,600
5800	Fuels	1,200
5810	Natural Gas	10,000
5820	Printing and Publications	139,500
5840	Postage	800
5850	Equipment Rentals	1,500
5880	Advertising	1,000
		500
5920	Miscellaneous:	
6000	Misc. UPS, Shipping, Freight	400
6020	Misc. Employee Physicals	500
6040	Misc. Employee Clinics	675
6060	Misc. Christmas/Employee	1,325
6080	Sludge Disposal	0
6100	USGS Gaging Station	98,580
		5,300
8120	Maint. Vehicles	
8140	Maint. Off-Road Vehicles	8,000
8160	Maint. Buildings	4,100
8180	Maint. Grounds	3,500
8200	Maint. Pump Stations	2,000
8220	Maint. Treatment Plant	30,000
8240	Maint. Service Contracts	70,000
8260	Maint. Tools Purchased	1,500
8280	Maint. Trunk Lines	2,000
		8,000
6320	Capital Expenditures	
6340	Capital Expend. Vehicles	15,000
6360	Cap. Exp. Safety Equipment	22,500
6400	Depreciation (Amt to be covered by current yr. revenue = \$445,897)	3,000
7200	Interest Expense	760,000
		274,271
	School District Expenditures (see attached schedule)	35,583
	Pretreatment Expenditures (see attached schedule)	89,514

O & M TOTAL 2,745,820

1340	Contingent Fund	TOTAL	95,000
1480	SRLF Principal & Loan Coverage Payments (\$73,000 - \$274,221)	TOTAL	457,715
	Pump Station (pump replacement)	TOTAL	17,000
		GRAND TOTAL	3,315,535

PROJECTED REVENUE SOURCES

A	Sewer Usage Fees	2,321,781
B	Septic Tank Services	70,000
C	Interest Income	65,000
D	Industrial Pretreatment	110,167
E	School Package Plans	42,183
F	Budgeted from Prior Years Retained Earnings	395,403
	REVENUE TOTAL	3,315,535
	VARIANCE	0

ATTACHMENT SCHEDULE OF EXPENSES FOR CONTRACT SERVICES

School District Package Plants

4220	School Dist. Salaries	
4240	School Dist. FICA	23,077
4260	School Dist. Retirement	1,705
4280	School Dist. Workers' Comp	1,581
4300	School Dist. Insurance	608
4320	School Dist. Materials	1,879
4340	School Dist. Uniforms	4,000
4360	School Dist. Travel	173
4380	School Dist. Miscellaneous	3,600
		0

TOTAL 36,663

Industrial Pretreatment Program

4520	Pretreatment Salaries	
4540	Pretreatment FICA	44,774
4560	Pretreatment Retirement	3,426
4580	Pretreatment Workers' Comp	3,059
4600	Pretreatment Insurance	970
4620	Pretreatment Materials	3,132
4640	Pretreatment Laboratory	600
4660	Pretreatment Travel	33,000
4680	Pretreatment Miscellaneous	2,190
		1,500

TOTAL 89,574

WORKSHEET FOR THE 2001-02 PROPOSED BUDGET OCONEE COUNTY SEWER COMMISSION

Gallons Metered, All Cities

2000 Flow = 1,042,151,279 Gallons

Percentages and Metered Flows By Cities

	<u>Seneca</u>		<u>Walthalla</u>		<u>Westminster</u>	
	<u>%</u>	<u>Gallons</u>	<u>%</u>	<u>Gallons</u>	<u>%</u>	<u>Gallons</u>
2000	57.8	602,547,800	18.5	192,976,200	23.7	246,627,279
Monthly Base		50,212,316		16,081,350		20,552,273

Gallons/Year Based on 2000 Flow
1,042,151,279

User fees needed to balance budget	=	\$2,321,781
Seneca	=	\$1,341,989.42 /yr
Walthalla	=	\$429,529.49 /yr
Westminster	=	\$650,262.10 /yr
Total		\$2,321,781.01
		\$193,481.75

Total May 2000 - March 2001 unmetered flows (\$14,929.33) were credited to the cities on a prorrata basis in the current fiscal year based on the following percentages.

Total Unmetered Flows	=	\$14,929.33
Seneca	=	54.90%
Walthalla	=	20.10%
Westminster	=	25.00%
		\$8,017.72
		\$3,081.15
		\$3,850.46

FEDDER & CAIN
ATTORNEYS AT LAW

159 Bypass 125, P.O. Box 598
Seneca, South Carolina 29579
(803) 882-6608
Facsimile (803) 882-7182

APR 12 1994

TIMOTHY M. CAIN, P.A.

W. J. PEDDER (OF COUNSEL)

April 12, 1994

Mr. Robert C. Winchester
Oconee County Sewer Commission
623 Return Church Road
Seneca, South Carolina 29578

Re: Request For Opinion

Dear Bob:

This letter is in response to your request for a written opinion concerning whether or not the Sewer Commission is authorized to make reappropriations between line items in order to keep line items from exceeding their allocated amounts.

Your attention is invited to Oconee County Ordinance No. 38-2, which provides for the creation of the Oconee County Sewer Commission. Section 5(b) of this Ordinance states that "the Commission shall be charged with the responsibility of operating the facilities of the Oconee County Wastewater Treatment Program." This section goes on to state that "the Commission shall prepare or cause to be prepared, annually, a budget for the operation of the facilities and of the program, and shall provide Oconee County Council and each of the major users with a copy of such proposed budget in compliance with the contract entered into between the County and the three municipal major users. The Commission will hire the necessary personnel to operate the system, PROVIDED, HOWEVER, all acts of the Commission contractually binding on Oconee County and involving the expenditure of funds and the hiring of personnel shall be subject to review and approval by Oconee County Council.

Enclosed please find a copy of the relevant portions of the Minutes of the October 5, 1991 Meeting of the Oconee County Council which indicates that the Oconee County Council, by a vote of four to one approved the request of the Sewer Commission that the Commission be given authorization to transfer money from the contingency fund within the Sewer Commission Budget when needed and that the Commission be given the authorization to make reappropriations between line items in order to keep line items from exceeding their allocated amounts.

Mr. Robert C. Winchester
April 12, 1994
Page 2.

In this regard, inasmuch as the County Council has reviewed and approved the request, I have no objection to the Commission making reappropriations between line items in order to keep line items from exceeding their allocated amounts. However, any changes in the budget must be sent to the Boone County Council, and should also be sent to the Municipalities.

The approval by Council may only apply to the particular budget year in question, which I understand is fiscal year 1993-1994, therefore authorization for such transfer would only extend to that particular budget.

I trust this information sufficiently addresses your inquiry, however if additional information is needed, please do not hesitate to call upon me.

Thanking you for your attention to these matters, I remain,

Sincerely,

FLEDDER & CAIN,



Timothy A. Cain

THS/ERI

cc: Mr. Howard Adams
Mr. Norman D. Erain

OCONEE COUNTY PARKS, RECREATION & TOURISM
VICKIE L. SATTERFIELD, DEPUTY DIRECTOR PARKS
415 SOUTH PINE STREET
WALHALLA, SOUTH CAROLINA
TELEPHONE (864) 638-4212

TO: OPAL GREEN
FROM: VICKIE SATTERFIELD
SUBJ: FAIR OAK YOUTH CENTER TOURNAMENT
DATE: JUNE 1, 2001

FAIR OAK YOUTH CENTER CALLED THIS MORNING AND ASKED TO BE PLACED ON THE AGENDA FOR TUESDAY TO REQUEST FUNDS FOR THEIR TOURNAMENT. I HAD PREVIOUSLY GIVEN YOU A REQUEST FOR GRAVEL AND THEY HAVE ADDITIONAL REQUESTS THEY WOULD LIKE TO DISCUSS WITH THE COUNCIL.

June 5, 2001

To: Oconee County Council
From: Fair-Oak Youth Center Board of Directors
Subject: Little League District One Tournament improvements funding request

Fair-Oak has been awarded the *Little League®* District Tournament for the 10 & under baseball beginning June 22nd. Although great strides have been made in facility improvements through A-tax and other sources of private funding in memory of Mark Miller, Jr.; there are still some additional needs. Our only sources of funding is through registration fees, concessions' income and periodic fund-raising activities. These do not generate enough money to make the needed facility improvements.

We are asking that the funding for the items below be considered for this event that will be attracting visitors from Anderson, Pickens, Greenville and Spartanburg Counties to our facilities. It is our desire to put our best foot forward and make a statement about our program and county.

Your consideration is appreciated for the following items which are prioritized for the up-coming event:

• Back-stop extensions to retain foul balls inside the playing area	\$ 3,470.00
• (2) Manual Scoreboards	\$ 1,200.00
• Materials for completing construction of announcer's area	\$ 1,400.00
Total	\$ 6,070.00

Also, we would like to request supplies for over-seeding and fertilizing of the fields which may be available through the County's operational resources.

Thank you for your time and consideration in making this a successful event.

Fair-Oak Youth Center, Inc.

PO Box 212
Fair Play, SC 29543

May 21, 2001

To: Vickie Satterfield
From: Tim Mays
Subject: Request for gravel at the Mark Miller Memorial Field

In preparation for the Little League District One tournament for the 10 and under baseball which we will be hosting, I am requesting the following from Oconee County:

3 loads of crusher run gravel to be delivered and spread or placed in numerous piles which can be easily spread.

Thank you for your help on this matter.

20
6

120

ROADWAY PERMIT

Encroachment on: County Road State Road (South Cove Park)

Road name: (South Cove Park)

Road #: N/A

Name: Seneca Light and Water Plant Contractor's start date: Fall 2001

Current mailing address: PO Box 4773, 251 East N, Second St., Seneca, SC 29679

Current Phone Number: (864) 885-2724

PIN # of Site: N/A

Directions to Site: South Cove County Park
(See proposed drawings)

For your Driveway (check one): Will be using existing driveway
 Will be putting in a new drive - (must provide drawing)

IMPORTANT INFORMATION

FOR ALL PROJECTS

- If you are putting in a new driveway, you must place two stakes (wooden, pvc, etc.) where the new driveway will enter the road.
- These stakes must be in place by the next working day after the roadway permit has been issued.
- F9-1-1 address must be posted in 3" numbers for residential and 4" numbers for commercial.

FOR RESIDENTIAL/COMMERCIAL PROJECTS

- All application for residential structures will be handled through the Oconee County Building Codes Department.
- Residential drives on County roads will be handled by The Oconee County Road Department.
- For NEW drives on State Roads, you must go to SCDOT Office, located at 150 Richmond Rd, Westminster, SC 29693 with this form or call at (864) 647-0388.

This permit will allow the Land Owner to install a new (water), (gas), (phone), (electrical) line along the shoulder of said Roadway for approximately 2000 feet. Said line must be buried thirty-six (36) inches deep.

GENERAL PROVISIONS

STANDARDS OF CONSTRUCTION: All work shall conform to recognized standards of construction and shall be performed in a workman like manner. Adequate provisions shall be made for maintaining the proper drainage of the highway. All work shall be subject to the supervision and satisfaction of Oconee County.

- **COST:** All work in connection with the construction, maintenance, moving and removing of the physical appurtenance contemplated herein, shall be done by and at the expense of Seneca Light and Water Plant.
- **LANDOWNER:**
 - a. Shall accept responsibility for claims and damages arising as a result of negligence in the construction or maintenance of said line.
 - b. Shall repair at their own expense, damage or injury to county roadways or property resulting from installation of said line in a timely fashion.
 - c. Shall re - seed and straw all disturbed areas so as to insure a proper stand of grass.
- **NO county roadway shall be cut without the express written permission of Oconee County, and the same be replaced as follows:**
 - a. Cuts are to be made with an asphalt cutter so as to provide a smooth edge.
 - b. Using selected backfill, sidefill is to be compacted and on top of pipe.
 - c. Compaction is to be made in six (6) inch layers, assuring 100% compaction to within eight (8) inches of the surface.
 - d. Place six (6) inches of concrete and follow with two (2) inches of compacted type 3 asphalt to assure a smooth surface.

NOTE: This work is to be done under the supervision of a representative of Oconee County. Quality of work must be performed per specifications of Oconee County Public Works Department. If, due to weather or other circumstances, road surface cannot be asphalted, then crusher run must be placed until all specifications are met.

- **CONTRACTOR:**
 - a. Shall be liable for damage or destruction to other utility lines or appurtenances existing over and under the Right-of-Way due to construction.
 - b. Must notify Oconee County twenty-four (24) hours prior to beginning construction.
 - c. Contractor must keep a copy of permit on the job site.
- **OCONEE COUNTY:** Assumes no responsibility for damage to said line in performing general maintenance to roadway.

- This permit shall become null and void unless the work contemplated herein shall have been completed prior to _____

Review and Site Visit By:

Date:

Right of Way Technician or
Road Construction Foreman

X May 22, 2001

Approved:

Accepted:

Ann H. Hughes
Supervisor - Chairman
Oconee County Council

+ M. B. ...

Attachment: Working Drawing

() Oconee County has _____ feet of recorded right of way on this road.

() Oconee County does not have recorded right of way on this road. Right of way is by possession only. Installation of utilities is not allowed in the surface area of the road. Oconee County will inspect and all work must conform to county specifications.

Oconee County Supervisors Office
415 S. Pine Street
Walhalla, SC 29691

I have reviewed the work completed and it meets county specifications.

Right of Way Technician or
Road Construction Foreman

Date

Installation by:
N/A
Applicant _____
County _____

DEPARTMENT BUDGET ADJUSTMENT AUTHORIZATION

REVISED 4-11-00

DATE:

DEPARTMENT:

CHANGE NO.:

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY _____ BUDGET.

1 TO Cap Exp Vehicle | 10 - 022 - 00150-00870 : 10,000
FILL IN LINE ITEM NAME FILL IN LINE ITEM CODE

FROM Operational | 10 - 022 - 00150-00872 : 10,000
FILL IN LINE ITEM NAME FILL IN LINE ITEM CODE

JUSTIFICATION: Stat surplus Jeep Available ✓

2 TO _____ | _____ - _____ - _____ : \$ _____
FILL IN LINE ITEM NAME FILL IN LINE ITEM CODE

FROM _____ | _____ - _____ - _____ : \$ _____
FILL IN LINE ITEM NAME FILL IN LINE ITEM CODE

JUSTIFICATION:

3 TO _____ | _____ - _____ - _____ : \$ _____
FILL IN LINE ITEM NAME FILL IN LINE ITEM CODE

FROM _____ | _____ - _____ - _____ : \$ _____
FILL IN LINE ITEM NAME FILL IN LINE ITEM CODE

JUSTIFICATION:

DEPARTMENT HEAD SIGNATURE

APPROVED: _____
PURCHASING AGENT

DATE

APPROVED: _____
COUNTY SUPERVISOR

DATE

5-4-01

DISAPPROVED: _____
PURCHASING AGENT OR COUNTY SUPERVISOR

DATE

BID NO. 00-40

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

BID FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE ST., ROOM 10, WALHALLA, SC 29691

The Performance Chevrolet GMC Truck
submits herewith our Bid in response to bid request number shown above, and in compliance with
the description(s) and/or specification(s) attached hereto for a new 2001 Chevrolet Tahoe

BASE BID

\$ 31,500

S. C. Sales Tax (5%)

300.00

TOTAL Bid Price

\$ 31,800⁰⁰

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>5-17-01</u>
<u>None</u>	<u>5-17-01</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: 6 to 8 wks maximum from Date of Approval

The undersigned, having fully familiarized himself with the information contained within this entire solicitation
and applicable documents, submits this bid and other applicable information to the County, which I verify to be
true and correct to the best of my knowledge. I certify that this bid is made without prior understanding,
agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or

BID SUPPLEMENTAL FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE STREET, ROOM 10
WALHALLA, SOUTH CAROLINA 29691

DATE: 5-17-01 BID NO 00-40

The Performance Chevrolet Buick ^{Model S} _(Bidder) takes the following exceptions:

That we do not have vehicle in stock, vehicle will have to be obtained and upfitted with some of the options that are requested for bid. Time to receive all items could be as much as 6 to 8 wks.

Thank You

Mike Smith

SIGNATURE: *Jim Wood*



Quarry & Construction
Services

1402 Marshburn Road
Homer, Ga. 30547
Ph (706) 877-2829
Fax (706) 877-2838

May 29, 2001

Oconee County Procurement Office
415 South Pine Street
Walhalla, South Carolina
29691

Marianne Dillard
Procurement Director

Dear Marianne:

Concerning our bid on drilling and blasting at the Oconee County quarry for the amount of .5260 cents per ton; I inadvertently left off my signature on the bid sheet. I am sending you the bid form sheet with my signature. Also; Tim Hulsey's South Carolina blasters license number is G41701. My apologies for omitting these two items.

Ronny Ledford
Sales Representative

A handwritten signature in cursive script that reads "Ronny Ledford".

The Blasting Professionals

BID NO. 00-42

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

BID FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE ST., ROOM 10, WALHALLA, SC 29691

The ORICA, USA

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 drilling and blasting at the Oconee County Rock Quarry .

BASE BID (price per ton)

\$.5240

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: _____

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable documents, submits this bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or

BID SUPPLEMENTAL FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE STREET, ROOM 10
WALHALLA, SOUTH CAROLINA 29691

DATE: May 25, 2001 BID NO 00-42

The _____ takes the following exceptions:
(Bidder)

SIGNATURE: _____

Ronny [Signature]

BID NO. 00-42

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

BID FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE ST., ROOM 10, WALHALLA, SC 29691

The Southern Blasting Services, 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 drilling and blasting at the Oconee County Rock Quarry.

BASE BID (price per ton)

\$.5975 / ton

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

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

Addendum Number	Date
<u>NONE</u>	<u>5/21/01</u>
<u>NONE</u>	<u>5/21/01</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: _____

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable documents, submits this bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or

equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. I further certify that this bid is good for a period of sixty (60) days, unless otherwise stated.

Southern Blasting Services, Inc.
Company name as registered with
the IRS

5166 Bethel Road
Correspondence Address

Ronda NC 28670
City, State, Zip

5/21/01
Date

Reg A. Guice
Authorized Signature

REG A. GUICE
Printed Name

PRESIDENT
Title

336-984-2824
Telephone Number

336-984-2977
Fax Number

5166 Bethel Road
Remittance Address

Ronda NC 28670
City, State, Zip

336 984 2824
Telephone Number

56 202 9598
Federal Tax ID Number

800 733 0302
Toll-Free Number if available

099 213620
SC Sales and Use Tax Number

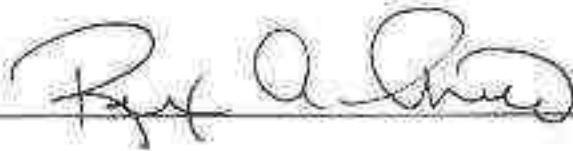
BID SUPPLEMENTAL FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE STREET, ROOM 10
WALHALLA, SOUTH CAROLINA 29691

DATE: 5/21/01 BID NO 00-42

The Southern Blasting Services, Inc. takes the following exceptions:
(Bidder)

NONE

SIGNATURE: _____



STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2001-21

WHEREAS, the Oconee County Habitat for Humanity celebrated its fiftieth anniversary June 4, 2001; and

WHEREAS, in an effort to alleviate substandard housing in Oconee County, Oconee County Habitat for Humanity has constructed twenty-eight houses in Seneca, Walhalla, West Union, Fair Play and Westminster in the past fifteen years; and

WHEREAS, the volunteers for Oconee County Habitat for Humanity are currently working on the twenty-ninth house in Oconee County; and

WHEREAS, it is the desire of Oconee County Habitat for Humanity to build at least four houses in 2001; and

WHEREAS, Oconee County Habitat for Humanity is a non-profit ecumenical Christian ministry that builds houses for people in need; using volunteer labor and donated materials whenever possible, then sells the houses non-profit with a non-interest loan to families who would otherwise be forced to live in substandard housing;

NOW THEREFORE, BE IT RESOLVED that the Official Records and Minutes of the Oconee County Council contain the following:

NOW THEREFORE, BE IT KNOWN THAT THE OCONEE COUNTY COUNCIL RECOGNIZES AND APPRECIATES THE SPIRIT OF DEDICATION THAT THE OCONEE COUNTY HABITAT FOR HUMANITY HAS SHOWN IN CONSTRUCTING HOUSES IN OUR COUNTY FOR THOSE WHO WOULD OTHERWISE HAVE TO LIVE IN SUBSTANDARD HOUSING; AND

BE IT FURTHER KNOWN THAT THE OCONEE COUNTY COUNCIL FULLY SUPPORTS THE OCONEE COUNTY HABITAT FOR HUMANITY IN THEIR EFFORTS TO DO AWAY WITH SUBSTANDARD HOUSING IN OCONEE COUNTY.

BE IT FURTHER KNOWN THAT THE OCONEE COUNTY COUNCIL EXPRESSES APPRECIATION TO THOSE CITIZENS WHO DONATE LABOR AND MATERIALS FOR THESE HOUSES.

APPROVED & ADOPTED on first and final reading this 5th day of June 2001.

Ann H. Hughes, Supervisor-Chair

Tim C. Hall, District I

Kenneth E. Johns, Jr., District II

Harry R. Hamilton, District III

Marion F. Lyles, District IV

H. Frank Aches, Jr., District V

Attest: _____



Oconee County Sewer Commission

623 Return Church Road • Seneca, South Carolina 29678
Phone: 864-972-3900 • Fax: 864-972-3917

April 17, 2001

*file
for Council*

Mrs. Ann Hughes
Oconee County Supervisor
415 South Pine Street
Walhalla, SC 29691

RE: Sewer Commission Appointments

Dear Mrs. Hughes,

This letter is to inform you that the Sewer Commission term of Mr. Jerry Opperman expired on April 1, 2001. Mr. Opperman has served Oconee County well for twenty-six years. He is the longest serving member in the history of the Sewer Commission. Mr. Opperman continues to serve, and I respectfully request that County Council re-appoint him for another term.

Also attached find a letter from West Union Mayor Richard Pressley and the Town Council's recommendation that Mr. Danny Hutchinson be appointed to the Sewer Commission to replace Mr. Larry Harden who recently resigned.

The Town of West Union has a contract with Oconee County identical to those of the three major users. (ie: Seneca, Walhalla and Westminster) This contract was signed October 2, 1979. The Town of West Union requested in 1982 that County Council appoint a member to the Sewer Commission designated by the town to represent the West Union area.

Their first representative was Mr. Michael Miller and was appointed by County Council on September 21, 1982, and since then the town has had a representative on the Sewer Commission.

Please present the above matters to County Council for Consideration. Thanks for your cooperation, and if I can be of service, please call.

Sincerely,

Howard S. Adams
Chairman, OCSC

Cc: Commission
Mr. Jerry Opperman
Mr. Danny Hutchinson
Cecilia Atkins, Town of West Union