

A G E N D A
OCONEE COUNTY COUNCIL MEETING
TUESDAY, August 7, 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. Public Hearing to Receive Written and/or Oral Comments Regarding Ordinance 2001-05, "AN ORDINANCE FOR THE PURPOSE OF ESTABLISHING A LOCAL ACCOMMODATIONS TAX TO APPLY TO ALL ACCOMMODATIONS LOCATED IN OCONEE COUNTY, SOUTH CAROLINA AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE"
5. Consideration of Third & Final Reading of Ordinance 2001-05 (Titled Above)
6. Discussion Regarding Trash Pick-up for Unincorporated Areas of Oconee County
7. Consideration of Request for Contingency Funds for the Law Enforcement Center
Captain Terry Wilson
8. Consideration of Bids for Courthouse Construction – Ms. Marianne Dillard, Procurement Director & Mr. F. J. Clark, F. J. Clark, Inc.
9. Consideration of Bids for Refueler Truck (Jet A) – Ms. Marianne Dillard, Procurement Director & Mr. Robert Banks, Airport Director
10. Consideration of Bids for Corporate Hangar Paving at Airport – Ms. Marianne Dillard, Procurement Director & Mr. Robert Banks, Airport Director
11. Consideration of Approval of Proclamation Declaring September as "Oconee County Payroll Week"
12. Consideration of Approval of Appointment of Dr. Don Garrison to the Educational Task Force Committee
13. Consideration of Approval of Mr. William Eberling as the FOLKS Representative on the Planning Task Force Committee
14. Consideration of Request for Funds for Temporary Help in the Register of Deeds Office – Mrs. Phyllis Lombard, Finance Director

15. Second Reading of Ordinance 2001-07, "AN ORDINANCE REORGANIZING THE OCONEE COUNTY RURAL FIRE COMMISSION AND REPLACING ORDINANCE 80-8"
16. Consideration of Approval of Purchase of Computer Fire Program for Rural Fire
- Mrs. Ann Hughes, Supervisor
17. Old Business
18. New Business
19. Public Comment Session (Not to exceed thirty minutes)
20. 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 Law Enforcement, Safety, Health, Welfare & Services Committee will meet Tuesday, August 7, 2001 at 5:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC for the purpose of discussing various ordinances.

The Oconee County Roads & Transportation Committee will meet Tuesday, August 14, 2001 at 3:00 PM for the purpose of discussing several roadway issues.

The Governmental Task Force will meet Tuesday, August 28, 2001 at 1:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC.

MEMBERS, OCONEE COUNTY COUNCIL

Mr. Tim O. Hall, III, District I Mr. Kenneth E. Johns, Jr., 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 Oconee County Council met Tuesday, August 7, 2001 at 7:00 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 (by mail): Keowee Courier, Westminster News, Anderson Independent, WGOG Radio, WPEK Radio & Daily Journal.

Members of the press present: Amanda Rylander - Daily Journal & Dave Williams - Anderson Independent.

Call to Order:

The meeting was called to order by Supervisor-Chair Hughes.

Invocation:

Mr. Hall gave the invocation.

Minutes:

Mr. Johns made a motion, seconded by Mr. Hall, approved 3 - 0 (Mr. Ables & Mr. Hamilton abstaining) that the minutes of the July 17, 2001 meeting be adopted as printed.

Ordinance 2001-05:

The first item on the agenda was a public hearing to receive written and/or oral comments regarding Ordinance 2001-05, "AN ORDINANCE FOR THE PURPOSE OF ESTABLISHING A LOCAL ACCOMMODATIONS TAX TO APPLY TO ALL ACCOMMODATIONS LOCATED IN OCONEE COUNTY, SOUTH CAROLINA AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE."

Mr. B. J. Littleton expressed feelings that Oconee County did not need the local accommodations tax and he was against the adoption of the ordinance.

There were no written comments submitted.

Ordinance 2001-05 Continued:

Mr. Johns made a motion, seconded by Mr. Ables, approved 4 – 1 (Mr. Hamilton voting against) that Ordinance 2001-05, “AN ORDINANCE FOR THE PURPOSE OF ESTABLISHING A LOCAL ACCOMMODATIONS TAX TO APPLY TO ALL ACCOMMODATIONS LOCATED IN OCONEE COUNTY, SOUTH CAROLINA AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE” be adopted on third and final reading.

Environmental Waste:

Mr. Ricky Nichols addressed Council informing them he would like to start a garbage collection business in the unincorporated areas of the county.

Contingency Funds for Law Enforcement Center:

Upon request of Captain Terry Wilson, the request for contingency funds for L.E.C. was removed from the agenda.

Courthouse Bids:

Upon recommendation of Mr. Robert Banks, County Engineer, & Ms. Marianne Dillard, Procurement Director, Mr. Lyles made a motion, seconded by Mr. Johns, approved 5 – 0 that the bid for construction of the Oconee County Courthouse with the exceptions of Alternate #3 and Alternate #7 be awarded to M. B. Kahn at a cost of \$6,868,600. (See attached bid sheet)

Aeronautics:

Upon recommendation of Mr. Robert Banks, Airport Director & Ms. Marianne Dillard, Mr. Lyles made a motion, seconded by Mr. Johns, approved 5 – 0 that the bid for a refueler truck (Jet A) be awarded to Bosserman Aviation Equipment for a 1997 truck with 80,000 miles at a cost of \$50,300. (See attached bid sheet)

Upon recommendation of Mr. Banks & Ms. Dillard, Council voted unanimously to accept the bid of King Asphalt Paving for the county's portion of the corporate hangar paving at the airport at a cost of \$15,304. (See attached bid sheet)

Payroll Week Proclamation:

Mr. Hall made a motion, seconded by Mr. Johns, approved 5 – 0 that the attached proclamation declaring the First Week in September “National Payroll Week” be adopted on first and final reading.

Task Force Appointees:

Mr. Hall made a motion, seconded by Mr. Johns, approved 5 – 0 that Dr. Don Garrison, President, Tri County Technical College be appointed to the Educational Task Force Committee.

Mr. Hall made a motion, seconded by Mr. Johns, approved 5 – 0 that Mr. William Eberling be appointed to the Planning Task Force Committee.

Temporary Help for Register of Deeds (Contingency):

Upon request of Mrs. Phyllis E. Lombard, Finance Director, Mr. Hamilton made a motion, seconded by Mr. Ables, approved 5 – 0 that \$3,900 be taken from contingency for temporary help in the Register of Deeds Office for an eight week period.

Ordinance 2001-07:

Upon recommendation of the Law Enforcement, Safety, Health, Welfare & Services Committee Council voted unanimously to adopt Ordinance 2001-07, "AN ORDINANCE REORGANIZING THE OCONEE COUNTY RURAL FIRE COMMISSION AND REPLACING ORDINANCE 80-8" on second reading.

Rural Fire:

Action was not taken regarding the purchase of a computer fire program for Rural Fire pending an opinion of the Information Services Director. (See attached information)

Educational Task Force:

Mr. Hamilton asked for a listing of the Educational Task Force Committee members.

Knox Campground Roadway:

Upon recommendation of Mr. Robert Banks, County Engineer, Mr. Hall made a motion, seconded by Mr. Hamilton, approved 4 – 1 (Mr. Ables voting against) that Knox Campground Roadway be accepted into the county maintenance system when the roadway is completed as per Mr. Banks' recommendations.

Ordinance 78-2:

Upon motion by Mrs. Hughes, Council voted unanimously to amend Ordinance 78-2, "AN ORDINANCE FOR THE REGULATION AND OPERATION OF THE OCONEE COUNTY SEWER SYSTEM" to include four additional members.

Environmental Services:

Mrs. Hughes introduced Mr. T. W. Gideon, Environmental Services Director to Council.

Vehicles:

Upon recommendation of Mr. Lee Davis, Vehicle Maintenance Director & Mrs. Hughes, Council voted unanimously to purchase a vehicle at a cost of \$11,300 for county employees use.

PRT:

Mrs. Hughes made a motion, seconded by Mr. Johns, approved 5 – 0 that The Last Blast of Summer event featuring entertainment and fireworks be adopted. (See attached information)

Mr. Johns made a motion, seconded by Mr. Hall that the new route for the water line for Seneca going through South Cove Park be adopted.

Mr. Hall made a motion, seconded by Mr. Ahles, approved 5 – 0 that the motion be amended to include that an archeologist be on site during the installation of the water line to assure that no graves are disturbed.

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

Airport:

Mrs. Hughes made a motion, seconded by Mr. Hall, approved 4 – 0 (Mr. Lyles abstaining) that the field at the Oconee County Airport be named the Marion E. Lyles Airport.

Ordinance 2001-08:

Upon recommendation of the Law Enforcement, Safety, Health, Welfare & Services Committee, Council unanimously adopted Ordinance 2001-08, "AN ORDINANCE TO REGULATE SOLICITATION ON HIGHWAY RIGHT OF WAY AND MEDIANS" on first reading in title only.

Ordinance 2001-09:

Upon recommendation of the Law Enforcement, Safety, Health, Welfare & Services Committee, Council unanimously adopted Ordinance 2001-09, "AN ORDINANCE TO DEFINE, REGULATE AND CONTROL THE DISPOSAL AND DUMPING OF GARBAGE, REFUSE AND OTHER TRASH IN THE UNINCORPORATED AREAS OF OCONEE COUNTY, SOUTH CAROLINA, TO PROVIDE PENALTIES FOR VIOLATIONS OF THIS ORDINANCE AND TO REPEAL ORDINANCE NUMBER 80-12, DATED NOVEMBER 18, 1980" on first reading in title only.

Ordinance 80-9:

Upon recommendation of the Law Enforcement, Safety, Health, Welfare & Services Committee, Council voted unanimously to change the name of the Oconee County Emergency Preparedness Commission to the Oconee County Emergency Management Commission.

Ordinance 2001-10:

Upon recommendation of the Law Enforcement, Safety, Health, Welfare & Services Committee, Council unanimously adopted Ordinance 2001-10, "AN ORDINANCE TO CREATE THE OCONEE COUNTY EMERGENCY MANAGEMENT COMMISSION AND REPEAL ORDINANCE 80-9" on first reading in title only, which will also increase the membership from five members to seven members.

Boards & Commissions Appointees:

Upon recommendation of Mr. Hamilton, Council voted unanimously to appoint J. Patrick Cromer, Jr. to represent District III on the Parks & Recreation Commission.

Upon recommendation of Mr. Lyles, Council voted unanimously to appoint Tim Tannery to represent District IV on the Solid Waste Commission.

Mrs. Hughes made a motion, seconded by Mr. Johns, approved 5 - 0 that Marshall Parker be appointed to the Oconee Advanced Leadership Program.

Mrs. Hughes made a motion, seconded by Mr. Ables, approved 5 - 0 that Josephine Hamilton be appointed to the Oconee Advanced Leadership Program.

Leadership Program:

Mrs. Hughes made a motion, seconded by Mr. Hall, approved 5 - 0 that the Oconee County Supervisor sponsor the Oconee Advanced Leadership Program.

Budget & Finance Committee Meeting:

The Oconee County Budget & Finance Committee scheduled a meeting Tuesday, August 14, 2001 at 4:00 PM in Council Chambers for the purpose of discussing financial policies.

Rock Crusher:

Mr. Johns made a motion, seconded by Mr. Hall, approved 5 - 0 that the cost of sap rock be reduced from \$5.50 per ton to \$4.92 per ton and the sales of sap rock be monitored.

Public Comment Session:


Mr. B. J. Littleton spoke in open session regarding action taken by Council during the meeting.

Ms. Susie Cornelius spoke in opposition to the proposed expansion of the Lila Doyle facility.

Adjourn:

Adjourn.

Respectfully Submitted:



Opal O. Green
Council Clerk

27 July 2001

Oconee County Courthouse Bid Tabulation Form

Attention: Ms. Marianne Dillard, Purchasing

Reference: New Courthouse, Walhalla, South Carolina

RECEIVED
JUL 30 2001
OCONEE COUNTY
PURCHASING DEPT

FJClark

Incorporated

Fairette Building
201 South Murray Avenue
Anderson, SC 29624
864.261.3902
864.225.5800
fjclark@fjclark.com

Dear Ms. Dillard:

As you are aware bids were received Tuesday July 24 and we have enclosed a Certified Bid Tab Form for your use.

We recommend acceptance of M.B. Kahn's low base bid of \$6,686,000.

We also recommend acceptance of alternates 1,2,3,4,5,6, and 8 for a total amount of \$6,899,600. Alternate No. 7 we recommend not accepting. This alternate is for a smaller emergency generator. The savings (\$5,200) is not a good value.

Concerning the unit prices, we do not recommend accepting the rock excavation prices included in the bid, but would recommend \$100 per cu.ft for open excavation and \$250 per cu.ft. for trench excavation.

In addition, we have requested M.B.Kahn furnish a list of possible cost savings that could be accepted by the County. The savings that are acceptable would be deducted from the contract total noted above.

Please do not hesitate to contact us if you have any questions.

Very truly yours,

FJ Clark Incorporated



Ron Van Bergen, AIA

Enclosures: Bid Tabulation Form

BID TABULATION FORM
For
Oconee County Courthouse
 2:00 PM EST - July 24, 2001

[Signature]
 Grant J. Clark, AIA, President

General Contractors	Boonville Greenville, SC	M.B. Ryan Greenville, SC	Robinson Construction Greenville, SC	Shales Inc. Waynesville, NC	Trebel Construction Greenville, SC	Trebel Construction Greenville, SC	Young Construction Greenville, SC	Zorn, Co. Lynch, SC
Alt Alternates #1	X	X	X	X			X	
Alt Alternates #1 (2, 3)	X	X	X	X			X	
Base Bid	7,140,000	5,895,000	9,463,000	7,287,000	DID NOT BID	6,973,327	7,846,000	DID NOT BID
Alternate #1	+ 36,000	+ 44,300	- 71,262	1,85,600		+ 37,500	- 47,000	
Alternate #2	+ 39,500	+ 55,000	1,77,500	- 54,000		+ 54,000	+ 44,700	
Alternate #3	+ 14,000	+ 30,600	+ 83,418	+ 23,900		+ 14,500	+ 15,000	
Alternate #4	+ 2,200	+ 8,000	- 6,040	+ 18,800		+ 5,700	+ 2,800	
Alternate #5	+ 8,500	+ 1,200	+ 7,268	+ 16,300		+ 8,200	+ 9,500	
Alternate #6	+ 52,000	+ 54,500	+ 69,000	+ 55,000		+ 52,500	+ 59,000	
Alternate #7	+ 5,100	- 5,200	+ 6,654	- 3,200		- 2,000	- 6,100	
Alternate #8	+ 840	+ 22,000	+ 37,786	+ 12,000		+ 38,000	6,900	
TOTALS	7,280,540	5,995,000	9,762,411	7,509,800		7,158,527	7,425,200	
Subcontractors								
Plumbing	Teachey Mechanical	Teachey Mechanical	Shoyer Mechanical	Teachey Mechanical	Easley Mechanical	Teachey Mechanical	Teachey Mechanical	
Mechanical	Teachey Mechanical	Teachey Mechanical	Wester, Inc.	Teachey Mechanical	Wester, Inc.	Teachey Mechanical	Teachey Mechanical	
Electrical	Harrison Electrical	Harrison Electrical	Harrison Electrical	C & W Electric	Harrison Electrical	Harrison Electrical	Harrison Electrical	
Masonry	Land Construction	WBKahn	A J Masonry	Land Construction	Triangle Construction	Triangle Construction	Land Construction	

[Signature]

[Handwritten notes]

[Handwritten notes]

6,968,600

Jet Truck Refueler Purchase Options

Option #1

Accept the previous bid from Bosseman Aviation Equipment, with the following exception:

Bosseman Aviation no longer has the 1995 Ford F800 with 177,000 miles. This truck has since been sold. Bosseman aviation is offering a 1997 Truck with 80,000. The truck meets all original requirements, except a Cummins Diesel Engine. This vehicle has a Caterpillar engine.

Original Bid	\$52,000 * Includes Delivery
Reduction	(\$1,700)
Total	\$50,300

Option #2

Accept the bid from Bosseman Aviation to retrofit a county owned, 1980 Ford F800 with 130,000 miles.

Bid	\$35,734
Delivery	\$650 * Includes cost for meals, one nights stay in hotel, diesel fuel to the destination, cost of flight to pick up driver
Pickup	\$650 * Includes cost for meals, one nights stay in hotel, diesel fuel for return trip, cost of flight to deliver driver.
Total	\$40,034

Either option will require a 2 or 3 month lease of a fuel truck from Eastern Aviation.

Cost	\$1,000 per month
	x 3 months
	<u>\$3,000</u>
Delivery	\$750
Pickup	\$750
Total	\$4,500

**FAX Transmission**

From: Terry Bosserman
Questions? Call 419-396-6256
Fax 419-396-0022
To: Ms. Marianne Dillard
Company: Oconee County
Address:

Bosserman Aviation Equipment, Inc.
2327 State Route 588
Catey, OH 43816
Fax #: 864-638-4142

Date: August 6, 2001
BAE e-mail: bae@bright.net
BAE web: www.bossermanaviationequipment.com

Pages: (1) (including this one)

Re: Bid 00-46

Dear Marianne:

Per our conversation we're pleased to confirm the following:

1. Our bid is still valid until 8/22/01.
2. Chassis that is currently available is a 1997 GMC C6500 with 3116 Cat. diesel, MD3060 Allison transmission, air brakes, approximately 81,000 miles.

Regards,



Terry Bosserman, President

(F271)

Bidders		King Asphalt Paving		Sloan Construction		Thrift Dev Corp	
Approx Qty	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
3,520 sy	Setup and Compaction	\$ 0.70	\$ 2,464.00	\$ 1.00	\$ 3,520.00	\$ 10.00	\$ 35,200.00
3,520 sy	Prime	\$ 0.50	\$ 1,760.00	\$ 0.40	\$ 1,408.00	\$ 0.30	\$ 1,056.00
400 ton	Asphalt Type 1	\$ 35.20	\$ 14,080.00	\$ 56.00	\$ 22,400.00	\$ 44.00	\$ 17,600.00
	Total Bid		\$ 18,304.00		\$ 27,328.00		\$ 53,856.00
	Delivery	14 days		14 days		14 days	
Bidders		F & R Asphalt		Hubbard Paving			
Approx Qty	Description	Unit Price	Extended Price	Unit Price	Extended Price		
3,520 sy	Setup and Compaction	did not bid		did not bid			
3,520 sy	Prime						
400 ton	Asphalt Type 1						

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 verify 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 12-54-1029(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.

King Apparel, Inc.
Company name as registered with
the IRS

P.O. Box 179
Correspondence Address

LIBERTY, SC 29657
City, State, Zip

August 7, 2001
Date

P.O. Box 179
Remittance Address

LIBERTY, SC 29657
City, State, Zip

864-255-0338
Telephone Number

57-0825259
Federal Tax ID Number


Authorized Signature

MICHAEL E. VAN DAELE
Printed Name

TREASURER / SECRETARY
Title

864-255-1138
Telephone Number

864-240-7115
Fax Number

Toll-Free Number if available

12302
SC Sales and Use Tax Number

BID NO. 01-07

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

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

The Sloan Construction 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 paving of the corporate hangars at the Oconee County Airport of approximately 400 tons Type 1 asphalt.

Approx.	Unit	Item	Cost per unit	Extended Cost
3,520	Square yard	Setup and compaction	\$ 1. ⁰⁰	\$ 3,520. ⁰⁰
3,520	Square yard	Prime	\$ 0.40	\$ 1,408. ⁰⁰
400	Ton	Asphalt Type 1	\$ 56. ⁰⁰	\$ 22,400. ⁰⁰
Total Bid				\$ 27,328. ⁰⁰

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>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: 14 Days from Notice to Proceed

The undersigned, having fully familiarized himself with the information contained within this notice solicited 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.

SLOAN CONSTRUCTION CO. INC.

Company name as registered with
the IRS

Robert L. Land
Authorized Signature

PO Box 765
Correspondence Address

Robert L. Land
Printed Name

DUNNAN, SC 29334
City, State, Zip

Region Manager
Title

8/1/01
Date

(864) 968-2250
Telephone Number

(864) 968-2255
Fax Number

PO Box 765
Remittance Address

DUNNAN, SC 29334
City, State, Zip

(864) 968-2250
Telephone Number

-N/A-
Toll-free Number if available

25-1451427
Federal Tax ID Number

-N/A-
SC Sales and Use Tax Number

BID SUPPLEMENTAL FORM

OCONEE COUNTY PROCUREMENT OFFICE

415 S. PINE STREET, ROOM 10

WALHALLA, SOUTH CAROLINA 29691

DATE August 7, 2001 BID NO 01-07

The Sloan Construction Co., Inc. takes the following exceptions:
(Bidder)

- NONE -

SIGNATURE Robert L. Sloan

06

BID NO. 01-07

(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 Thrift Development Corporation submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for paving of the corporate hangars at the Oconee County Airport of approximately 400 tons Type 1 asphalt.

Approx.	Unit	Item	Cost per unit	Extended Cost
3,520	Square yard	Setup and compaction	\$ 10.00	\$ 35,200.00
3,520	Square yard	Prime	\$.30	\$ 1,056.00
400	Ton	Asphalt Type 1	\$ 44.00	\$ 17,600.00
Total Bid				\$ 53,856.00

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	
_____	_____
_____	_____

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

Completion/Delivery Date ARO: Per Specifications

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable documents, submits this bid and other useable 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.

Tariff Development Corporation
Company name as registered with
the IRS


Authorized Signature

PO Box 2125
Correspondence Address

Gary Thrift
Printed Name

Seneca, SC 29679-2125
City, State, Zip

President
Title

August 7, 2001
Date

(864) 882-4582
Telephone Number

(864) 882-0808
Fax Number

PO Box 2125
Remittance Address

Seneca, SC 29679-2125
City, State, Zip

(864) 882-4582
Telephone Number

N/A
Toll-Free Number if available

37-1028263
Federal Tax ID Number

N/A
SC Sales and Use Tax Number

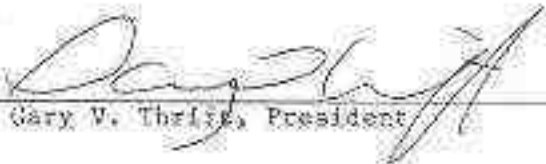
BID SUPPLEMENTAL FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE STREET, ROOM 10
WALHALLA, SOUTH CAROLINA 29691

DATE August 7, 2001 BID NO 01-07

The Thrift Development Corporation takes the following exceptions:
(Bidder)

NONE

SIGNATURE



Gary V. Thrift, President



FAX Transmission

From: Terry Bosserman
Questions? Call 419-396-8256
Fax 419-396-0022
Bosserman Aviation Equipment, Inc.
2327 State Route 568
Carey, OH 43316
To: Marianne
Company: Oconee Co. Procurement Office
Address: Fax #: 864-638-4142

Date: July 5, 2007
BAE e-mail: oae@b-ight.net
BAE web: www.bossermanaviationequip.com
Pages: (2) (including this one)

Re: Bid 00-46 and BAE Quote 3203

Dear Marianne:

Per our conversation we're pleased to provide you with the updated chassis information you requested. Also attached is a price reduction based on your selection of either chassis which have higher mileage than originally quoted (that chassis had already been sold during bid process).

Please review our information and let me know if you require any more information.

Regards,


Terry Bosserman

(F227)

(Page 2-BAE Fax 227)

TRUCK #1

1995 Ford

F800

Cummins 5.9

Allison automatic

Like new radials 10R22.5

88,000 miles

Hydraulic brakes

Power steering

Complete check over by truck dealer

Like new truck

Single rear axle

Painted white

PRICE REDUCTION: \$1000.00

TRUCK #2

1995 Ford

F800

Cummins 5.9

Allison automatic

Like new radials 10R22.5

177,000 miles

Air brakes

Power steering

Completely detailed

Like new truck

Oil pan dropped

New rod and main bearings installed, serviced

PRICE REDUCTION: \$1700.00

BID NO. 00-46

(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 Bergelman Aviation Equipment 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 a refurbished Jet-A refueler truck, (1990 or newer model) with a 2200 gallon tank.

BASE BID - Refueler: \$ 51,700.00

S. C. Sales Tax (5%) USE 2003-07 COLLECT S.C. 300.00
3.425% TAX

TOTAL Bid Price: \$ 51,700.00

Add Alternate #1 - Inspection trip \$ _____

Make and Model Ford F800 Actual Mileage 19,500

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: 30 days

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 NO. 60-46

(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 American Refueler Equipment 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 a refurbished Jet-A refueler truck, 1990 or newer model with a 2200 gallon tank.

BASE BID - Refueler \$ See Alternate Bid - \$42,800.00
S. C. Sales Tax (5%) 300.00
TOTAL Bid Price \$ 543,100.00
Add Alternate #1 - Inspection trip \$ 1,260.00

Make and Model See Alternate Bid Actual Mileage See Alternate Bid

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: Six (6) to Seven (7) Weeks from Receipt of Order.

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.

American Refueler Equipment Co., Inc.

Company name as registered with
the IRS

P.O. Box 9849

Correspondence Address

Birmingham, AL 35220

City, State, Zip

June 13, 2001

Date


Authorized Signature

Malcolm R. Pledge

Printed Name

President

Title

205-856-3006

Telephone Number

205-856-3008

Fax Number

P.O. Box 9849

Remittance Address

Birmingham, AL 35220

City, State, Zip

205-856-3006

Telephone Number

63-0848782

Federal Tax ID Number

1-800-488-0497

Toll-Free Number if available

SC Sales and Use Tax Number

BID SUPPLEMENTAL FORM

OCCONEE COUNTY PROCUREMENT OFFICE

415 S. PINE STREET, ROOM 10

WALHALLA, SOUTH CAROLINA 29691

DATE: JUNE 13, 2001 BID NO 00-46

The American Refueler Equipment Company, Inc. takes the following exceptions:
(Bidder)

We bid a 1986 Ford F-700 Diesel - Automatic (SEE SPECIFICATIONS HEREWITH):

Your Net Cost F.O.B. Oconee Airport\$42,800.00

Warranty on tank against leaking shall be for one (1) year. Additionally, vendor shall provide a one (1) year warranty on all major components (Meter, pump, hose reel system). A 90 day warranty shall be provided on chassis-cab powertrain.

This unit is subject to Prior Sale.

NOTE: Enclosed is a picture of a sister unit - Same Chassis-Cab and Refueler Specification as described in our bid.

SIGNATURE: _____



American Refueler Equipment Company, Inc. - Malcolm R. Pledger

BID NO. 00-46
(Use this number on envelopes and all related correspondence.)

ALTERNATIVE # 1

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

The Company GARBITE, LLC
submits herewith my Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for a refurbished Jet-A refueler truck, 1990 or newer model with a 2200 gallon tank.

BASE BID - Refueler	\$ <u>74,450.00</u>
S. C. Sales Tax (5%) - NOTE: Garbite is registered in the State of Kansas and does not collect nor remit sales taxes in S.C.	\$ <u>3,722.50</u> 300.00
TOTAL Bid Price	\$ <u>78,172.50</u>
Add Alternate #1 - Inspection trip	\$ <u>1,000.00</u>

Make and Model 1993 Ford F-700 Actual Mileage 149,521

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>NONE</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: 60-90 DAYS AFTER RECEIPT OF ORDER

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.

CARSITE, LLC
Company name as registered with
the IRS

539 S. 10TH STREET
Correspondence Address

KANSAS CITY, KANSAS 66105
City, State, Zip

6/14/01
Date

539 S. 10TH STREET
Remittance Address

KANSAS CITY, KANSAS 66105
City, State, Zip

913-347-5600
Telephone Number

43-1838563
Federal Tax ID Number

Mark Kendrick
Authorized Signature

MARK KENDRICK
Printed Name

PROJECT MANAGER
Title

800-467-5600
Telephone Number

913-279-3119
Fax Number

800-467-5600
Toll-Free Number if available

N/A
SC Sales and Use Tax Number

BID SUPPLEMENTAL FORM - *Alternative #1*

OCCONEE COUNTY PROCUREMENT OFFICE

415 S. PINE STREET, ROOM 10

WALHALLA, SOUTH CAROLINA 29691

DATE THURSDAY, JUNE 14, 2001

BID NO 00-46

FOR ALTERNATIVE # 1

The Company: GARSITE, LLC takes the following exceptions:
(Bidder)

- 1) Mileage - Average life of a diesel engine is approximately 250,000
(See chassis specifications Section 1)
- 2) Brakes - Hydraulic brakes in lieu of air brakes
(See chassis specifications Section 1)
- 3) Chassis Warranty - (See warranty information Section 3)
- 4) Garsite, LLC does not collect or remit South Carolina sales tax
- 5) Delivery charge via flatbed trailer - \$1,320.00

SIGNATURE:

Mark Kendrick
MARK KENDRICK

BID NO. 00-46
(Use this number on envelopes and
all related correspondence.)

ALTERNATIVE #2

BID FORM

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

The Company GARSITE, LLC

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 refurbished Jet-A refueler truck, 1990 or newer model, with a 2200 gallon tank.

BASE BID - Refueler

\$ 45,000.00

S. C. Sales Tax (5%) - NOTE: GarSITE is registered
in the State of Kansas and
does not collect nor remit
sales taxes in S.C.

\$ 2,250.00

TOTAL Bid Price

\$ 47,250.00

Add Alternate #1 - Inspection trip \$ 500.00

Make and Model 1991 Chevrolet Kodiak Actual Mileage 100,000

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>NONE</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 60-90 DAYS AFTER RECEIPT OF ORDER

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 the 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 12-94-1020(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.

CARSTTE, LLC

Company name as registered with the IRS

339 S. 10TH STREET

Correspondence Address

KANSAS CITY, KANSAS 66105

City, State, Zip

6/14/01

Date

Mark Kendrick
Authorized Signature

MARK KENDRICK

Printed Name

PROJECT MANAGER

Title

800-467-5600

Telephone Number

913-279-3119

Fax Number

339 S. 10TH STREET

Remittance Address

KANSAS CITY, KANSAS 66105

City, State, Zip

913-343-5600

Telephone Number

800-467-5600

Toll-Free Number if available

43-1538583

Federal Tax ID Number

N/A

SC Sales and Use Tax Number

BID SUPPLEMENTAL FORM

OCONEE COUNTY PROCUREMENT OFFICE

415 S. PINE STREET, ROOM 10

WALHALLA, SOUTH CAROLINA 29691

DATE THURSDAY, JUNE 14, 2001

BID NO 00-46

FOR ALTERNATIVE # 2

The Company: GARSITE, LLC takes the following exceptions
(Bidder)

- 1) Mileage - Average life of a diesel engine is approximately 250,000.
(See chassis specifications Section 1)
- 2) Brakes - Hydraulic brakes in lieu of air brakes
(See chassis specifications Section 1)
- 3) Chassis Warranty - (See warranty information Section 5)
- 4) Garsite, LLC does not collect or remit South Carolina sales tax
- 5) Delivery charge via flatbed trailer - \$1,000.00

SIGNATURE: _____

Mark Kendrick
MARK KENDERICK

BID NO. 00-46

(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 Duke Transportation 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 a refurbished Jet-A refueler truck, 1990 or newer model with a 2200 gallon tank.

BASE BID - Refueler \$ 92,000.⁰⁰
S. C. Sales Tax (5%) 300.00
TOTAL Bid Price \$ 92,000.⁰⁰

Add Alternate #1 - Inspection trip \$ Customer's Expense

Make and Model Navistar 4700 Actual Mileage 43,058

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>N/A</u>	<u> </u>
<u>N/A</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

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.

Dukes Transportation Services

Company name as registered with the IRS

Jason T. Dukes
Authorized Signature

1525 Lima Ave
Correspondence Address

Jason Dukes
Printed Name

Findlay OH, 45840
City, State, Zip

President
Title

6-13-01
Date

419-422-9653
Telephone Number

419-422-2896
Fax Number

DTS
Remittance Address

1525 Lima Ave Findlay, OH 45840
City, State, Zip

419-422-9653
Telephone Number

800-451-7157
Toll-Free Number if available

34-1341849
Federal Tax ID Number

N/A
SC Sales and Use Tax Number

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION

WHEREAS, the American Payroll Association and its 20,000 members have launched a nationwide public awareness campaign that pays tribute to the more than 135 million people who work in the United States and the payroll professionals who support the American system by paying wages, reporting worker earnings and withholding federal employment taxes; and

WHEREAS, payroll professionals in Oconee County play a key role in maintaining Oconee County's economic health, carrying out such diverse tasks as paying into the unemployment insurance system, providing information for child support enforcement and carrying out tax withholding, reporting and depositing; and

WHEREAS, payroll departments collectively spend more than \$15 billion annually complying with a myriad of federal and state wage and tax laws; and

WHEREAS, payroll professionals play an increasingly important role ensuring the economic security of American families by helping to identify noncustodial parents and making sure they comply with their child support mandates; and

WHEREAS, payroll professionals have become increasingly proactive in educating both the business community and the public at large about the payroll tax withholding systems; and

WHEREAS, payroll professionals meet regularly with federal and state tax officials to discuss both improving compliance with government procedures and how compliance can be achieved at less cost to both government and business; and

WHEREAS, the first week of September has been proclaimed **NATIONAL PAYROLL WEEK**;

NOW, THEREFORE, the Oconee County Council and Supervisor-Chair Hughes hereby give additional support to the efforts of the people who work in the payroll profession and particularly the **OCONEE COUNTY HUMAN RESOURCES DEPARTMENT** by proclaiming the first week of September as Oconee County Payroll Week.

OCONEE COUNTY COUNCIL

ORDINANCE NO. 2001-

AN ORDINANCE REORGANIZING THE
OCONEE COUNTY RURAL FIRE COMMISSION
AND REPLACING ORDINANCE NO. 80-8

BY OCONEE COUNTY COUNCIL, in Council duly assembled, with a quorum present and voting, and upon third and final reading as indicated below,

BE IT ORDAINED:

Section 1: Name, Purpose, Effective Date

This Ordinance shall be known, in addition to its number, as "An Ordinance to reorganize the Oconee County Rural Fire Commission", and shall become effective on the 1st day of July, 2001.

The purpose of this Ordinance is to replace Ordinance number 80-8, and to reorganize the Oconee County Rural Fire Commission as a separate and independent Board and Commission, with the duties and authority herein provided.

Section 2: Membership

The membership of the Oconee County Rural Fire Commission shall be seven (7) in number, selected and appointed by a majority vote of the membership of the Oconee County Council voting in Council duly assembled, with one member being selected from each of the five Council Districts in existence. In addition, there shall be two (2) additional members of this Commission, who shall be appointed by the Supervisor of the Oconee County.

Should any member of this Commission move and establish residence outside the County or the District where such Member was residing at the time of the appointment to this Commission, such moving shall constitute a resignation by the Member and a replacement Member shall be appointed to fill the unexpired term of such resigned Member.

Section 3: Term of Members

Each Member shall serve for a term of four (4) years, with the terms of office of the five (5) existing Commission members to remain as set out in Ordinance 80-8. The initial term of one of the new members of the Commission to be appointed by the Supervisor of Oconee County shall serve until December 31, 2001. The other member of

the Commission to be appointed by the Supervisor of Oconee County shall serve until December 31, 2003, and thereafter all Members shall serve for a full four-year terms, or until their successors in office are duly appointed.

If or in the event any member of the Commission shall fail to attend fifty (50%) percent of the regularly scheduled meetings within a period of twelve (12) calendar months, he/she shall be deemed to have resigned his position and may be replaced without notice by action of Oconee County Council. PROVIDED, HOWEVER, if such absences are excused by the Chairman of the Commission, and/or the Supervisor-Chairman of Oconee County Council, then this provision may be waived.

Section 4: Organization, Meetings, Officers

The Oconee County Rural Fire Commission shall meet at least once each month, at a time and place selected by the Membership thereof, excepting that upon vote of a majority of its Members, two (2) meetings per year may be suspended and waived.

At the January meeting of each even-numbered year, there shall be selected a Chairman, a Vice Chairman and a Secretary, together with such other officers as the Commission may deem necessary, and these officers shall serve for a period of two (2) years or until their successors are duly elected and qualified. Vacancies in any such office by reason of death, resignation or replacement shall be filled for the unexpired term of the officer whose position becomes vacant.

In addition, the Commission may duly adopt such By-Laws as may be necessary for the orderly performance of its duties and functions. Any By-Laws which may be adopted by the Commission for the orderly performance of its duties shall comply with the provisions of the general law of the State of South Carolina and this Ordinance, and of all other Ordinances of Oconee County, including but not limited to the Freedom of Information Act.

Section 5: Powers and Duties

The duties of the Oconee County Rural Fire Commission shall be, inter alia, as follows:

- a) To advise Oconee County Council on any matter affecting the operation and activities of the various rural fire departments of the County; to formulate plans and advise upon the operation and maintenance of the rural fire departments and their equipment, personnel and training; to cooperate with state and federal agencies, and agencies of adjoining Counties of our area or region in providing adequate rural fire protection; the operation and coordination of the activities of the various rural fire departments of the County in an overall plan of protection of the citizens of the County in cooperation with the law enforcement and other emergency agencies and departments of county, state or federal government.

The Commission shall submit its advice and counsel in the form of written reports to Council monthly, summarizing the activities, findings and functions of the Commission, together with the agenda for the next meeting, all of which shall be in the hands of the Supervisor of the County or his designee within a reasonable time. In no event, however, shall this Commission enter into any contracts, contractual obligations, employment of personnel, purchase of equipment or expenditures of funds not itemized and authorized in the budget under which it shall operate, without the prior written consent, affirmation and authorization of Oconee County Council. In any event, the power and authority to enter into any contract binding Oconee County is vested with and shall remain in the Supervisor and Oconee County Council and is not herein delegated to this Commission.

- b) To participate in the formulation of the budget and budgetary appropriations affecting the area of concern of this Commission.
- c) To prepare plans and recommendations to Oconee County Council in the area of its activity, with recommendations for the implementation of such plans.
- d) To advise and recommend the employment of County employees to County Council, whose employment is within the area and scope of its activities.
- e) To establish Standard Operating Procedures for the rural fire departments in Oconee County that receive funds from Oconee County or use equipment owned by Oconee County. In establishing the Standard Operating Procedure, the Commission should include a Grievance Procedure which establishes the Commission as the final authority on all issues appealed by a member of a rural fire department or a department itself. If a member of a rural fire department or a department wishes to appeal a decision of the Commission, the appeal shall be to County Council.
- f) To generally advise Oconee County Council on any matter within the scope of its activities, which would tend to improve the efficiency and beneficial operation of the County government in the field of activity with which the Commission is concerned.

Any advice or recommendations to Oconee County Council may be prepared and presented orally by the Chairman of the Commission at a regularly scheduled meeting of Council after due notice for agenda purposes, or in writing forwarded to the Supervisor-Chairman of the Oconee County Council for dissemination to Council members.

Section 6: Salaries and Funding

Each member of the Oconee County Rural Fire Commission shall be paid the sum of one hundred (\$100) dollars per year, plus expenses for out of County travel, as sole

compensation. Any expense item or claim for same shall first be approved by the Chairman of the Commission unless the same is made by the Chairman, and submitted for approval and payment to County Council. In no event shall any Member of the Commission be entitled to any other compensation, direct or indirect, for services on the Commission and such Member shall not provide any services, materials, products, goods or equipment to the County unless the same is sold or offered for sale in accordance with existing County and States purchasing procedures.

DONE AND RATIFIED on First Reading this _____ day of _____, 2001, by a vote of:

_____ : YES

_____ : NO

_____, Clerk

DONE AND RATIFIED on Second Reading this _____ day of _____, 2001, by a vote of:

_____ : YES

_____ : NO

_____, Clerk

DONE AND RATIFIED on a Third and final Reading this _____ day of _____, 2001, by a vote of:

_____ : YES

_____ : NO

Chairman-Supervisor

Attest:

_____, Clerk

Friends Of Lake Keowee Society

1700 good neighbor families working to keep Lake Keowee clean, safe and beautiful.

Phone: (864) 462-FOLKS

www.folksassociationoflakekeowee.com

PO Box 30 Newry, SC 29665

August 2, 2001

Ann H. Hughes, Supervisor-Chair
415 South Pine Street
Walhalla, SC 29691

Dear Ms. Hughes

This letter is to confirm the message that I left you on Monday July 30, 2001. FOLKS would like to recommend William Eberling to serve on the Planning Task force. Mr. William (Bill) Eberling is enthusiastic to serve on the Planning Task Force if confirmed by council. Mr. John Barnes has agreed to be his second/alternate should Bill not to be able to make a particular meeting. They are both well qualified. Bill is past President of FOLKS and John is the founder of FOLKS. They both have experience in planning.

I want to thank you on behalf of FOLKS for the opportunity to recommend someone for this important task force.

Sincerely,



Walker Miller,
President

TO: O'CONNOR COUNTY SUPERVISOR/COUNCIL
FROM: NICKIE L. SATTERFIELD, DEPUTY DIRECTOR PARKS
SUBJ: SPECIAL EVENT TO BE HELD AT SOUTH COVE PARK ON LABOR
DAY - THE LAST BLAST OF SUMMER
DATE: AUGUST 7, 2001

WE RESPECTFULLY REQUEST YOUR CONSIDERATION OF THE ATTACHED
SPECIAL EVENT TO BE HELD AT SOUTH COVE PARK IN APPRECIATION TO THE
MANY FAMILIES IN YOUR DISTRICT AND VISITORS WHO HAVE UTILIZED OUR
PARK FACILITIES THIS SUMMER. THIS IS AN UNBUDGETED ITEM.

DID YOU KNOW SINCE MAY 1, 2001 PARK TRIVIA

8,860	FAMILIES CAMPED AT THE THREE PARKS
203	GROUPS USED THE SHELTERS AND REC BUILDINGS
1,920	BAGS OF ICE WERE SOLD AT SOUTH COVE AND HIGH FALLS
10,344	SODAS WERE SOLD AT ALL THREE PARKS
469	BUNDLES OF FIREWOOD WERE SOLD
1,355	ICE CREAMS WERE SOLD AT HIGH FALLS PARK AND
4,452	CANDY BARS/SNACKS WERE SOLD AT HIGH FALLS

*-Nickie at
35% of those
ice creams*

THE LAST

BLAST

OF

SUMMER

SOUTH COVE COUNTY PARK

LABOR DAY

MONDAY, SEPTEMBER 3, 2001
(Beginning at 3:00 pm)

WORLD FAMOUS BBQ
BY
SMOKEMASTER STEVE

LOCAL ENTERTAINMENT

AND

FIREWORKS
(9:30 PM)

PYROTECHNICO



PROPOSAL

WATER FESTIVAL 2000

SENECA, SOUTH CAROLINA

SEPTEMBER 23, 2000

\$3,500.00 AERIAL DISPLAY PRESENTATION

SPECIAL ENTERTAINMENT PRESENTATION

THIS PRODUCTION INCLUDES:

- All Necessary Insurance's to include: Ten Million Dollar General Liability Insurance, Ten Million in Commercial Transportation Insurance, and State Worker's Compensation.
- Our Trained Technicians to Produce The Display.
- All Transportation and Delivery Costs. Transportation provided by our Commercially Licensed Drivers.
- All Materials and Equipment to Fire the Display.
- All Necessary Safety Precautions to Provide a Safe and Spectacular Display. Assistance with Local and State Fireworks Display Permits.
- A Highly Choreographed Display Design.
- The Widest Variety of Top Quality Shells and Special Effects from around the Globe, that includes our Own American Products.

NEW CASTLE, PA
"Fireworks Capital of America"

P.O. Box 149 • New Castle, PA 15110
TEL: 276-529-5557 • 800-854-4705 • FAX: 412-632-1288

PYROTECHNICO

FIVE INCH SHELLS

- 15 - Multi Color Star Shells
- 10 - Fancy and Color Changing Shells
- 4 - Special Effect Shells
- 3 - Variegated Crackling Shells
- 3 - Pattern Shells

SIX INCH SHELLS

- 3 - Multi Color Star Shells
- 3 - Fancy and Color Changing Shells
- 2 - Special Effect Shells
- 2 - Variegated Crackling Shells
- 2 - Pattern Shells

GRAND FINALE PRESENTATION

- 200 - 3" Assorted Color Star Shells with Titanium Salutes
- 2 - 4" Color Changing Chrysanthemum Shells
- 2 - 5" Two Color Peony Shells
- 1 - 6" Large Spreading Chrysanthemum Shell

PYROTECNICO

AUG 14 2000

P.O. Box 148, New Castle, PA 16103
Day and Evening - 800-854-4703 or 724-832-9555

FIREWORKS DISPLAY CONTRACT

- (1) THIS CONTRACT AND AGREEMENT, for the sale and display of fireworks made and concluded this 9th day of August, AUG 2000, by and between: Pyrotecnico of New Castle, Pennsylvania, and the Water Festival 2000 in Seneca, South Carolina hereinafter referred to as ("Sponsor") The Greater Seneca Chamber of Commerce "Waterfest 2000"
- (2) WITNESSETH for and in consideration of the mutual covenants hereto contained and other valuable consideration in hand paid, receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned, the parties to this contract do mutually and severally agree to perform their several and respective covenants and to guarantee terms, conditions, and payments of this contract.
- (3) Pyrotecnico agrees to sell, furnish, and deliver unto Sponsor fireworks to be exhibited in accordance with programs set forth and agreed upon at the time of the signing of the agreement, attached hereto and incorporated herein.
- (4) Said fireworks to be furnished for display on the following date(s) September 23, 2000 provided the weather permits a display. It being mutually understood and agreed that should inclement weather prevent the presentation of said display on said date(s), a meeting of the parties will be held to discuss the postponement date(s). It is agreed to and understood by the parties hereto that in the event the fireworks have been taken out and set up before the inclement weather and with good weather prevailing, then such exhibition of fireworks must be carried out in the safest possible manner without any deductions whatsoever from the hereinafter named compensation.
- (5) If, due to the occurrence of a contingency as described above, with the aforementioned date(s) it is in Pyrotecnico's reasonable judgment, impossible or impracticable to present the display at the date(s) and time specified, Pyrotecnico and Sponsor will confer with a view towards reaching a mutually satisfactory postponement date. In the event that the mutually satisfactory postponement date is beyond the day following scheduled exhibition and Pyrotecnico personnel and equipment are required to return to their original point of origin, then Sponsor shall be obligated to pay an additional charge for transportation and travel of material and personnel to the display site not to exceed fifteen percent (15%) of the contract price. In the event a mutually satisfactory postponement date cannot be determined, or if once determined, that postponement date must, due to any such contingency, be likewise postponed, then and in such event Sponsor shall have no obligation to pay the remaining balance of the sum to be paid hereunder, and the deposit previously made by Sponsor shall be forthwith returned to Sponsor, less any and all reasonable costs and expenses incurred by Pyrotecnico in anticipation of presenting such display, including, but not limited to, costs associated with set-up and take-down of equipment, and transportation of materials and Pyrotecnico personnel.
- (6) Pyrotecnico agrees to furnish unto Sponsor one or more trained (pyrotechnical) personnel to present the said display. Sponsor agrees to procure and furnish a suitable place to display the said fireworks, and to secure all applicable police, fire local, state and federal government or permits, licenses, and approvals. In the event Pyrotecnico incurs additional costs for securing police or firemen, said costs will be reimbursed to Pyrotecnico by the Sponsor.
- (7) Sponsor agrees to indicate that Pyrotecnico is the organization responsible for exhibiting the fireworks on the said date(s) in all advertisements, billings and public relations materials.
- (8) Sponsor to furnish ample police and fire protection for Pyrotecnico for the protection of its property and the lining of the exhibition without interference from the public.
- (9) Sponsor shall furnish and set up restraining lines pursuant to the instructions supplied by Pyrotecnico and in compliance to all rules, orders, and regulations of the National Fire Protection Association.
- (10) It is further agreed and understood by the parties hereto that the said minimum spectator viewing, parking, dwellings, and fallout area shall be in compliance with the National Fire Protection Agency (NFPA) 1123 code for the outdoor display of fireworks, as amended. Pyrotecnico will not be responsible or pay for any property damage

PYROTECNICO

or personal injuries that occur from non-compliance of said code and its safety distances. Pyrotecnico is not responsible for damages to any property vessels, or vehicles in this area and also any other area where similar damages occur due to wind velocity or changes in wind direction.

(11) Sponsor also agrees to provide adequate security personnel/protection to preclude all individuals other than those authorized by Pyrotecnico from entering the security area. No personal property of any kind, including but not limited to motor vehicles shall be allowed within the "safe zone." Prior to, during, and immediately following the display, Sponsor shall be solely responsible to furnish and set up restraining lines for keeping all persons (except the trained personnel and their designated help) out of the danger area and behind the safety zone lines. Sponsor shall hold Pyrotecnico harmless and indemnify Pyrotecnico from any liability, including claims against certificate of insurance/bond, because of Sponsor's breach of this paragraph.

(12) Sponsor agrees to pay unto Pyrotecnico, the sum of \$3,500.00 for the said fireworks display(s). Payments to be made as follows: (1) fifty (50%) percent at signing of agreement and (2) balance of contract within ten (10) days upon completion of fireworks display. Pennsylvania Clients please add 6% Sales Tax to the contract amount, or please provide exemption. Interest will be charged for any late payment on contract price one and one-half (1 1/2%) percent monthly until final debt has been paid.

(13) All payments shall be made by Draft or Certified Check payable to the order of Pyrotecnico, unless otherwise specified and authorized in writing, and NO CASH shall be paid to agents without written authority. In the event that Sponsor elects to cancel this fireworks display by providing Pyrotecnico written notice by registered mail, of its election to cancel thirty (30) days prior to date of fireworks display, Pyrotecnico shall retain and Sponsor agrees to pay Pyrotecnico a minimum of \$500.00 or 15% of the total contract price, whichever is greater, as liquidated damages for such cancellation. In the event that Sponsor fails to provide Pyrotecnico with notice by registered mail of election to cancel, thirty (30) days prior to the fireworks display, Pyrotecnico shall retain \$1,000.00 or 25% of the total contract price, whichever is greater, as liquidated damages.

(14) In the event of fire, strikes, delay, flood, Acts of God, or other causes beyond control of Pyrotecnico, which prevent the delivery of said materials, the parties hereto release each other from any and all performances of the covenants herein contained and from damages resulting from the breach thereof.

(15) Sponsor shall indemnify Pyrotecnico against any and all liability to any person or persons for or by reason of any condition which is the responsibility of Sponsor in connection with the exhibition, and against any and all liability to any person or persons by any act or omission of Sponsor or any of its agents, servants or employees. Pyrotecnico agrees to mutually indemnify Sponsor for same, including any claims from whatever they do or fail to do.

(16) Regardless of place of contracting, performance or otherwise, it is hereby stipulated that this agreement is to be construed and governed by the laws of Pennsylvania.

(17) This agreement shall not be modified or rescinded except by written instrument signed by authorized representative of Sponsor and Pyrotecnico.

(18) This contract shall not be construed to create a partnership between the parties or persons mentioned herein.

(19) IN WITNESS WHEREOF, we set our hands and seals to this agreement in duplicate the day and year first above written.

SPONSOR:


Cindy Swafford
Executive Chair

PYROTECNICO

By 

ATTTEST:

By 

ATTTEST:

By 

FAX

Classic Fireworks

August 3, 2000

Pages: 3

Cindy Swafford

The Greater Seneca Chamber of Commerce
864-888-2262

Dear Cindy,

Enclosed please find three programs of spectacular pyrotechnics for your consideration. As you can see, these programs are packed with a great variety of colorful pyrotechnics and special effects which will entertain your audience in an exciting way.

Full insurance coverage of \$5,000,000 is included in all of our productions. The City of Seneca and other involved parties can be named as additional insureds on our certificate at no additional charge. Also included is the DOT mandated \$5,000,000 transportation insurance coverage.

If you have any questions, please do not hesitate to e-mail or call me.

Sincerely,



Kenneth E. Manis
Vice President

Phone - 800-783-2513
FAX - 504-893-1215
e-mail - Ken@classicfireworks.com

OCONEE COUNTY COUNCIL
ORDINANCE 2001-

AN ORDINANCE TO REGULATE SOLICITATION ON
HIGHWAY RIGHT OF WAY AND MEDIANS

Section 1: Purpose:

1.1 The purpose of this ordinance is to prevent danger to persons and property, to prevent delays, and to avoid interference with the traffic flow. Intersections that have center medians often are designed to deal with specific traffic flow problems. Any delay or distractions may interfere with traffic planning. Persons standing near intersections and near traffic lights to contact drivers or passengers in vehicles that are passing or that are temporary stopped due to traffic lights, may interfere with said traffic planning.

Section 2: Scope:

2.1 This ordinance shall apply to all County, State and Federal roadways located within the unincorporated areas of Oconee County, South Carolina.

Section 3: Definition:

3.1 As use in this ordinance the following terms shall have the following meaning, unless the context indicates a different meaning is intended.

3.2 Center Median: Any area in the middle of any street, road or highway, designed to provide a barrier to keep traffic on one side of the street from going onto the other side of the street. A center median may be a raised concrete strip or a grass strip.

3.3 Highway: Any paved or gravel road that is maintained by any County, State or Federal Agency.

Section 4: Prohibitions:

4.1 No person shall stand or stay on any center median, for the purpose of soliciting contributions of any kind for an organization. No person shall stand or stay on the center median strip for the purpose of selling, offering for sale, or advertising any product, property, or service.

4.2 Center medians shall only be used by people on foot for one of the following purposes.

4.2.1 To deal with an emergency situation.

4.2.2 A pedestrian crossing a street or highway may remain on the center median until it is safe to proceed.

4.2.3 No person shall stand within the right of way on the side of any street, highway or road for the purposes of soliciting contributions of any kind for an organization. No person shall stand on the right of way, at the side of any street, road, or highway for the purpose of selling, offering to sell, or advertising any product, property or service.

Section 5: Severability:

The provisions of this ordinance are severable. If any provision or the application thereof to any person or circumstances is held to be invalid, such invalidity shall not affect the provisions or applications of this ordinance which shall be given effect without the invalid provision or application.

Section 6: Penalty:

Any person, firm or corporation violating any provisions of this ordinance shall be fined up to five hundred (\$500.00) dollars for each offense. Any person violating any provision of this ordinance may, in addition to a fine or in a lieu of a fine be imprisoned for not more than thirty (30) days.

Section 7: Time Affective:

This ordinance shall take effect upon the approval of County Council.

APPROVED on FIRST READING this _____ day of _____, 2001, by a vote of:

_____ YES

_____ NO

OPAL O. GREEN, CLERK

APPROVED on SECOND READING this _____ day of _____, 2001, by a vote of:

_____ YES

_____ NO

OPAL O. GREEN, CLERK

APPROVED on THIRD READING this _____ day of _____, 2001, by a
vote of:

_____ YES

_____ NO

ANN HUGHES
Supervisor-Chairman
Oconee County Council

Attest:

OPAL O. GREEN, CLERK

OCONEE COUNTY COUNCIL

ORDINANCE NUMBER 2001-

AN ORDINANCE TO DEFINE, REGULATE AND CONTROL THE DISPOSAL AND DUMPING OF GARBAGE, REFUSE AND OTHER TRASH IN THE UNINCORPORATED AREAS OF OCONEE COUNTY, SOUTH CAROLINA, TO PROVIDE PENALTIES FOR VIOLATIONS OF THIS ORDINANCE AND TO REPEAL ORDINANCE NUMBER 80-12, DATED NOVEMBER 18, 1980

SECTION 1: AUTHORITY

1.1: Pursuant to the authority contained in Section 44-96-10, et seq, of the Code of Laws of South Carolina, 1976, as amended, and for the public health, welfare and safety of the citizens of Oconee County, the County Council of Oconee County hereby establishes a solid waste collection and disposal system.

SECTION 2: RESPONSIBILITY

2.1: Duties and Responsibilities

2.1.1: Solid Waste, to include recycled materials, generated in or transported within Oconee County, shall be collected, transported and disposed of in accordance with this ordinance and the applicable laws of the State of South Carolina and appropriate rules and regulations of agencies of the State of South Carolina.

2.1.2: A Department of Solid Waste Management is hereby established for the purpose of supervising and managing the solid waste operation of Oconee County. This department shall be under the general supervision of the Oconee County Supervisor, who

shall have the authority to employ a Solid Waste Director and such other employees as the County Supervisor may authorize.

2.1.3: The Solid Waste Director shall have the direct responsibility for the management and supervision of solid waste operations to include: operations, maintenance and supply of equipment; supervision of personnel assigned to the solid waste department to include the manned convenience centers, materials recovery facilities/mulching operations, transfer station, C&D Landfill, and office personnel; coordination of solid waste disposal operations of municipalities of Oconee County in coordination with agents and officials of departments of the State of South Carolina; the development and execution of a public relations program; enforcing the provisions of this ordinance, and such other duties as may be prescribed by the County Supervisor. The Solid Waste Director shall have direct responsibility for the management and supervision of recycling to include: operations; maintenance and supply of recycling equipment, to include collection containers; control and routing of collection vehicles; coordination of recycling activities with municipalities of Oconee County; coordination of personnel assigned to the department; coordination of the agents and officials of the departments of the State of South Carolina; the development and execution of a public relations/education program; enforcement of the provisions of this ordinance; and such other duties as may be prescribed by the County Supervisor.

2.1.4: The County Council may enter into agreements with municipalities of Oconee County and with private agencies for the disposal of solid waste in county operated facilities to include recycling centers. Such agreements shall be in accordance with the rules and regulations of the State Department of Health and Environmental

Control, and they shall insure that Oconee County is not held responsible for accidents or injuries to personnel or for damage to equipment of such municipality or private entity. The municipalities shall be encouraged to engage in an aggressive recycling program to help reduce the amount of waste being delivered to the county transfer station and to the C&D Landfill. Documentation of recycling efforts shall be provided to the solid waste office annually.

2.1.5: Solid Waste Commission is hereby created to assist the Department of Solid Waste Management and to establish Solid Waste Disposal Fees as set forth in this Ordinance. The Solid Waste Commission shall consist of five (5) members to be appointed from the five (5) Council districts. Each Council member shall appoint one Commission member from his/her Council District. Each appointment shall be approved by a majority vote of County Council.

SECTION 3: MANAGEMENT OF DISPOSAL FACILITIES

3.1: No person shall throw, drop or deposit, or cause to be thrown, dropped or deposited on any premises or vacant property in Oconee County any waste, including, but not limited to, garbage, ashes, rubbish, building rubbish, dead animals, putrescible matter and anything injurious to health, provided, however, that this provision shall not apply to the filling in or grading of property with earth, mud, ashes and similar material.

3.1.2: Solid waste, including recyclable materials, shall be deposited only in solid waste facilities and convenience centers owned and operated by Oconee County during posted operational hours, and privately owned and licensed landfills or other licensed disposal facilities. Violators shall be prosecuted.

3.2: Authorized Users

3.2.1: Individual citizens of Oconee County disposing of household waste, licensed collectors, municipalities and commercial and industrial establishments may dispose of solid waste in county owned facilities in accordance with this ordinance and applicable state laws.

3.2.2: It shall be unlawful for any person, business, or agency not a resident of Oconee County to utilize any solid waste facility owned and/or operated by Oconee County for the purpose of the disposing of waste generated outside of Oconee County. No waste covered by this ordinance shall be moved in any manner into Oconee County from any area outside of Oconee County.

Committee
3.2.3: It shall be unlawful for any businesses, licensed collectors, municipalities, and/or commercial and industrial establishments to dispose of solid waste in convenience centers in Oconee County. *Just = trash walk on private*

3.2.4: It shall be unlawful for any person to set fire to or burn any papers, trash or garbage deposited in any solid waste facility operated in Oconee County.

3.2.5: It shall be unlawful for any person, business or agency to deposit in any solid waste facility in Oconee County any dangerous materials or substances considered hazardous, including, but not limited to, poisons, acids, caustics, infected materials, smoldering ashes or burning material, and/or explosives, unless such disposal is authorized by the South Carolina Department of Health and Environmental Control.

3.2.6: Large bulky items, household furniture and appliances are to be deposited in designated containers at the convenience centers and the Oconee County C&D Landfill. Lumber and building material residue are to be deposited at the Oconee County C&D Landfill. Grass clippings, limbs and leaves are to be deposited at the County

materials recovery facility. Dead animals may be deposited at the County C&D Landfill in accordance with the instructions of the Solid Waste Director.

3.2.8: No vehicle which transports waste materials (ie solid waste, building materials, brush and limbs, etc.) may be driven or moved on state highways or county roads unless the waste material is secured by means of a covering which is fastened securely so as to prevent any of its load from dropping, shifting, leaking or otherwise escaping from the vehicle.

3.3: Disposal Site Operations

3.3.1: All solid waste facilities and disposal activities are subject to provisions of this ordinance and rules and regulations with the South Carolina Department of Health and Environmental Control.

3.4: Waste Sludge Disposal

3.4.1: No sludge from any source may be deposited in any of Oconee County's solid waste facilities.

SECTION 4: LICENSING OF COMMERCIAL COLLECTORS

4.1: No commercial collector of either domestic or industrial waste will operate a collection route or use the C&D Landfill, transfer station or the recovery facilities/mulching operations in Oconee County until and unless such collector is licensed by Oconee County under the following conditions:

- (a) There shall be an annual license fee of \$100.00 for collectors of industrial or commercial waste; and
- (b) There shall be an annual license fee of \$40.00 for collectors of domestic waste.

Such license fees shall be prorated on a monthly basis so that the applicant shall pay only that prorated portion of the annual fee that shall be applicable for the months which include and follow the license purchase date. All license fees shall be valid from July 1st through June 30th of each fiscal year. A decal for each vehicle or trailer must be purchased annually to use the C&D Landfill and the county transfer station. The cost of a decal shall be \$5.00.

SECTION 5: SOLID WASTE DISPOSAL FEES/DEFINITIONS

5.1: The following fees shall take affect on _____ Rates may increase as deemed necessary upon recommendation of the Solid Waste Commission and approval by the Oconee County Council.

5.2: Commercial Waste: \$35.00 per ton

Residential, Industrial, Commercial waste (other than C&D waste) that is brought to the county transfer station by a commercial or private hauler (or private business) which charges a fee for transportation/disposal of solid waste. This will apply to all commercial waste hauled by municipalities.

5.3: Residential Waste: No charge.

Any household waste that is brought to the manned convenience centers or the transfer station by an individual or by a municipality.

5.4: Construction and Demolition Waste: (business): \$25.00 per ton - This includes any construction and demolition waste brought in by private haulers or businesses. This also applies to land clearing debris.

5.5: Construction and Demolition Waste: (residential): No charge.

Do not charge residential waste

Construction and demolition waste, furniture and land clearing debris brought in by an individual and/or municipality.

5.6: Brush, limbs, leaves, grass, and shrub clippings (there will be no charge for individuals bringing in brush, limbs, leaves, grass and shrub clippings from a residence). The fee for a business shall be \$25.00 per ton.

SECTION 6: LITTERING

6.1: No person shall dump, throw, drop, deposit, discard, or otherwise dispose of litter or other solid waste upon any public or private property or in the waters of Deacon County from a vehicle or otherwise.

6.2: No person shall operate on any highway any vehicle with any load unless such load and any covering thereon is securely fastened so as to prevent it from becoming loose.

6.3: The loader of the vehicle and the driver of the vehicle must sweep or otherwise remove any loose material from exterior portions of the vehicle before it is moved on a public highway.

6.4: No vehicle may be driven or moved on any public highway unless the vehicle is so constructed or loaded so as to prevent any of its load from dropping, shifting, leaking or escaping from the vehicle.

6.5: No vehicle which transports litter may be driven or moved on any highway unless the litter is secured by means of a covering that is secured.

6.6: This ordinance shall incorporate any and all State laws concerning littering.

SECTION 7: PENALTIES

7.1: Any person, firm or corporation violating any provisions of this ordinance shall be guilty of a misdemeanor. If convicted of disposing of solid waste in an amount of five (5 lbs.) pounds or less in weight or nine (9) cubic feet in volume, the offender shall pay a fine of two hundred fifty (\$250.00), no part of which may be suspended, or be imprisoned for a term of thirty (30) days, or both. If convicted of disposing of solid waste in an amount in excess of five (5 lbs.) pounds in weight or in excess of nine (9) cubic feet in volume, the offender shall pay a fine of \$500.00, no part of which may be suspended, or be imprisoned for a term of thirty (30) days, or both. For purposes of the enforcement of this subsection, each item illegally disposed of so as to constitute a violation of this subsection shall be considered a separate offense for the purposes of imposing sentence upon the offender in addition to the fines and sentences set forth above;

7.2: In addition to the penalties set forth above, any person who violates provisions of this section may be ordered by the Court:

(a) To remove or render harmless the litter dumped in violation of this subsection; or

(b) To repair or restore property damaged by or pay for damages arising out of the dumping of litter in violation of this section.

7.3: The responsibility for the removal of litter from property or receptacles falls upon the property owner if there is no conviction under this section once the legal process is completed.

SECTION 8: TIME EFFECTIVE

This ordinance shall take effect upon its approval by County Council and shall repeal Ordinance 80-12, dated November 18, 1980.

Fire Programs proudly introduces Mapping!



MAPPING can show you where any past fire occurred so you can plan for the future. It shows you the fastest response route... zoom in and out from 500' view down to a street corner. pinpoint the closest hydrant or look for water sources to draft from. Turn reports to diagrams where your fire scenes or other incidents are concentrated. Its uses are limited only by your imagination. MAPPING is easy to use... and best of all, it has been included in FirePrograms software at no additional charge.

Upgrade your software program to your preferred platform or resolution.



— You can't make any changes to the software now.

Windows Version 5.0, certified by FEMA, is now shipping!

Review your budget. Most upgrades require a new computer, new cables or both.



Take Control!

Get started today by calling us today at (800) 327-SOFT (7638) to receive your free FirePrograms™ evaluation software...





What do some of our users have to say about FirePrograms?

"We are pleased with FirePrograms' willingness to meet the customer's needs. And, as hard as we have tried, we cannot break the software!"

Ray Able
Disney World, FL

"Quality programs for the Fire Service at a modest price."

Professor Harold Meach, Retired Director
Oklahoma State University Fire Service Programs

"FirePrograms is very functional and can capture all aspects of Fire Department Management. Being Windows based makes it recognizable and user friendly."

Mark Wilson
Lebanon Fire Department, OR

"FirePrograms has eliminated a lot of manual data collection with the built-in program reports. Their support staff seems eager to help with any problem that we have."

Ted Williams
Weaver's Fire Department, ND

"FirePrograms is the easiest Fire Report Program I have used. Overall, it is great. It helps to reduce our time spent doing fire reports and training."

Chief Randy Feller
Smith Valley Fire Department, MT

"FirePrograms is very good. It has helped to ease the transition during our recent merge. The incident reporting module has made most of our filing cabinets (including personal files) obsolete."

Lance Wilmann
Shelton Fire Department, NY

**#1 Fire Service Software
Since 1981**

Scaleable Connectivity Solutions



Station
Management



Fire
Management



Connectivity



FirePrograms software solutions are scalable to allow users. The software is available in various configurations to fit any department without compromising functionality. FirePrograms gives you all of the tools to manage your department and to help you to protect the life risks in your fire service area.

FirePrograms Scalable solutions include:

- Single user systems designed to operate on one stand-alone computer.
- Remote communication systems to allow a computer at a substation or at your home to communicate with the computer in your main station.
- Multi-user Network systems to enable an unlimited number of users to work together on a local area network.
- Client-Server systems to provide speed and data integrity on large local area networks and wide area networks.
- Remote Access Server systems in conjunction with the Client-Server systems to provide you with a secure connection for wide area.
- Internet/Intranet systems to access your FirePrograms system using a standard web browser via any Internet/Intranet connection.
- FirePrograms SQL and ODBC compliant database engine provides you with industry standard access to your database.

August 1, 2001

Letter to County Council

This is a request for County Council and Oconee Memorial Hospital to STOP the Lila Doyle expansion project. [This project appears to be illegal under the U.S. Supreme Court Olmstead decision of June 1999, which requires offering community placement for the elderly and disabled in less restrictive settings.] Institutionalization is considered discrimination where an alternative placement in home or community surroundings is not offered. To be offered, such a setting must be available and non-institutional placement is rarely available in Oconee County.

In light of the law it is unreasonable for the county to proceed increasing institutional beds where the council has yet to consider the pros and cons of this project. The public deserves a report describing the effect of this expansion on county citizens and taxpayers *before construction*.

The Lila Doyle expansion project conflicts with President Bush's New Freedom Initiative announced February 2, 2001, which promotes full access to community life in accordance with the Olmstead decision. On that day the President signed an executive order directing federal agencies to coordinate research and pilot programs to make public health agencies more accountable under this law through outcome measures.

Question: What are the Lila Doyle project's outcome measures?

The Lila Doyle expansion project conflicts with Governor Hodges executive order 2000-26, issued November, 2000, establishing a task force to develop a comprehensive working plan for integrative community living of healthcare recipients as recommended under Olmstead. The draft of the Task Force plan was printed July 2, 2001, a public hearing held July 18, with publication of the final plan due in September, 2001.

Question: How does the Lila Doyle project compare with the state's recommendations in the Task Force plan?



Susie Cornelius
Wahalla, SC

944-6133-Dag

718-9085-IVERMANSO