

**MEMBERS, OCONEE COUNTY COUNCIL**

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

**MINUTES, OCONEE COUNTY COUNCIL MEETING**

The Oconee County Council met Tuesday, September 21, 2001 at 3:00 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: Dick Mangrum – WGOG, Dave Williams – Anderson Independent & Ashton Hester – Keowee Courier.

**Call to Order:**

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

**Invocation:**

Mr. Ables gave the invocation.

**Pledge of Allegiance:**

Mr. Lyles lead in the Pledge of Allegiance to the United States flag.

**Minutes:**

Mr. Lyles made a motion, seconded by Mr. Johns that the minutes of the regular meeting held August 21, 2001 and the minutes of the special meeting held July 30, 2001 be adopted as printed.

**Congratulatory Note:**

Senator David Thomas, Chairman, Palmetto Pride congratulated Oconee County on its recycling program and KORA on their efforts to keep Oconee County clean along with their educational program.

# OCCONEE COUNTY FINANCE DEPARTMENT

## MEMORANDUM

**TO:** Opat Green  
**CC:** Phyllis E. Lombard, Finance Director  
Ann H. Hughes, Supervisor-Chair  
Melissa Brown, Budget and Grant Supervisor  
Oconee County Council Members  
**FROM:** Linda Shugart  
**DATE:** September 6, 2001  
**SUBJECT:** Volunteer Fire Assistance Program

We have received notification that four of our Rural Fire Departments have received matching federal funds. The US Forest Service provides the funding and the program is administered in South Carolina by the Forestry Commission. The purpose of the program is to assist the most needy fire departments based on criteria like, ISO rating, budget and budget source. All grants are awarded on a 50-50 matching funds basis. County Council had previously approved the grant application, and provided for the match from contingency at the May 15, 2001, County Council meeting.

Award funding:	Grant Amount	County Match
Mountain Rest Dept	\$800.00	\$800.00
South Union Dept	\$700.00	\$700.00
Cleveland Fire Dept	\$1,000.00	\$1,000.00
Salem Fire Dept	\$1,500.00	\$1,500.00
Total Award Amount:	\$4,000.00	\$4,000.00

Please place the attached items on the September 11, 2001 Oconee County Council meeting agenda. Should you need additional information, please do not hesitate to call me.

LINDA SHUGART, GRANTS COORDINATOR



## SOUTH CAROLINA FORESTRY COMMISSION

Bob Schwaiber, State Forester

P. O. Box 21707, Columbia, SC 29221

August 3, 2001

Mountain Rest Fire Dept  
PO Box 27  
Mountain Rest SC 29664-0027

Dear Sir:

The S. C. Forestry Commission has received authorization to distribute matching federal funds to fire departments in South Carolina under the Volunteer Fire Assistance Program, Title II. Thank you for your patience and cooperation.

\$800.00 has been approved for your fire department, which will have to be matched by paid expenditures from your funds. Please remember grant is for fire fighting supplies and equipment; not for buildings, vehicles, and items that cost more than \$5000 each. Get best prices available and keep records. Items cannot be sold, traded, or disposed of until depreciated to scrap.

Enclosed are four forms which must be completed and signed by your chairman, mayor, or county administrator. Please return the originals, along with paid invoices, to this office by **September 25, 2001**. **INVOICES MUST SHOW THE CHECK NUMBER BY WHICH PAYMENT WAS MADE.** You must submit invoices for at least two times the amount of the grant, and you are encouraged to submit additional invoices in excess of the required amount in case there are additional funds we can allocate to your fire department.

Your assistance in fire protection is appreciated, and we're pleased to provide this grant. Here's a checklist of paperwork needed in order to receive the money:

1. VFA Form 3 - Request For Reimbursement Form- signed by chairman, not by chief.
2. VFA Form 4 - Auditable Records Form- signed.
3. Paid Invoices- showing items were paid for since Oct. 1, 2000.
4. Form AD - 1048 - Certification Regarding Debarment, etc.
5. Form W-9 - Request for Taxpayer ID# and Certification- Enter fire department name as "Business Name," address, "Employer Federal ID#," and sign form. Payment cannot be processed without this form.

Sincerely,

W. Larry Barr  
VFA Grant Coordinator  
Fire Management Section

Enclosures



## SOUTH CAROLINA FORESTRY COMMISSION

Bob Schowalter, State Forester

P. O. Box 21707, Columbia, SC 29221

August 3, 2001

South Union Fire Dept  
115 Champion Dr  
Fair Play SC 29643

Dear Sir:

The S. C. Forestry Commission has received authorization to distribute matching federal funds to fire departments in South Carolina under the Volunteer Fire Assistance Program, Title II. Thank you for your patience and cooperation.

\$700.00 has been approved for your fire department, which will have to be matched by paid expenditures from your funds. Please remember grant is for fire fighting supplies and equipment; not for buildings, vehicles, and items that cost more than \$5000 each. Get best prices available and keep records. Items cannot be sold, traded, or disposed of until depreciated to scrap.

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Sincerely,

W. Larry Barr  
VFA Grant Coordinator  
Fire Management Section

Enclosures



## SOUTH CAROLINA FORESTRY COMMISSION

Bob Schowalter, State Forester

P. O. Box 21707, Columbia, SC 29221

August 3, 2001

Cleveland Rural Fire Dept  
142 Collias Road  
Westminster SC 29693

Dear Sir:

The S. C. Forestry Commission has received authorization to distribute matching federal funds to fire departments in South Carolina under the Volunteer Fire Assistance Program, Title II. Thank you for your patience and cooperation.

\$1,000.00 has been approved for your fire department, which will have to be matched by paid expenditures from your funds. Please remember grant is for fire fighting supplies and equipment; not for buildings, vehicles, and items that cost more than \$5000 each. Get best prices available and keep records. Items cannot be sold, traded, or disposed of until depreciated to scrap.

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Sincerely,

W. Larry Barr  
VFA Grant Coordinator  
Fire Management Section

Enclosures

P.O. Box 21707, Columbia, SC 29221

August 3, 2001

Salem Fire Dept.  
PO Box 21  
Salem SC 29676

Dear Sir:

The S. C. Forestry Commission has received authorization to distribute matching federal funds to fire departments in South Carolina under the Volunteer Fire Assistance Program, Title II. Thank you for your patience and cooperation.

\$1,500.00 has been approved for your fire department, which will have to be matched by paid expenditures from your funds. Please remember grant is for fire fighting supplies and equipment; not for buildings, vehicles, and items that cost more than \$5000 each. Get best prices available and keep records. Items cannot be sold, traded, or disposed of until depreciated to scrap.

Enclosed are four forms which must be completed and signed by your chairman, mayor, or county administrator. Please return the originals, along with paid invoices, to this office by September 25, 2001. INVOICES MUST SHOW THE CHECK NUMBER BY WHICH PAYMENT WAS MADE. You must submit invoices for at least two times the amount of the grant, and you are encouraged to submit additional invoices in excess of the required amount in case there are additional funds we can allocate to your fire department.

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Sincerely,



W. Larry Barr  
VFA Grant Coordinator  
Fire Management Section

Enclosures





BID NO. 01-08  
(Use this number on envelopes and  
all related correspondence.)

REVISED

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

The Oconee Employment Co 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 75 HP tractor and rotary  
mower for the Oconee County Road.

BASE BID	\$43750 <sup>00</sup>
S.C. Sales Tax (5%)	300
TOTAL Bid Price	\$43950 <sup>00</sup>
Alternate #1 - Deduct for Manual Transmission	\$-3575.00

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 are  
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 30-45 Days

The undersigned, having fully familiarized himself with the information contained within this entire bid notice and  
applicable documents, submits this bid and other applicable information in 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  
concertion with any corporation, firm or person submitting a bid for the same materials, supplies or



equipment, and in all respects, for 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.

Proton Implement Co  
Company name as registered with  
the IRS

J.M. England Jr  
Authorized Signature

P.O. Box  
Correspondence Address

J.M. ENGLAND  
Printed Name

Northminster, SC  
City, State, Zip

PIES  
Title

Aug 28  
Date

804 647 7656  
Telephone Number

Fax Number 804 647 6770

P.O. Box  
Remittance Address

Northminster, SC  
City, State, Zip

804 647 7656  
Telephone Number

Toll-Free Number if available

57 070 8067  
Federal Tax ID Number

37 067 775  
SC Sales and Use Tax Number

BID NO. 81-88  
(Use this number on envelopes and  
all related correspondence.)

REVISED

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

The Powell Bros. Tractor Co., 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 75 HP tractor and rotary mower for the Oconee County Road.

BASE BID	\$ <u>41324.00</u>
S. C. Sales Tax (5%)	<u>2066.20</u>
TOTAL Bid Price	\$ <u>43390.20</u>
Alternate #1 - Deduct for Manual Transmission	\$ <u>1500.00</u>

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 are 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: 90 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 verify that this bid is made without prior understanding, agreement, or consultation 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.

Powell Brothers Tractor + Equip. Co. Inc.

Company name as registered with  
the IRS

M Powell  
Authorized Signature

P.O. Box 1095

Correspondence Address

Pete Powell  
Printed Name

Seneca SC 29679

City, State, Zip

V.P.  
Title

8-28-01

Date

864-882-4077

Telephone Number

864-882-3197

Fax Number

PO Box 1095

Remittance Address

Seneca, SC 29679

City, State, Zip

864-882-4077

Telephone Number

800-842-1631

Toll-Free Number if available

57-0532203

Federal Tax ID Number

37 042280

SC Sales and Use Tax Number

03

# OCONEE COUNTY COMMUNICATIONS

## SHERIFF-POLICE-FIRE-HAZMAT-RESCUE-EMERGENCY ALERT

300 S. Church Street  
Walhalla, South Carolina 29691

*Jamie Singleton*  
*Sheriff*

*Emergency Call - 9-1-1*  
*Office - (867) 213-7378*  
*Dispatch - (29 hrs) (867) 638 4111*  
*Fax - (867) 638 4116*

*Steve Lovitt*  
*Chief Deputy*

*Bailley, Address*  
*111 S. Pine Street*

**John A. Murray - C.P.E.**  
Director of Communications/911

*Craigton Hickey*  
*Chief Dispatcher*

September 5, 2001

Ms. Opal Green  
County Council Clerk  
300 S. Pine Street  
Walhalla, SC 29691

Dear Ms. Green:

The Public Safety Voice Network Contract was awarded on June 26, 2000 after a competitive procurement. This contract was a five phase technical project for the improvement of all countywide public safety communications. The first phase was the only phase that was originally funded and there were preliminary cost estimates thru Phase III. The contract was awarded on a three-year basis with additional phases to be negotiated depending on the availability of future funding and the performance of the contractor. The original estimate of the contract thru part of Phase III was \$107,134.65. Subsequently, additional funds were needed for the balance of Phase III and IV plus some other specialty items that brought the total contract price to \$219,363.74.

Part of the original estimates were not fully funded. Additional funds were needed to complete the project. The total amount of money approved for this year is \$121,515.00, of which \$81,282.00 was approved June 5 for FY2001-2002 in the Communications budget and \$40,233.00 in the Fire Marshall's budget. This approved funding will complete the project.

The existing vendor, Gurby Communications of Toccoa, Georgia has performed outstanding work to date. He has incurred numerous delays caused by lease negotiations for sites and FCC licensing. In fact, the final licensing that we require has been validated by telephone conversation from the FCC but the actual license has not been received as of the date of this letter. It is my recommendation that because of the commitment and satisfactory work of the existing contractor and the special engineering requirements of this contract that has been performed to date this contract be continued with Gurby Communications. Phase I is complete and Phase II partially completed. We are issuing a task order for Phase II and Phase III, which would be completed in 120 days from the issue of purchase order. A task order for Phase IV will be issued sometime during early December for completion by March 2002.

*Johnson - F. K.*  
*Hamilton - O. K.*  
*Higley - O. K.*  
*Miller - not shared*  
*from as of 10/1/00*  
*O. K.*

I will be attending the meeting with the Director of Procurement on September 11.  
Enclosed is a spreadsheet of the costs for the project. If any additional information is  
needed, please contact me.

Sincerely,  
  
John A. Murray, Director  
Deane County Communications/911  
JAM/cbm  
Enclosure

cc: Sheriff James Singleton  
Marianne Dillard, Procurement  
Tim Hall, County Council  
Kenny Johns, County Council

2010 SAFETY VOTER NETWORK

Additional Buildings	Standard Modifications	Modification Sheriff's Repetitor	Increased Costs for Parts	Cable Trays for Police for Safety Sources	Secure Site Security Sys. & Command Control Linkage	2nd Sheriff's Channeling 2nd Cluster Voter Network	TOTAL
\$ 14,400.00	\$ 2,070.00	\$ 1,700.00	\$ 2,818.55				\$ 53,876.55
					\$ 9,732.00	\$ 18,974.00	\$ 31,847.62
							\$ 27,239.00
						\$ 47,700.00	\$ 47,700.00
							\$ 204,580.74
							\$ 15,000.00
\$ 14,400.00	\$ 2,070.00	\$ 1,700.00	\$ 7,938.08	\$ 3,251.01	\$ 9,732.00	\$ 72,850.00	\$ 219,989.74

Items Budget \$67,282.00. Fire Marshall \$40,233.00.



CARL L. MEYERS MAYOR  
MRS. EVELYN ROBINSON CLERK/TREAS  
W. E. HENRY COM. AT LARGE  
WILLIAM E. HALL COM. ADMIN. SERV. UN.  
THOMAS BROOK JR. COM.  
JAMES E. SMITH COM. CHIEF  
HENRY BLACK COM.

# TOWN OF HONEA PATH

20 NORTH MAIN STREET

HONEA PATH,

SOUTH CAROLINA 29554



RECEIVED  
J. R. "BOBBY" HARRIS  
MARIE J. LEE, CLK.  
CARROLL ALLEN  
JERRY TAYLOR  
GARY L. PROBYER  
TOWN MANAGER

August 21, 2001

RECEIVED

AUG 23 2001

DOUGLASS COUNTY  
PURCHASING DEPT

Ms. Marianne Dillard  
Procurement Director  
415 South Pine St.  
Walhalla, S.C. 24691

Dear Ms. Dillard:

Please know that we are very interested in the Fuelmaster management system your county once used. We are a small town on the Anderson-Abbeville line. Our municipal boundary is small and we believe this system would serve our needs. If I understand correctly, this system is now surplus property. We would be very eager to take this system and put it to good use. We have little money in our new budget even after our tax increase so we would be unable to pay for it but we could get it and free up your space. We hope your council will consider our request. Thank you.

*Earl L. Meyers*  
Sincerely,  
Earl Lollis Meyers  
Mayor

ELM/db

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

PROCLAMATION  
OCONEE COUNTY INDUSTRY APPRECIATION WEEK  
SEPTEMBER 17-21, 2001

- WHEREAS,** Industry in Oconee County produces a wide variety of products and services recognized the world over;
- WHEREAS,** Oconee County's existing businesses export products worldwide;
- WHEREAS,** The people of Oconee County represent a diverse workforce, manufacturing world class products; and
- WHEREAS,** Oconee County is part of an international community of companies with locations around the world;

**Now, Therefore,** The Supervisor and Members of the Oconee County Council do hereby this 18<sup>th</sup> day of September, 2001 proclaim the week of September 17 – 21, 2001 as **INDUSTRY APPRECIATION WEEK** and urge all residents to salute our industries and their employees for their many contributions to our community.

Signed:

- Ann H. Hughes, Supervisor-Chair
- Tim O. Hall III, Council Member, District I
- Kenneth E. Johns, Jr., Council Member, District II
- Harry R. Hamilton, Council Member, District III
- Marion E. Lyles, Council Member, District IV
- H. Frank Ables, Jr., Council Member, District V

*New Business*



*Grant award*

# State of South Carolina

Office of the Governor

Jim Hodges  
governor

Post Office Box 1829  
COLUMBIA 29211

September 17, 2001

Ms. Ann H. Hughes, County Supervisor  
County of Oconee  
415 S. Pine Street  
Walhalla, South Carolina 29691-2278

Dear Ms. Hughes:

I am pleased to announce that you will be receiving a grant award under the State and Community Highway Safety Program for your project, entitled "Traffic Enforcement Program," in the amount of \$227,939. The South Carolina Department of Public Safety will provide additional information to you about this award.

This grant provides funds in an area of vital concern to me. We look forward to working with you on the implementation of this grant.

Sincerely,

*Jim Hodges*

Jim Hodges

✓  
✓

August 27, 2001

Ms. Elizabeth Mabry, Executive Director  
SC Department of Transportation  
P. O. Box 191  
Columbia, SC 29202

RE: Guardrails in Medians Along I-85

Dear Ms. Mabry:

With recent tragedies that have occurred on I-85 in the upstate it seems that cross over accidents are becoming more frequent in South Carolina. Therefore, the Oconee County Council respectfully requests that, in an effort to prevent tragedies such as the accident that took the life of a Clemson University student, the SC Department of Transportation expedite the pacing of guardrails in the medians along I-85 in the upstate.

Please be assured that the Oconee County Council Members will be more than happy to contact the SC Legislative Delegation to urge additional funding for these guardrails if the Department of Transportation deems it appropriate.

Therefore, we would appreciate your contacting our office at your earliest convenience to make us aware of any assistance we can be to you.

Thank you for your cooperation in this matter.

Sincerely,

Ann H. Hughes  
Supervisor-Chair  
Oconee County Council

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

PROCLAMATION

WHEREAS, the World Trade Center in New York City and the Pentagon in Washington, DC have experienced severe damage due to what appears to be acts of terrorism; and

WHEREAS, the State of South Carolina has numerous facilities that may be seen as target facilities and areas; and

WHEREAS, the full extent of the terrorists' acts, and the consequences thereof, around the United States are presently unknown;

NOW THEREFORE, pursuant to the powers conferred upon the Oconee County Supervisor and Council by the Laws of the State of South Carolina, we hereby direct the Oconee County Emergency Management Department remain alert and all prudent preparations be taken at the local level to protect against acts of terrorism or threats within Oconee County. We further direct that the Emergency Management Director request that until further notice, all emergency personnel be available for "on call" duty as required by any emergency situation.

This Proclamation adopted on first and final reading this 18<sup>th</sup> day of September, 2001 by the Oconee County Council.

\_\_\_\_\_  
Ann H. Hughes, Supervisor-Chair

\_\_\_\_\_  
Kenneth E. Johns, District II

\_\_\_\_\_  
Harry R. Hamilton, District III

\_\_\_\_\_  
Mario E. Lyles, District IV

\_\_\_\_\_  
H. Frank Ables, Jr., District V

\_\_\_\_\_  
Attest: Opal O. Green, Clerk

NEW BUSINESS

September 14, 2001

Charles Way  
Department of Commerce  
Address  
Columbia, South Carolina

Dear Mr. Way:

Senator Thomas Alexander has made us aware that the federal government has provided funding for the establishment of a Veterans' Cemetery in South Carolina. He reported that, during the fiscal year 2001-2002 state budget process, the South Carolina Department of Commerce was authorized to loan \$500,000.00 to Oconee County to begin the implementation of this plan. In addition, Mr. Alexander reported that the South Carolina State Office of Veterans' Affairs, an office of the Governor, has graciously agreed to oversee this project in conjunction with the Budget & Control Board.

We are writing to request that you proceed with the transfer of these funds to the Department of Veterans' Affairs. Their mailing address is "South Carolina Office of Veterans' Affairs / Brown State Office Building / 1205 Pendleton Street, Ste. 226 / Columbia, South Carolina 29201". Please contact Jimmie Ruff, Director of the SC Office of Veterans' Affairs, at (803) 734-0200 for further information.

We appreciate your willingness to join us in this collaborative effort to provide ongoing support to our veterans and their families. Thank you in advance for your assistance.

Sincerely,

Ann H. Hughes, Supervisor-Chair

AH/mb

cc: Jimmie Ruff, Director of the SC Office of Veterans' Affairs





WASTE MANAGEMENT

3216 Fisher Rd., NW  
Atlanta, GA 30318  
404 799-1047  
404 799-7328 Fax

July 19, 2001

Ms. Ann Hughes  
County Council Supervisor Chairman  
415 S. Pine Street  
Walhalla, South Carolina 29691

RE: CPI Increase

Dear Chairman Hughes:

Thank you for being a valued Waste Management customer. We appreciate your business. Pursuant to the transportation and disposal contract with Oconee County and our R&B Landfill, Inc., the County is scheduled for a 2.8% CPI increase effective August 25, 2001. Your current rate for transportation and disposal is \$26.65 per ton. Therefore, with a 2.8% increase of \$.75 per ton, your new rate effective August 25, 2001, will be \$27.40 per ton.

Please do not hesitate to contact me at (404) 799-1047, Extension 14 should you have any questions or if I can ever be of assistance to you and your staff at Oconee County at any time. Our Landfill manager at R&B, John Barnard, and I would like to meet with you at your earliest convenience possibly for lunch if you have time one day. We look forward to providing Oconee County with our excellent service for many years to come. Thanks again for your business.

Sincerely,

*Jo Ann Birrell*

Jo Ann Birrell  
Georgia Municipal Marketing Manager

cc: John Barnard

9-4  
Opal  
Oct. 2  
10:30  
Ann wants Council to go if possible  
She is asking this in the Huber  
Meeting

↑  
I will call up  
John Barnard  
to see how  
to proceed  
with this  
meeting  
at Opal  
on 10/2  
at 10:30  
A

# Oconee Citizens for Morality

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## Our Vision...

Is of an Oconee County that is free of sexually oriented businesses. The envisioned county is cleaner, safer, and healthier for it's good citizens. Oconee County is a beautiful place and is about farmers, teachers, workers, and families. It is not a gathering place for the peoples of the upstate who are without moral values.

## Our Mission...

Is to work with our county government to put into place constitutionally-solid ordinances that are second-to-none in their ability to limit and restrain the activities of sexually oriented businesses operating in Oconee County. We endeavor to heighten public awareness to our lack of such ordinances and to the power held by our County Council to enact them.

---

## Our Positions...

1. We, as a county, have been negligent in handling of sexually oriented businesses. At the same time that our 1998 ordinance went into effect, nearby Anderson County approved an ordinance that was far superior. The immediate effect in Anderson County was the voluntary shutdown of all sexually oriented businesses.
2. This fact shouldn't have escaped the attention of the Oconee County government. It was specifically called to their attention in August of 2000 along with the recommendation to strengthen our ordinance. Although the council voted in favor of the recommendation, no effective action has been taken.
3. About a year ago, one sexually oriented business was allowed to re-open after suing Oconee County on the grounds that our ordinance was unconstitutional. They should be shut down immediately. Normal allowances for judicial review of such administrative actions require that such review be prompt. A year is far too long. No one could argue that we are liable for their lost revenue after they neglected for a year to utilize the Courts. Our ordinances are the peoples' laws. Our laws have been trampled on and ignored... and we don't like it.
4. Our current council has been advised to halt efforts to strengthen our ordinance until the aforementioned case is resolved. We disagree. The missing sections of our current ordinance can be established in a completely separate ordinance that only covers internal configuration issues. Choosing this approach has future benefits in the area of enforcement as well as serving to unlink the two issues.
5. In drafting our new ordinance(s), we should seek expert help. Non-profit legal organizations exist which specialize in helping cities and counties with sexually oriented business ordinances. One such organization (the Community Defense Counsel) has been introduced to both Supervisor Hughes and Attorney Norton and were favorably received. Professional legal services from this organization are available at costs no higher than doing it ourselves. Initial reviews of our current ordinance by this organization indicate that it probably is unconstitutional due to flaws in it's content. We can do much better.
6. Our supervisor and council members are our elected officials. They know what the people of Oconee County want in this area. They have the ability to make this happen. We urge them to take action.

Signing of Lease:

Supervisor-Chair Hughes and Mr. Buddy Herring, Superintendent of education executed the lease agreement between Oconee County and the School District for a tract of land across the roadway from the Pine Street Complex to be used for office space for the School District.

Resolution 2001-29:

Mr. Hamilton made a motion, seconded by Mr. Ables, approved 4 - 0 that Resolution 2001-29, "A RESOLUTION HONORING MR. TIM O. HALL, III" be adopted on first and final reading.

ATAX Grant:

Mr. Johns made a motion, seconded by Mr. Hamilton, approved 4 - 0 an ATAX Grant in the amount of \$5,119 for the Parks Department be ratified.

Sewer Commission:

Mr. Robert Winchester, Superintendent, Mr. Howard Adams, Chairman & Mr. Ron Knoerr, Sewer Commission addressed council regarding the proposal for the City of Seneca to provide electricity for the sewer system.

Mr. Winchester referred Council to the attached information, which gives rationale for acceptance of the proposal of the City of Seneca for electricity as well as a comparison chart regarding electricity expenditures for the past year.

Mr. Winchester further stated this has been an issue of discussion by the Sewer Commission for quite some time and in mid 1999 the commission notified the current electrical supplier of their intention to terminate their contract, which has been in existence for approximately twenty years.

Mr. Winchester also stated that the County Attorney informed Blue Ridge Electric of their intention to look at other suppliers, as electricity is the second largest item in the Sewer Commission budget at approximately \$350,000 to \$400,000 per year.

At that time there was also discussion regarding annexation and Newry Sewer and the commission had looked into annexation for the purpose of receiving and reviewing proposals for electricity, as it is an important issue.

Sewer Commission Continued:

Mr. Winchester also informed Council there were great potential savings to the Sewer Commission with the possibility of saving approximately \$60,000 for the same kilowatt-hours on the base and the possibility of saving another \$60,000 by load sharing power generation.

To Mr. Lyles' inquiry regarding the question whether the annexation being in place for these savings to be a reality, Mr. Lowell Ross, Sewer Commission Attorney replied he did not know.

Mr. Norton, County Attorney informed Council the Sewer Commission had always viewed themselves as free agents, able to secure electricity from their choice of vendor. The Sewer Commission had a one-year contract, which was automatically renewable with a one-year notification clause to terminate the contract, and the Sewer Commission had given that notification.

Mr. Norton further stated the Sewer Commission's position is they are a free agent and can purchase electricity from the supplier of their choice.

To Mr. Ables' inquiry whether such action is going against state regulations once the service is there unless there is a problem with their service, Mr. Norton stated if the Sewer Commission changed service providers, regardless of who it might be, Blue Ridge Electric will file suit claiming it cannot be done and the court system will make a determination regarding the matter. He further stated the City of Seneca has counsel saying it can be done and he is sure Blue Ridge Electric has counsel saying it cannot be done.

Mr. Ables expressed a concern that this action constitutes de-regulation and he does not think Oconee County or the sewer system needs to be involved in a de-regulation issue.

Mr. Ross stated this action would not constitute de-regulation and would be based on existing statutes and cases.

Mr. Ross further informed Council it was not necessarily true that if we are presently relying on statutes and regulation the present provider would continue to be the provider for electricity for the Sewer Commission unless they are giving improper service. He also stated he did not know what area that tract of land was in before the sewer system was constructed.

Sewer Commission Continued:

Mr. Ross also expressed that the Sewer Commission had entered into a contract with Blue Ridge Electric and when the contract expires, it expires. He also stated he would find out what area that tract of land was in when the sewer system was constructed. He also indicated that if an area was within the Blue Ridge Electric area prior to annexation then Blue Ridge Electric could continue to service the area.

Mr. Ables disagreed with Mr. Ross' statement this action had no impact on anyone except the users of the sewer system, the commissioners are representing the users and they are willing to do the best they can regarding the rates based on what they know at the present time.

Mr. Ross further informed Council that the City of Seneca will bear all costs of litigation, if there is any.

Mr. Ables reiterated the costs to Blue Ridge Electric could be borne by their some forty thousand customers.

However, Mr. Ross again reiterated the Sewer Commission felt it was up to them to reduce the costs as much as possible and this is a proposal they should consider.

Mr. Ross also informed Council the proposal is for a five year contract, however, there is no guarantee the costs will remain the same.

Mr. Norton explained the only guarantee is that costs would be figured on the same formula that the rate is being calculated on now.

To Mr. Lyles inquiry, Mr. Winchester responded that any access would be credited back to the cities in determining the rates for the next year.

Mr. Ross informed Council the agreements specifically provide for the charge to the to the cities based on usage.

Mr. Hamilton stated he felt this was just one of the many areas Council has seen the Sewer Commission take steps to save money and he, as a citizen of Seneca, which bears fifty-eight percent of the cost of the sewer system certainly appreciates their efforts.

Mr. Johns expressed concerns that the cost savings would be secondary to what appears to be a test case between Blue Ridge Electric and the City of Seneca to determine if this can be done. Mr. Johns also expressed concerns this action would hurt the Blue Ridge Electric customers.



Sewer Commission Continued:

Mr. Howard Adams, Chairman, Sewer Commission disagreed with Mr. Johns.

To Mrs. Hughes inquiry, Mr. Winchester stated the request for proposals were sent to five specific companies and there was only one response.

Ordinance 2001-12:

Mr. Johns made a motion, seconded by Mr. Hamilton, approved 4 - 0 that Ordinance 2001-12, "OCONEE COUNTY REDISTRICTING ORDINANCE" be adopted in title only.

Parks & Recreation:

Upon request of Ms. Vickie Satterfield, Deputy Director, Parks & Recreation, Mr. Lyles made a motion, seconded by Mr. Hamilton, approved 4 - 0 that the attached transfers for Parks & Recreation be adopted.

Subdivision Chapter of Performance Standards Ordinance:

Mr. Tommy Abbott, Chairman, Planning Commission & Mr. Tom Hendricks, Planning Director presented Ordinance 2001-13, "SUBDIVISION CHAPTER OF PERFORMANCE STANDARDS ORDINANCE" to Council. There was no action taken regarding this ordinance.

Register of Deeds:

Upon recommendation of Mr. Dale Butts, Register of Deeds, Mr. Ablea made a motion, seconded by Mr. Hamilton, approved 4 - 0 that the attached contract between Oconee County & Cott Systems, Inc. be adopted.

Rural Fire Grants:

Upon recommendation of Mrs. Melissa Brown, Budget/Grants Supervisor, Mr. Johns made a motion, seconded by Mr. Hamilton, approved 4 - 0 that the attached Volunteer Fire Assistance Grants be adopted as follows:

Mountain Rest	\$ 800.00
South Union	\$ 700.00
Cleveland	\$1,000.00
Salem	\$1,500.00



**Road Department:**

Upon recommendation of Mr. Hoyt Orr, Roads & Bridges Superintendent & Ms. Marianne Dillard, Procurement Director, Mr. Ables made a motion, seconded by Mr. Johns, approved 4 – 0 that the bid for a tractor and mower for the Road Department be awarded to Powell Brothers Tractor & Equipment Company, Inc. at a cost of \$43,390. (See attached bid sheet)

**Communications:**

Mr. Johns made a motion, seconded by Mr. Ables, approved 4 – 0 that ratification of a portion of Phase II and Phase III of the Public Safety Voter Network Contract to Gunby Communications be adopted.

**Fuelmaster System:**

Mr. Hamilton made a motion, seconded by Mr. Johns, approved 4 – 0 that the county donate the old Fuelmaster once used by Motor Pool to the Town of Henca Park.

**Proclamation:**

Mr. Johns made a motion, seconded by Mr. Ables, approved 4 – 0 that the attached proclamation declaring September 17 – 21, 2001 as INDUSTRY APPRECIATION WEEK be adopted.

**Ordinance 2001-07:**

Third & final reading of Ordinance 2001-07, "AN ORDINANCE REORGANIZING THE OCONEE COUNTY RURAL FIRE COMMISSION AND REPLACING ORDINANCE 80-8" was postponed at the request of the commission.

**Ordinance 2001-08:**

Mr. Johns made a motion, seconded by Mr. Lyles, approved 4 – 0 that Ordinance 2001-08, "AN ORDINANCE TO REGULATE SOLICITATION ON HIGHWAY RIGHT OF WAY AND MEDIANS" be adopted on third and final reading.

Ordinance 2001-10:

Mr. Hamilton made a motion, seconded by Mr. Johns, approved 4 – 0 that Ordinance 2001-10, "AN ORDINANCE TO CREATE THE OCONEE COUNTY EMERGENCY MANAGEMENT COMMISSION AND REPEAL ORDINANCE 80-9" be adopted on third and final reading.

Ordinance 2001-11:

Second Reading of Ordinance 2001-11, "AN ORDINANCE TO AMEND ORDINANCE 97-14, OCONEE COUNTY PERSONNEL & POLICIES PROCEDURES MANUAL" was postponed.

Adult Club Ordinance:

Mr. Brian Seal addressed Council regarding adult clubs in Oconee County. Mr. Seal expressed concerns that Oconee County is not doing as much as we can do and he felt we had delayed the court action regarding these clubs. However, upon checking with the Clerk of Court, Mr. Seal was informed that the matter is on the November court docket.

Rural Fire:

Upon request of Mr. Bobby Williams, Chairman, Rural Fire Commission, Mr. Travis Williams, Deputy Director & Mr. Jesse Neville, Commission Member, Mr. Hamilton made a motion, seconded by Mr. Lyles, approved 4 – 0 that Rural Fire be allowed to use capital expenditures funds to purchase computers for the fire stations.

Council Vice Chair:

Mrs. Hughes made a motion, seconded by Mr. Johns, approved 3 – 0 (Mr. Ables abstaining) that Mr. Ables be Vice Chair of the Oconee County Council.

Budget & Finance Chair:

Mrs. Hughes assigned the Chair of the Budget & Finance Committee to Mr. Johns.

Traffic Enforcement Program:

Mrs. Hughes read the attached letter from the Governor announcing a grant to Oconee County in the amount of \$227,939 for the "Traffic Enforcement Program project.

**Request for Guardrails in Medians Along I-85:**

Mrs. Hughes also read the attached letter requested by Council for guardrails in the medians along I-85.

**Waste Management:**

Mrs. Hughes informed Council there will be a luncheon at Waste Management October 3 and she would like for Council Members to attend.

**Proclamation:**

Mr. Hamilton made a motion, seconded by Mr. Johns, approved 4 - 0 that the attached proclamation directing the Oconee Emergency Management Agency to remain alert to protect against acts of terrorism in the county be adopted.

**Department of Commerce Letter:**

Mrs. Hughes read the attached letter going to Charles Way, Department of Commerce regarding the establishment of a Veteran's cemetery in SC.

**Resolution 2001-30:**

Mr. Johns made a motion, seconded by Mr. Ables, approved 4 - 0 that Resolution 2001-30, "A RESOLUTION SUPPORTING PRESIDENT BUSH, CONGRESS AND GOVERNOR OF SOUTH CAROLINA IN THEIR EFFORTS TO RID THE WORLD OF TERRORIST GROUPS" be adopted on first and final reading.

**Memorial Service:**

Mrs. Hughes informed Council that on Monday, October 1, 2001 at 7:00 PM at the Walhalla Football Stadium there will be a Memorial Service in honor of those who lost their lives in the September 11, 2001 terrorists attack on America.

**Ordinance 2001-14:**

Mr. Lyles made a motion, seconded by Mr. Ables, approved 4 - 0 that Ordinance 2001-14, "AN ORDINANCE AMENDING ORDINANCE 2001-03, OCONEE COUNTY BUDGET ORDINANCE" be adopted on first reading.

**Resolution 2001-31:**

Mr. Hamilton made a motion, seconded by Mr. Lyles, approved 5 - 0 that Resolution 2001-31, "A RESOLUTION TRANSFERRING PROPERTY TO BORG-WARNER (8.428 ACRES), A PORTION OF THE ACREAGE TRANSFERRED TO OCONEE COUNTY OCTOBER 7, 1996" be adopted on first and final reading.

**LEC Meet:**

Mr. Johns announced a Law Enforcement, Safety, Health, Welfare & Services Committee meeting Tuesday, October 2, 2001 at 4:00 PM.

**Roads & Transportation:**

Upon recommendation of the Roads & Transportation Committee, Council voted unanimously to adopt the SC Department of Transportation policies on utilities and also the Council Clerk & Roads & Bridges Superintendent write a letter to the owner regarding Berwick Court.

**Emergency Management & Sheriff:**

Mr. Ables expressed his appreciation to Emergency Management and Sheriff's Department for their handling of the situation at Duke Power Company Sunday, September 16, 2001.

**Public Comment Session:**


Dr. Walker Miller, President, Friends of Lake Keowee expressed his appreciation for the hundred foot set back in the subdivision chapter of the Performance Standards Ordinance.

Mr. B. J. Littleton addressed Council regarding various actions of Council.

**Adjourn:**

Adjourn: 5:30 PM

Respectfully Submitted:

  
\_\_\_\_\_  
Opal O. Green  
Council Clerk

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESOLUTION 2001-29**

**WHEREAS**, Jim O. Hall, III was elected to represent the citizens of District I in Oconee County July, 1998, and

**WHEREAS**, Mr. Hall was re-elected as the Council Representative for the citizens of District I in November, 1998; and

**WHEREAS**, during Mr. Hall's tenure as a Council Member, he served in the capacity of Council Representative on the Hospital Board, Chair of the Law Enforcement, Safety, Health, Welfare & Services Committee and Chair of the Budget & Finance Committee, and

**WHEREAS**, Mr. Hall served in his capacity as a Council Member in a caring and concerned manner, not only for the citizens of District I, but for all Oconee County citizens; and

**WHEREAS**, Mr. Hall resigned from his Council Seat September 10, 2001 to accept an appointment to the United States Department of State Diplomatic Corps; and

**WHEREAS**, the members of the Oconee County Council and I would like to take this opportunity to congratulate Mr. Hall and wish him and his family the very best.

**NOW THEREFORE, BE IT RESOLVED** this date that the official Records and Minutes of the Oconee County Council contain the following:

*"MR. HALL'S TENURE AS AN OCONEE COUNTY COUNCIL MEMBER WILL LONG BE REMEMBERED, AND ON BEHALF OF THE CITIZENS OF OCONEE COUNTY, WE WOULD LIKE TO EXPRESS APPRECIATION TO MR. JIM O. HALL, III FOR HIS SERVICE AND DEDICATION TO OUR CITIZENS FROM JULY, 1998 UNTIL SEPTEMBER, 2001.*

*FURTHER, WE WISH MR. HALL THE VERY BEST IN ALL HIS FUTURE ENDEAVORS AND EXTEND OUR CONGRATULATIONS TO MR. HALL ON HIS APPOINTMENT TO THE DIPLOMATIC CORPS.*

*AGAIN, MR. HALL, THANK YOU FOR ALL YOU HAVE DONE FOR THE CITIZENS OF OCONEE COUNTY."*

**AND IT IS SO RESOLVED AND ADOPTED**, on first and final reading this 18th day of September, 2001 as evidenced by the hand of the Supervisor/Chair, Council Members and attest of the Council Clerk.

\_\_\_\_\_  
Ann H. Hughes, Supervisor/Chair

\_\_\_\_\_  
Kenneth P. Johns, District II

\_\_\_\_\_  
Harry R. Hamilton, District III

\_\_\_\_\_  
Marion E. Lyles, District IV

\_\_\_\_\_  
H. Frank Abley, Jr., District V

\_\_\_\_\_  
Attest: Opal O. Green, Council Clerk

ATAX Grant Processing Report  
FOR OFFICE USE ONLY

Project Name South Georgia State University

Project Amount \$25,000

Received by Jean Williams Date 12/10/01

Date presented at meeting 9/20/01

Vote: For      Against     

Recommendations/Alterations \_\_\_\_\_  
\_\_\_\_\_

ATAX Liason \_\_\_\_\_  
\*\*\*\*\*

Returned to organization (date) \_\_\_\_\_

Resubmitted to ATAX \_\_\_\_\_ Vote: For      Against     

Corrections/deletions made \_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*  
Date presented to County Council \_\_\_\_\_ Presenter \_\_\_\_\_

Amount approved \$ \_\_\_\_\_ (or) Rejected \$ \_\_\_\_\_

Date Funds Disbursed \_\_\_\_\_ Interim/Final Report Due \_\_\_\_\_

Interim Reports Presented to Committee \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Final Report Received \_\_\_\_\_ Funds returned (if any) \_\_\_\_\_

*Check  
Committee - O.K.  
12/10/01  
Final Report Received  
12/10/01  
O.K.*



# South Carolina

Department of Parks, Recreation & Tourism

Division of Tourism

Marketing Office

August 2001

Dear Industry Partner:

We invite you to participate in the 2002 South Carolina Department of Parks, Recreation & Tourism consumer publications: *South Carolina Smiles*, *South Carolina Places*, & *South Carolina Highways*.

These three fulfillment publications offer advertisers a cost-effective sales tool in reaching qualified travelers. South Carolina hosted more than 2.4 million visitors who spent \$1 billion in 2000. Accommodations, attractions, destinations, recreation, entertainment, shopping, recreational activities and businesses that can benefit from the tourism industry should be interested in the enclosed advertising opportunities.

Research from an independent study conducted by Strategic Marketing & Research, Inc. decisively confirms the influential role *South Carolina Smiles*, *South Carolina Places*, & *South Carolina Highways* have in consumers' travel decisions. The state's comprehensive travel guides provide the type of information consumers are seeking. Results from the survey are highlighted below:

South Carolina Vacation Kit assists visitors to select:

- |                               |       |
|-------------------------------|-------|
| • Destinations or attractions | (71%) |
| • Activities                  | (64%) |
| • Region of the state         | (62%) |
| • Lodging                     | (51%) |

The South Carolina Vacation Kit has reinvented the traditional state travel guide into a more benefit-oriented, meaningful fulfillment packet that meets the need of today's active traveler. This is your opportunity to target your sales message in the primary planning guides for South Carolina. Additional research findings, program descriptions, rates and space reservation deadlines are listed on the following pages.

*South Carolina Places*, an oversized pocket guide, will feature a limited number of ad spots for the first time ever. As a BOMUS, premium space advertisers in *South Carolina Smiles*, *South Carolina Places* or *South Carolina Highways* receive a coupon ad unit for free -- a \$7,875 value!

We encourage you to review this information and respond as early as possible. Space is limited and is sold on a first-come basis. What are you waiting for?

We look forward to your participation in the 2002 South Carolina Vacation Kit publications. If you would like further information, please feel free to contact Bob Mojan ([Bob@mojanagency.com](mailto:Bob@mojanagency.com)) or Lindsey Kovach ([Lindsey@mojanagency.com](mailto:Lindsey@mojanagency.com)) at Strategic Partnership Marketing, (864) 271-8040. Thank you for your interest in *South Carolina Smiles*, *South Carolina Places* & *South Carolina Highways*.

Sincerely,

Terri Cowling,  
Director of Tourism Marketing



# 2002 South Carolina Cooperative Advertising Program

South Carolina Department of Parks, Recreation & Tourism

The state's official vacation kit is distributed in response to highly qualified consumer inquiries generated from the South Carolina Department of Parks, Recreation & Tourism's advertising and marketing campaign. South Carolina's Vacation Kit includes three uniquely collaborative publications: *South Carolina Smiles*, *South Carolina Places* and *South Carolina Highways*, the State Highway Map. These three informative pieces designed together in a lifestyle magazine, reference guide and map format create a comprehensive fulfillment package that entices consumers to visit while making it easy to plan a South Carolina vacation.

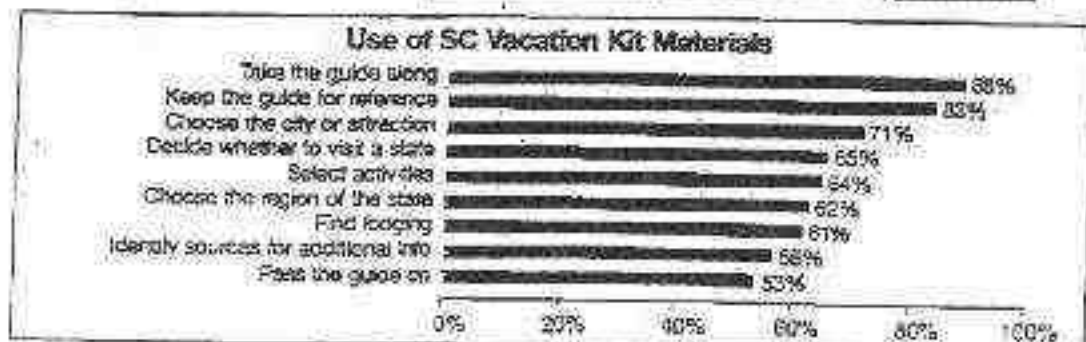
South Carolina's Vacation Kit offers advertisers the highest out-of-state annual distribution of any South Carolina vacation guide. Advertisers can promote their sales message to a targeted audience in the right place at the right time. The user-friendly publications continue to make the state's fulfillment package the most powerful and cost-effective selling tool ever!

Research from an independent study conducted by Strategic Marketing & Research, Inc., decisively confirms the influential role *Smiles*, *Places* & *Highways* have in consumers' travel decisions. The state's comprehensive travel guides provide the type of information consumers are seeking. Results from the survey are highlighted below.

The South Carolina Vacation Kit materials highly influence consumer's travel plans. Of particular interest to advertisers, visitors utilize these guides to select a destination or attraction (71%), activities (64%) and lodging (61%).

As indicated by the positive ratings, the state guides clearly captivate people's interest in visiting South Carolina.

Attribute Ratings Based on a 5-Point Scale	
Attributes	2000
Attractive to look at	4.71
Easy to use	4.53
Provided enough information	4.51
Showed activities that were of interest to you	4.42



Source: SMRF Study 02/01

For assistance and additional information about the South Carolina Department of Parks, Recreation & Tourism's cooperative advertising programs:

- Visit [www.discoverouthcarolina.com/gir/giradvertising.asp](http://www.discoverouthcarolina.com/gir/giradvertising.asp)
- Contact Bob Moquin ([bobm@leslieagency.com](mailto:bobm@leslieagency.com)) or Lindsey Kovach ([lindyek@leslieagency.com](mailto:lindyek@leslieagency.com)) at Leslie Partnership Marketing, (864) 271-8340

**ADVERTISING SPACE IS LIMITED AND SOLD ON A FIRST RECEIVED BASIS.**

to tour services, festivals and seasonal events, information for the international traveler, and much, much more.

Limited four-color, premium ad positions in a two-color text environment are sure to command the reader's attention. Coupon ad units are now available to advertisers for the first time. Four coupons will appear per page. Approximate size of the coupon ad unit is 4" x 2" (four-color, front and back).



Ad Units		
POSITIONS	EARLY GROSS RATE	REGULAR GROSS RATE
1/2 page	\$1,200	\$1,000
1/4 page	\$600	\$500
1/8 page	\$300	\$250
1/16 page	\$150	\$125



### South Carolina Highways

South Carolina Parks, Recreation & Tourism is once again offering a unique opportunity to advertise in the State Highway Map. The user-friendly state highway map allows advertisers to effectively deliver their sales message in an "uncluttered" medium. Only five panels are available which avoids duplication of advertisers like other travel brochures. Advertising partners will reach a highly qualified circulation of 1.1 million. Maps are distributed free of charge at 10 Welcome Centers throughout the state and with the *South Carolina Smiles & Places Vacation Kit* in response to consumer inquiries.

#### Map Layout

The four-color map has a nine-panel foldout format. Advertising placements are tastefully incorporated into the layout and strategically positioned in high-usage sections of the map.

#### Added-Value

All advertisers receive additional highway map overprints for their own usage and distribution.

Ad Units			
QUANTITY	POSITIONS	EARLY GROSS RATE (10% average)	REGULAR GROSS RATE
100	1/2 page	\$1,200	\$1,000
100	1/4 page	\$600	\$500
100	1/8 page	\$300	\$250
100	1/16 page	\$150	\$125

#### Ad Size/Units

Panel Size: 3 1/2" x 5 1/2" (Four-color ad units only)

(Please Note: Photography for South Carolina Smiles, South Carolina Places and South Carolina Highways as shown in above photos will be modified with exciting new covers for the 2002 South Carolina publications.)

I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project.

A. Contact Name Vickie L. Sarrarfield  
Title Deputy Director Parks, Recreation & Tourism  
Signature *Vickie L. Sarrarfield* Date 8-21-01  
Phone Number (s) 638-4212

B. Alternate Contact Malissa Brown  
Title Grants Coordinator Oconee County  
Signature *Malissa Brown* Date 8-21-01  
Phone Number (s) 638-4254

3/20

**OCONEE COUNTY ATAX GRANT  
APPLICATION FORM**

**FOR TOURISM RELATED PROJECTS**

**I. APPLICANT**

A. Name of Organization Oconee County Parks, Recreation & Tourism

B. Address 415 South Pine Street

Walhalla, South Carolina 29691

**II. FUNDS REQUESTED**

A. ATAX funds requested \$ 5,119.00

B. Itemized budget for ATAX funds requested (attach on separate sheet)  
None

C. Funds furnished by your organization \$ None

Matching grant \$ \_\_\_\_\_ Source \_\_\_\_\_

Other Funding \$ \_\_\_\_\_ Source \_\_\_\_\_

**III. NARRATIVE PROJECT DESCRIPTION**

A. Project Title South Carolina Smiles Advertising

B. Description of project One quarter page advertising in South Carolina Smiles, South Carolina's most comprehensive travel guide. This is part of the State's official vacation kit and is distributed in response to highly qualified consumer inquiries generated from the South Carolina Department of Parks, Recreation & Tourism advertising and marketing campaign. Vacation packets are sent world wide drawing tourists from all countries.

\_\_\_\_\_

\_\_\_\_\_



Oconee County Council Plan 1

DISTRICT	PERSONS	Targ.	Dev.	BLACK	P<=BLACK	WHITE	OTHER	VAP	P<=VAP	BLACK/VAP	P<=BLACK/VAP	OTHER/VAP
1	12826	13243	-3.7%	74	0.55%	12669	162	10424	81.28%	46	0.44%	10378
2	13547	13243	2.3%	547	4.04%	12353	647	10305	76.07%	405	3.93%	9900
3	13338	13243	0.7%	3599	26.98%	9383	366	10229	76.69%	2455	24.00%	7774
4	13381	13243	1.0%	874	5.04%	12446	261	10063	75.20%	406	4.95%	9655
5	13124	13243	-0.9%	656	5.00%	12244	224	10952	78.07%	458	4.55%	9604
Unassigned	0			0		0	0	0		0		0





SENECA, SC  
 OCONEE COUNTY WWTTP ELECTRIC POWER COSTS  
 2001-2002 COMPARISONS BETWEEN EXISTING ELECTRICAL PROVIDER AND  
 PROPOSED RATE FROM SENECA

DATE	PEAK MONTHLY DEMAND KW	ENERGY KWH	LOAD FACTOR %	ANNUAL COST EXISTING RATE \$	ANNUAL COST PROPOSED RATE \$	ANNUAL COST PROPOSED RATE VERSUS EXISTING RATE \$	SAVINGS - %
02-Feb-00							
07-Mar-00	703.8	399,600	0.82	21,252.73	16,537.60	4,715.13	22.18%
05-Apr-00	793.8	386,000	0.72	21,061.26	17,545.60	3,515.66	16.69%
15-May-00	626.4	367,200	0.81	19,529.53	14,980.80	4,548.73	23.30%
16-Jun-00	563.4	505,600	0.89	25,900.87	15,076.80	9,824.17	38.09%
06-Jul-00	570.6	235,800	0.86	12,541.02	11,853.20	687.82	5.49%
04-Aug-00	883.4	370,800	0.82	19,721.00	15,356.80	4,364.20	22.13%
05-Sep-00	663.4	410,400	0.82	21,827.12	16,148.80	5,678.32	26.01%
05-Oct-00	640.8	370,800	0.80	18,721.00	15,205.60	3,515.40	18.78%
02-Nov-00	501.2	360,000	0.86	19,145.80	14,514.40	4,631.40	24.19%
05-Dec-00	666.6	428,400	0.81	22,784.45	16,703.20	6,081.25	26.69%
08-Jan-01	684.2	464,400	0.86	24,698.11	17,365.40	7,332.71	29.72%
03-Feb-01	752.4	383,400	0.73	20,391.13	16,795.80	3,595.33	17.63%
	793.8	4,692,600	0.67	249,675.93	189,768.00	59,907.93	23.96%
COST/KWH				\$	\$	\$	
				0.05319	0.04044		

NOTES:

- 1 Existing rates based on average \$0.05318/kWh
- 2 2002 SENECA
- \$ 12.00 \$/Mto. kW Demand
- \$ 0.02000 \$/kWh Energy
- \$ 100.00 \$/Mto Cust Charge

SUMMARY OF REASONS FOR ACCEPTING PROPOSAL FROM SENECA  
OCONEE COUNTY COUNCIL MEETING

1. The rates for electric power has no impact upon county taxes; impacts only on the users of the sewer system.
2. The proposal by the City of Seneca not only includes a lower rate, but in addition provides that during peak periods, the wastewater treatment plant (WWTP) may generate electricity and receive a credit for the power generated at \$8.38 per kilowatt-hour. Blue Ridge does not offer this arrangement.
3. There is a possible saving to the users of \$80,000-\$110,000 depending upon the amount of power that WWTP generates on site.
4. The contract between the Sewer Commission and Blue Ridge has expired and Blue Ridge was notified on May 4, 1999, that the contract was terminated. Blue Ridge was invited to submit a new proposal but declined.
5. There is no contract for rates with Blue Ridge, and future rates are uncertain.
6. Future rates by any power supplier are uncertain; the Commission must go with the most favorable proposal at the time.
7. The annexation of WWTP property into Seneca was passed by Council (with a 4-0 vote by Council, June 6, 2003). The Commission requested that the property be annexed so that it could obtain a proposal from Seneca to provide electricity to WWTP.
8. Seneca users pay approximately 25% of the cost of operating the wastewater treatment plant and therefore pay approximately 50% of the cost of electricity.
9. Any contract with Seneca will provide that the cost of any litigation will be reimbursed by Seneca.
10. Any contract will expire at the end of the contract period and the Commission may then seek new proposals from providers.
11. The Commission is obligated to provide sewer treatment and services at the lowest possible cost. The users are paying for the expansion and upgrade of the wastewater treatment plant, a large part of which was for industrial capacity.

September 19, 2007

LINE ITEM TRANSFER AND/OR REVISION REQUEST FORM

FISCAL YEAR 2001-2002

DEPARTMENT NAME Public Relations

SIGNATURE OF DEPARTMENT DIRECTOR William S. Starnes, III

DATE OF REQUEST 5/4/01

TRANSFER TO

LINE ITEM ACCOUNT NUMBER 010-300-50880 LINE ITEM DESCRIPTION Administrative Building AMOUNT TO TRANSFER 41,500.00

EXPLAIN WHY THIS ITEM (OR ITEMS) IS NEEDED AND WHY IT WAS NOT BUDGETED FOR: Separate construction by the Alexander Bureau will have to be completed by the end of the fiscal year. The Bureau had previously had grants which provided the building. The Department is in a position to provide the grant to the building. The Department is in a position to provide the grant to the building. The Department is in a position to provide the grant to the building.

WAS THIS ITEM PREVIOUSLY CUT FROM YOUR BUDGET DURING THE BUDGET PROCESS?  YES  NO

TRANSFER FROM

LINE ITEM ACCOUNT NUMBER 010-300-50880 LINE ITEM DESCRIPTION Capital Expenses - Books AMOUNT TO TRANSFER 41,500.00

WHY ARE THERE EXCESS FUNDS IN THIS ACCOUNT? WHAT ITEM WILL NOT BE NEEDED THAT WAS APPROVED DURING THE BUDGET PROCESS? Approval of the Alexander Bureau will have grant money sent to grantee with the condition of the grant. The grant money will be used for the grant. The grant money will be used for the grant. The grant money will be used for the grant.

SIGNATURE Karl K. Hughes, Supervisor Chair

REASON \_\_\_\_\_

SUBMITTER Phyllis E. Lombard, Finance Director

SIGNATURE \_\_\_\_\_

REASON \_\_\_\_\_

SIGNATURE Phyllis E. Lombard, Finance Director

REASON \_\_\_\_\_





## COMPUTER EQUIPMENT LEASE AGREEMENT

THIS COMPUTER LEASE AGREEMENT between **COTT SYSTEMS, INC** an Ohio corporation with principal offices at 350 East Wilson Bridge Road, Worthington, Ohio 43085 ("Lessor") and **Geonce County** with principal offices at Register of Deeds, 415 S. Pine St., Walhalla SC 29691 ("Lessee") effective the \_\_\_ day of \_\_\_\_\_, 20\_\_.

1. **LEASE OF EQUIPMENT.** Lessor hereby leases to Lessee and Lessee hereby hires from Lessor those items of equipment designated on Exhibit "A" attached hereto and incorporated herein by reference upon the terms and conditions contained in this Agreement.

2. **TERMS OF LEASE.** This lease shall be for a term of Three (3) years commencing from the date of installation.

3. **RENEWAL OF LEASE.** Within ninety (90) days prior to the end of any lease term, Lessee may give written notice to Lessor of Lessee's desire to renew the lease and designate the equipment for which said lease is to be renewed.

4. **LEASE CHARGES.** Lease charges as set forth in Exhibit "A" are those currently in effect and shall not be changed during the term of the lease. In the event of any lease renewal, said lease charges shall be subject to renegotiation between Lessor and Lessee within sixty (60) days prior to renewal of the term.

5. **PAYMENTS.** Lease payments and all other charges shall be invoiced on the first day of each month and shall be due in full within forty five (45) days after the date of invoice. Payment shall be made by the Lessee to the Lessor at the address hereinabove designated, or at such other address as may be designated in writing to Lessee by Lessor. Service charges, subject to applicable law, not exceeding 1-1/2% per month, may be made on past due accounts.

6. **DELIVERY AND INSTALLATION.** Lessor shall deliver and install the equipment at such location as Lessee shall designate in writing within thirty (30) days prior to shipment, provided, however, in the event that Lessee fails to make such designation, then delivery shall be made at the address set forth above. Lessee shall pay Lessor an installation charge as set forth in Exhibit "C" at such time as Lessor shall certify to Lessee that the equipment has been delivered, installed and is ready for use.

7. **TRANSPORTATION CHARGES.** All transportation charges in connection with the delivery, installation and/or return of equipment shall be paid by Lessee.

8. **PREMATURE TERMINATION.** Lessee may terminate this Agreement on any anniversary date before the stated termination date, provided that Lessor shall be entitled to reimbursement for all costs incurred by Lessor due to the early termination. In the event of early termination, Lessor will refigure the monthly lease rate based on equipment cost for the period of time the equipment was in use and shall notify Lessee of the balance due thereunder. Upon notice of said amount, Lessee shall have the right, within ten (10) days, to withdraw its termination notice and continue under the original Agreement of Lease.

9. **TAXES.** Lease payments are exclusive of all sales, use and similar taxes. Lessee shall be responsible for payment of all license fees, registration fees, assessments, charges, excise, and use taxes (municipal, state, and federal) which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the equipment. In the event that Lessee is exempt from all or some of the foregoing taxes, Lessee shall provide to Lessor a certificate of exemption.

10. **SITE PREPARATION.** Lessee shall be responsible for timely site preparation including but not limited to providing adequate electrical power for computer operation.

11. **LOCATION.** The equipment shall be delivered and thereafter kept by Lessee at the location specified in Exhibit "B" and shall not be removed therefrom without Lessor's prior written consent.

12. **RISK OF LOSS.** Lessee shall use the equipment in a careful and proper manner. During the period said items of equipment are in possession of Lessee, Lessee shall be responsible for all risks of loss or damage to the items of equipment.

In connection therewith, Lessee shall provide to Lessor a certificate or a full copy of its insurance policy covering said equipment, which policy must be written by an insurance company acceptable to and in a form acceptable to Lessor. In the event Lessee is self-insured, Lessee hereby indemnifies and holds Lessor harmless for any loss or damage caused or occurring to the equipment during the term of this Agreement and Lessee agrees to provide Lessor with a written statement of such self-insured coverage.

13. **WARRANTY.** The equipment, as delivered and installed, shall be subject only to the warranties provided with said equipment by the manufacturer of the equipment, but shall be in good working order.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING MERCHANTABILITY OF THE EQUIPMENT OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR WARRANTIES ON THE PART OF THE LESSOR FOR DAMAGES INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES.

14. **ASSIGNMENT.** In the absence of Lessor's prior written consent, Lessee shall not assign, transfer, pledge, hypothecate or otherwise dispose of this Lease Agreement or the leased equipment, or sublet or lend the equipment. Any consent of the Lessor to any of the foregoing shall apply only to the instance in which given, and shall not be deemed a consent to any subsequent like action by Lessee or any other person. Without releasing the Lessor of any obligations hereunder, Lessor may assign this Agreement and mortgage, transfer, or otherwise dispose of the leased equipment, either in whole or in part, provided that any such action shall be subject of a notice to Lessee for information purposes only.

15. **MODIFICATIONS.** Lessee shall not make modifications to the equipment without the written consent of Lessor. Any equipment so modified must be returned to the original condition upon termination of the lease.

16. **MAINTENANCE AND SERVICE.** Lessor will enter into an Agreement with the computer manufacturer to maintain and service the equipment in accordance with the terms and provisions of said Agreement. All maintenance and service charges shall be invoiced with the monthly Lease Billing, as detailed in Exhibit "A". Lessor may, with written notice, pass along any maintenance increase as announced by the computer manufacturer.

17. **DEFAULT BY LESSEE.** If the Lessee shall default (a) in the payment of any sum of money hereunder beyond the 20th day from the due date, or (b) in the performance of any other of its obligations under this Agreement, or (c) be unable to meet its obligations as they become due, or is the subject of any proceeding under the Bankruptcy Act or becomes insolvent, or if any substantial part of the Lessee's property becomes subject to any levy, seizure, assignment, application or sale by any credit or governmental agency, then, in any such event and after receipt by the Lessee of written notice thereof from the Lessor, the Lessor shall have the right to exercise any one or more of the following remedies:

- a) Terminate this Agreement;
- b) Whether or not this Agreement is terminated, take immediate possession of any or all of the items of equipment, wherever situated, and for such purpose enter upon any premises without liability for so doing; and
- c) Sell, dispose of, hold, use or lease any items of equipment as Lessor in its sole discretion may decide without any duty to account to the Lessee provided that such actions by Lessor are undertaken in a commercially reasonable manner in accordance with any applicable requirements of the Uniform Commercial Code as may then be in existence under the laws of the State of South Carolina.
- d) The Lessor may, with or without repossessing the equipment, declare the entire unpaid lease due and payable immediately by giving written notice thereof to the Lessee.
- e) Lessor may pursue any other remedy at law or in equity.

18. **EXPENSES OF COLLECTION.** Lessee, in addition to its other obligations under this lease, shall pay to the Lessor all costs and expenses, including reasonable attorney's fees incurred by Lessor in enforcing any of the terms, conditions, or provisions of this lease.

19. **REMEDIES CUMULATIVE.** No right or remedy of the Lessor is exclusive of any right or remedy by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise and may be enforced concurrently from time to time. No failure on the part of the either party to exercise and no delay in exercising any right or remedy hereunder shall operate as a waiver, nor shall any single or partial exercise by a party of any right or remedy hereunder preclude any other or further exercise of the same or any other right or remedy.



20. **TITLE TO EQUIPMENT.** All items of equipment shall remain the property of Lessor and may be removed by the Lessor at any time after termination of or default under this Lease Agreement. Lessee shall not remove or cause or permit to be removed from any equipment, any serial number, model, name, or any other indicia showing ownership by Lessor nor shall Lessee remove or cause or permit to be removed any equipment from the point of installation. All items of equipment are, and shall at all times remain, separate items of personal property, notwithstanding the attachment or affixing to them of other items of equipment or to real property or building owned by Lessee.

21. **TRAINING.** Lessee may provide ZERO, (-0-) employees for training to be conducted at HEWLETT PACKARD COMPANY training office at Lessee expense, if desired.

22. **ADDITIONAL EQUIPMENT.** In the event that Lessee desires to lease additional equipment for which the need was not specified in Lessee's original request to Lessor, Lessee shall have the option of (a) adding said equipment to this Lease Agreement without changing the term of the lease provided that such equipment costs shall be factored in over the unexpired term of the lease, or (b) Lessee may negotiate with Lessor a new lease term for the additional equipment, provided, however, in the latter situation, if the additional equipment is not kept for the entire lease period as negotiated, Lessee shall pay a revised (increased) lease rate for the period of time the equipment is actually used.

23. **NON-APPROPRIATION OF FUNDS.** If insufficient funds are available in the Lessee's budget for the next Budget Year to make the rental payments for the next Renewal term, then Lessee shall have the option to non-appropriate the funds to pay the rental payments for the next renewal term. If Lessee chooses this option, then all obligation to the Lessor under this Agreement regarding Rental Payments for all remaining renewal terms shall be terminated at the end of the next renewal term without penalty or liability to the Lessee of any kind. Lessee shall immediately notify the Lessor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Lessor may enter premises where the equipment is located and take possession of the equipment and charge Lessee for costs incurred.

#### 24. **GENERAL PROVISIONS:**

a) **Governing Law.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of South Carolina.

b) **Entire Agreement.** This Agreement, together with its exhibits constitutes the entire understanding and agreement between the parties with respect to the subject matter herein. Any changes, modifications or alterations of this Agreement shall be effective only if in writing signed by both parties.

c) **Headings.** The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

d) **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

e) Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the parties to it and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement with effective date as set forth above.

LESSOR

COTT SYSTEMS, INC

By: \_\_\_\_\_  
Eric H. Foreman

Its: \_\_\_\_\_  
Vice-President, Sales

Date: \_\_\_\_\_

LESSEE

COUNTY OF OCONEE, SOUTH CAROLINA

By: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

Attest:

\_\_\_\_\_

EXHIBIT "A"  
EQUIPMENT LIST

Item

Includes:

Database Server (1)

NETSERVER LC2000 PIII/866 - 128MB  
256MB 100MHz ECC SDRAM DIMM  
MONITOR SVGA 17"  
HP 36.4GB ULTRA SCSI DRIVES  
NETRAID-1SI DISK ARRAY CONTROLLER  
HP SURESTORE DAT 40i  
HAYES OPTIMA 336 BUSINESS MODEM  
SMARTUPS 1000

Print Station-Duplex (1)

LASERJET 4100  
JETDIRECT EIO (10/100Base-TX)  
DUPLEX OPTION  
64MB MEMORY

Scan Station-Duplex (1)

VECTRA DESKTOP 866Mhz W/MIN 64MB, 8.4GB  
INCLUDES: WIN98, SOUND CARD, CD  
WINDOWS EMULATION  
HP P1120 21" MONITOR  
NETWORK CARD 3 COM PCI-100MB  
UPS SYSTEM  
SCSI CARD  
8.5X14 FUJITSU SCANNER  
SCANNER CONSUMABLE KIT

EXHIBIT "A"  
EQUIPMENT LIST  
CONT'D

<u>Item</u>	<u>Includes:</u>	
CD Writer (1) (Install on Scan Station)	SURESTORE 9200si CD WRITER CD WRITER SOFTWARE (COTT BROWSE)	
Retrieve w/Hecon (3)	VECTRA DESKTOP 366Mhz W/MIN 64MB, 3.4GB INCLUDES WIN2K, SOUND CARD, CD HP P1120 21" MONITOR NETWORK CARD 3 COM PCI-100MB HECON PRINT CONTROLLER	
Startup Supplies:	FREIGHT CD-ROM CLEANING KIT (RR1288) (1) HECON PRINT BUTTONS (50) HECON PRINT FOBS (25 PACK) (2) HECON PRINT CONTROLLERS W/CONTROLLER DAT DRIVE CLEANING KIT (C5709A) (1) DDS-4 TAPES (C5718A) (15) LASER PRINTER CARTRIDGES (1) MEDIA (C4437A) (6)	
<b>TOTAL MONTHLY HARDWARE LEASE</b>		<b>\$1,385.00</b>
<b>TOTAL MONTHLY HARDWARE MAINTENANCE</b>		<b>\$ 825.00</b>

Note: At the time of ordering Cott will order the newest hardware models available as long as the price is comparable and the hardware is supported by the software listed on Exhibit "A" of the End User Software License and Support Agreement.

EXHIBIT "B"

LOCATION OF EQUIPMENT

The undersigned Lessee hereby certifies that all equipment set forth in Exhibit "A" shall be located at:

County of Oconee

Register of Deeds

415 S. Pine St.

Walhalla, SC 29691

EXHIBIT "C"

INSTALLATION SUPPLIES

INSTALLATION

QTY

STAGING

CABLES

SWITCHES (10/100BaseT)

HARDWARE INSTALL

10

2

TOTAL MONTHLY INSTALLATION

\$438.00

## END USER SOFTWARE LICENSE AND SUPPORT AGREEMENT

THIS END USER SOFTWARE LICENSE AGREEMENT between COTT SYSTEMS, INC an Ohio corporation with principal offices at 350 East Wilson Bridge Road, Worthington, Ohio 43085 ("Licensor") and Deecee County, with principal offices at Register of Deeds, 415 S. Pine St., Walhalla SC 29691 ("Licensee") effective the \_\_\_ day of \_\_\_\_\_, 20\_\_

### RECITALS

Licensor is in the business of designing and leasing computer software for use by county and local governments and in connection therewith has developed the computer program described in Exhibit "A", a copy of which is attached hereto. Licensee desires to obtain a license to use the software program and provide for the support of the same, pursuant to the terms contained in this Agreement.

### TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, receipt of which is hereby acknowledged by the parties, the parties agree as follows:

1. **GRANT OF LICENSE.** Licensor hereby grants and Licensee hereby accepts a non-exclusive, non-transferable right and license to the use of the software described in Exhibit "A" hereto within the United States. This licensed program in machine-readable form shall be for use solely on the central processing unit or units designated by type/serial number and its associated units ("CPU"), set out on Exhibit "B" attached hereto at the location set forth therein. In the event the CPU referred to in Exhibit "B" shall become inoperative due to malfunction, or, becomes unavailable due to the performance of maintenance or modification tasks, Licensee, upon giving written notice to Licensor, shall be permitted temporarily to use the software on a backup CPU until the licensed CPU is restored to operative status and processing of data already entered into the backup CPU shall have been completed. Licensee shall be permitted to make a copy of the software for backup purposes. In the event Licensee determines in its sole discretion to replace the CPU listed in Exhibit "B", Licensee may, upon notice to Licensor, transfer the subject software to the replacement CPU, provided such replacement CPU shall also be at the location set forth in Exhibit "B".

2. **LICENSE FEE.** Licensee hereby agrees to pay Licensor, an installation charge of \$0.00 and monthly consideration for the continuing grant of the subject license and maintenance, according to the schedule attached hereto as Exhibit "C", in consideration for the license and software support granted herein. This fee shall constitute payment in full for the license and rights herein specified during the term of this Agreement.

3. **TERM.** This Agreement and the license granted herein shall be effective from the date hereof and shall remain in full force and effect for a term of Three (3) years, or, in the event that Licensee is also a Lessee under a Computer Lease Agreement from Licensor (as Lessor), then and in that event said term shall be the same as the term set out in the Computer Lease Agreement.



4. **TERMINATION.** In the event of a material breach of this Agreement by either party or any of its obligations hereunder, or, if Licensee is also a lessee under an above-referenced Computer Lease Agreement the terms of which have been breached by either party, the non-breaching party shall be entitled to terminate this Agreement and pursue all of its rights hereunder or at law or in equity. There shall be no right to termination by either party absent such a material breach. In the event of a breach of this Agreement by either party, written notice of the basis of such breach must be sent to the breaching party pursuant to the terms of this Agreement and such breaching party shall be granted ten (10) days to correct such material breach. In the event such material breach is not corrected within such ten (10) day period, this Agreement may be terminated, in the discretion of the non-breaching party, upon written notice of termination.

5. **BREACH OF AGREEMENT.** For purposes of this Agreement, material breaches of this Agreement shall include, but not be limited to the following actions: (i) Licensee's unauthorized duplication of the software or related documentation material; (ii) Licensee's unauthorized use, distribution or disclosure of any trade secrets of Licensor or other confidential materials of Licensor to third parties without consent of Licensor; (iii) Licensee's use of the software on CPU's not authorized pursuant to Exhibit "B", or (iv) breach by Licensee of its obligations under any Computer Lease Agreement between Licensee and Licensor.

6. **TAXES.** Licensing fees set forth herein are exclusive of all sales, use and similar taxes which may be levied as a result of the ownership, lease or use of the software, which taxes shall be the responsibility and obligation of the Licensee. If Licensee is exempt from all or some of said taxes, Licensee shall have the obligation to provide Licensor with a certificate of exemption.

7. **TRAINING.** Licensor will provide an instructor for training to be conducted at Licensee's location, subject to the following:

a) Licensor shall provide a maximum of FIVE (5) days of training of the systems being licensed.

b) Licensor will provide appropriate operator manuals for each application system being licensed hereunder.

c) Licensor will provide on-site training in addition to that training set forth in (a) above, at the request of Licensee, at a rate of \$1,000.00 per day plus expenses.

8. **ACCEPTANCE.** Use of the software being licensed hereunder by Licensee following completion of the training specified in ¶7 above, shall constitute acceptance by Licensee of said software. Licensor will have an understanding by Licensee (either written or verbal) of the final specifications for the software provided to the Licensee. Licensee shall provide Cott notice (either written or verbal) that it has the complete understanding of the software products provided.

9. **MODIFICATION, MAINTENANCE, ETC. OF APPLICATION SOFTWARE.**

a) Following acceptance by Licensee, Licensor will modify or alter the standard application software to conform to local procedures of Licensee provided only that a major "rewrite" (in the sole discretion and judgment of Licensor) is not necessary. In the event that a major "rewrite" is necessary, Licensor shall submit to Licensee a proposal of the expense involved in such action. Licensee shall thereafter determine whether to proceed with the "rewrite".

b) Licensor will maintain the application software as originally installed and accepted along with any operational improvements to permit the system to operate more efficiently throughout the term of this Agreement and any extensions thereof, so long as the equipment and operating software are maintained by the manufacturer of the equipment.

c) Licensor shall inform Licensee of all major system enhancements as developed and associated costs of the same during the term of this license. In the event that Licensee desires to enter into an agreement to acquire said enhancements, such shall be the subject of a separate agreement.

d) Any changes or enhancements requested by Licensee after approval of final specifications by Licensee shall be provided by Licensor at the current hourly rate for performing the enhancements or modifications as requested.

10. **ADDITIONAL SOFTWARE.** Licensor and Licensee agree that an "addition" shall be defined as additional software for which the need was not specified in Exhibit "A". Licensor agrees that if an addition is requested by Licensee, Licensee shall have the option of:

a) Adding the addition to this Agreement without changing the term of the Agreement by factoring in the costs of such additional software over the unexpired term of the Agreement, or

b) Negotiating a new Agreement term for the additional software. If the additional software is not kept for the agreement periods as so negotiated, Licensee shall pay the full additional software costs factored in over the period of time which said software was actually used.

11. **PATENT AND COPYRIGHT INDEMNIFICATION.** Licensor will defend at its expense any action brought against the Licensee to the extent that it is based upon a claim that licensed programs infringe a copyright in the United States or United States patent, subject to limitation of liability stated herein. Licensor will pay any costs and damages finally awarded against the Licensee in such action which are attributable to such claim, provided that Licensee notifies Licensor promptly in writing of the claim and Licensor is given the opportunity of fully participating in the defense and/or agrees to any settlement of such claim. In the event that Licensee, as a result of a dispute regarding a proprietary right, is required to cease using the software (other than by reason of a temporary restraining order), Licensor shall either (i) modify the software so that Licensee's use hereunder ceases to be infringing or wrongful, or (ii) procure for Licensee the right to continue using the software. If, after reasonable efforts, Licensor is unable to achieve either (i) or (ii) above, either party shall have the right to terminate this Agreement upon ten (10) days written notice to the other.

12. **WARRANTY.** The licensed program will conform to Licensor's published Operator Manual shipped to Licensee. Sample data may be shipped with such licensed program to assure that the Licensee has received a valid copy. Such licensed program is distributed on an "as is" basis without warranty, except that Licensor will correct any deficiency in application software within thirty (30) days of notification by Licensee.

13. **LIMITATION OF LIABILITY.** THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Licensor will not be liable for any loss profits, or for any claim or demand against the Licensee by any other party, except a claim for patent or copyright infringement as provided herein. No action regardless of form arising out of the transactions under this Agreement may be brought by either party more than one year after the cause of action has accrued, except that an action for nonpayment may be brought within one year after the date of last payment.

IN NO EVENT WILL LICENSOR BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. **CONTINGENCY OF WARRANTY.** The warranty provided for above is expressly contingent upon proper use and application of software in accordance with the user manual and does not apply if the software is modified or adjusted by anyone other than Licensor's authorized representatives. Said warranty shall not apply if the modification, adjustment or replacement of the software is required wholly or partially because of accidents, neglect or improper operating conditions. In addition, the warranty shall not cover malfunctions caused by defects in Licensee's associated equipment, software, terminals or networks.

15. **ASSIGNMENT** Licensee may not assign or transfer its rights or obligations under this Agreement except in connection with the transfer of substantially all of the assets or equity interest of Licensee without the prior written consent of Licensor. Licensor shall have the right to assign or transfer this Agreement or any of its interest herein (including without limitation rights and duties of performance) to any parent, subsidiary, or affiliate of Licensor or to any entity acquiring controlling equity interest in Licensor or acquiring substantially all of the assets of Licensor relating to the line of business represented by the software.

16. **NON-APPROPRIATION OF FUNDS.** If insufficient funds are available in the Lessee's budget for the next Budget Year to make the rental payments for the next Renewal term, then Lessee shall have the option to non-appropriate the funds to pay the rental payments for the next renewal term. If Lessee chooses this option, then all obligation to the Lessee under this Agreement regarding Rental Payments for all remaining renewal terms shall be terminated at the end of the next renewal term without penalty or liability to the Lessee of any kind. Lessee shall immediately notify the Lessor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Lessor may enter premises where the equipment is located and take possession of the equipment and charge Lessee for costs incurred.

## 17. **GENERAL PROVISIONS**

a) **Unenforceable Terms.** In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall be valid and enforceable according to its terms.

b) **Governing Law.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of South Carolina. Neither party shall be deemed to be the author of this Agreement.

c) **Entire Agreement.** This Agreement, together with its exhibits, constitute the entire understanding and agreement between the parties and there shall be no modifications, alterations, or changes in the absence of a writing signed by both parties.

d) **Headings.** The subject headings of the various paragraphs are for purposes of convenience only and shall not be taken into consideration in interpreting the provisions of this Agreement.

e) **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

f) **Binding Effect.** This Agreement shall be binding on and shall inure to the benefit of the parties, their respective legal representatives, successors and assigns.

g) **Waiver.** No failure of Licensor to exercise any power or right given Licensor hereunder, or to insist upon strict compliance by Licensee of any obligation hereunder and no custom or practice of the parties

at variance with the terms hereof shall constitute a waiver of Licensor's right to demand exact compliance with the terms hereof.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement with effective date as set forth above.

LESSOR

COIT SYSTEMS, INC

By: \_\_\_\_\_  
Eric H. Foreman

Its: \_\_\_\_\_  
Vice-President, Sales

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

LESSEE

COUNTY OF OCONEE, SOUTH CAROLINA

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_



**EXHIBIT "A"**

**COMPUTER SOFTWARE PROGRAM**

**1. Cott Imaging System w/Integration**

12 Search

**2. 3<sup>rd</sup> Party Software**

Microsoft Windows NT 4.0 (25 User)

Daeja Viewone

Lead Tools (Processor)

Microsoft ODBC/32

Microsoft 2000 SQL Server (25 User)

Cott Imaging Tools

Backup Exec

**3. Software Server**

Internet Consultation

Install Network

**EXHIBIT "B"**

**LOCATION OF LICENSE USAGE**

**CPU Type/Serial No.**

NETSERVER LC2000 PIII/866 - 128MB

**Location**

County of Oconee, SC  
Register of Deeds  
415 S. Pine Street  
Walhalla, SC 29691



EXHIBIT "C"

SCHEDULE OF LICENSE AND SOFTWARE SUPPORT PAYMENTS

TOTAL MONTHLY SOFTWARE LEASE	\$1,762.00
TOTAL MONTHLY SOFTWARE LICENSE & SUPPORT	\$ 982.00