

A M E N D E D A G E N D A

OCONEE COUNTY COUNCIL MEETING - TUESDAY, JUNE 7, 1994

7:00 PM

1. Call to Order
2. Invocation
3. Approval of Minutes of Regular Meeting Held May 17, 1994
4. Approval of Minutes of Special Meeting Held May 24, 1994
5. Request for Additional Funds in the School District Budget - Mr. Buddy Herring, Interim Superintendent of Education
6. Discussion and Consideration of Ordinance 94-5, "Oconee County Land Use Plan" - Mr. Jay Talbert, Talbert & Bright, Inc. & Mr. Dale Holland, Holland Consulting Planners, Inc.
7. Discussion and Consideration of Ordinance 94-6, "Clemson-Oconee County Airport height Limitation and Land Use Compatibility Ordinance" - Mr. Jay Talbert, Talbert & Bright, Inc. & Mr. Dale Holland, Holland Consulting Planners, Inc.
7. Consideration of Request to Use Funds from Maintenance on Equipment to Upholster Office Furniture - Sheriff James Singleton
8. Consideration of DARE Grant for June 1, 1994 through June 30, 1995 - Sheriff James Singleton
8. Consideration of Request to Apply for Grant for Sewer Line on Highway 11 to Serve Valenite, Inc. - Mr. Robert Gaillard, Planning Commission Director
9. First Reading of Ordinance 94-7, "An Ordinance to Develop a Jointly Owned and Operated Industrial/Business park in Conjunction with Oconee County, Such Industrial/Business Park to be Geographically Located in Williamsburg and Oconee Counties and Established Pursuant to South Carolina Code of Laws of 1976 Section 4-1-170, Et Sequitor, as Amended; to Provide for a Written Agreement with Williamsburg County providing for the Expenses of the Park, the Percentage of Revenue Application, and the Distribution of Fees in Lieu of An Valorem Tax to the Counties and Relevant Taxing Entities; and, to Provide that

Jobs Tax Credits Allowed by Law be Provided For Industries Locating in Said Park, and to Permit a User Fee in Lieu of Ad Valorem Taxation in Title Only

10. Consideration of Recommendation of ATAX Committee for the Following Expenditures:
 - Oconee Community Theater - \$3,660
 - Oconee Community Theater - \$1,700
11. Consideration of Authorization to Expend Funds in the Blue Ridge Arts Salary Line Item - Mr. Ernie Hesterberg, Arts Commission Chairman
12. Consideration of Transfer for Clerk of Court -Mrs. Sallie Smith, Clerk of Court
13. Consideration of Transfers for Board of Registration - Mrs. Bonnie Moses, Chairman
14. Consideration of Transfer for Library - Mrs. Martha Baily, Director
15. Consideration of Performance Contract for Library - Mrs. Martha Baily, Director
16. Consideration of Transfers for Law Enforcement Center - Mr. Bob Busch, Director
17. Consideration of Request to Purchase Hose Nozzles for Rural Fire - Mr. Dewitt Mize, Fire Marshal
18. Consideration of Transfers for PRT - Mr. Alex James, Director
19. Consideration of Transfer for Coroner - Mr. Karl Addis, Coroner
20. Consideration of Renewal of Contract for Drilling & Blasting - Ms. Marianne Dillard, Purchasing Director & Mr. Tommy Crumpton Rock Crusher Director
21. Consideration of Transfer for Personnel Office - Mrs. Merle Orr, Personnel Coordinator
22. Consideration of Bids for Computer for Personnel Office - Ms. Marianne Dillard, Purchasing Director & Mrs. Merle Orr, Personnel Coordinator

AGENDA

June 7, 1994

23. Consideration of Bids for Radio Maintenance - Ms. Marianne Dillard, Purchasing Director
24. Consideration of Bids for Computer for 911 Office - Ms. Marianne Dillard, Purchasing Director & Mr. Buddy Hawk, 911 Coordinator
25. Consideration of Bids for Stormwater Sampling & Analysis - Ms. Marianne Dillard, Purchasing Director & Mr. Jack Hirst, CCS Director
26. Consideration of Request to Purchase Soil for Seneca Landfill - Mr. Jack Hirst, CCS Director
27. Consideration of Bids for Road Paving - Ms. Marianne Dillard, Purchasing Director & Mr. Norman D. Crain, Supervisor
28. Consideration of Insurance Reimbursement for Public Buildings - Ms. Marianne Dillard, Purchasing Director
29. Appointment of Selection Committee to Review Request for Qualifications for a Grants Administrator and/or Construction Manager for Grant for Tornado Victims - Mr. Norman D. Crain, Supervisor
30. Consideration of Consent Order by and Between the South Carolina Department of Health & Environmental Control & Anderson, Oconee and Pickens Counties Regarding the Regional Landfill and Resource Recovery Research Park
31. Consideration of Agreement Between the SC Appalachian Council of Governments and Anderson, Oconee & Pickens Counties
32. Consideration of Intergovernmental Agreement Between Anderson, Oconee & Pickens Counties
33. Consideration of Advertisement for Proposals for Consulting Services to Anderson, Oconee & Pickens Counties and Certification to SC DHEC for a Multi-County Regional Solid Waste management Complex
34. Consideration of Transfer for the Supervisor's Office - Mr. Norman D. Crain, Supervisor
35. Consideration of Transfer for County Council Office - Mrs. Opal Green, Council Clerk

Page 4

AGENDA

June 7, 1994

36. Third & Final Reading of Ordinance 94-4, "1994-95
Oconee County Budget Ordinance"
37. Old Business
38. New Business
39. Adjourn

*****6:45*** Administrative Briefing
(All Meetings Open to Public)**

MEMBERS, OCONEE COUNTY COUNCIL

Mrs. M. Fran Burrell, District I Mr. Harrison E. Orr, District II
Mr. Michael E. Harper, District III Mr. Roy B. Strickland, District IV
Mr. Alton K. Williams, District V

MINUTES, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held Tuesday, June 7, 1994 at 7:00 pm in Council Chambers with all Council Members and the County Attorney present.

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

Press

Members of the press present: Dick Mangrum - WGOG Radio, Ashton Hester - Keowee Courier Kathleen Stoll - Anderson Independent, John Alexi - Northland Cable & Allen Bowie - Greenville News.

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

Call to Order

The invocation was given by Mr. Orr.

Invocation

Mrs. Burrell made a motion, seconded by Mr. Williams, approved 5 - 0 that the minutes of the regular meeting held May 17, 1994 be adopted as printed.

Minutes
(5/17/94)

Mr. Orr made a motion, seconded by Mr. Strickland, approved 5 - 0 that the minutes of the special meeting held May 24, 1994 be adopted as printed.

Minutes
(5/24/94)

Mr. Buddy Herring, Interim Superintendent of Education & Mr. Jerry Lee, Chairman, Oconee County School Board, addressed Council regarding the 1994-95 budget request.

School Budget

Mr. Herring informed Council the School District would receive the following funds in the 1994-95 fiscal year:

\$15,782,872	State Funds
24,746,538	County Funds
1,572,588	From Fund Balance
539,821	Other Local Funds
\$42,641,819	Total Funds

Although state funding has decreased from to \$17,228,000 in the 1993-94 fiscal year to \$15,782,872 in the 1994-95 fiscal year, county funding has increased from \$23,715,025 in the 1993-94 fiscal year to \$24,746,538 in the 1994-95 fiscal year.

Mr. Herring asked that Council appropriate \$1,150,291 in additional funds to the School District to fully fund their budget needs of \$43,792,110.

After discussion, Mr. Herring & Mr. Lee expressed appreciation to Council for listening to their budget appeal.

Mr. Jay Talbert, Talbert & Bright, Inc. and Mr. Dale Holland, Holland Consulting Planners, Inc. gave a brief overview of the draft land use plan for Oconee County.

Land Use

Mr. Cain, County Attorney, advised that prior to first reading of such an ordinance that it be reviewed in more detail and legal issues be addressed to include whether we want or need to refer this plan to an existing commission or create a new planning commission to review and recommend the plan to full Council.

Mr. Talbert & Mr. Holland then gave a brief overview of the draft "Clemson-Oconee County Airport Height Limitation and Land Use Compatibility Ordinance".

Mr. Cain again advised that prior to first reading of the ordinance it be reviewed and legal issues be addressed.

At the request of Sheriff Singleton, Mr. Strickland made a motion, seconded by Mr. Harper, approved 5 - 0 that the attached DARE Grant in the amount of \$28,855 be adopted.

Sheriff

Also, at the request of Sheriff Singleton, Mr. Orr made a motion, seconded by Mr. Harper, approved 5 - 0 that the Sheriff's Department be allowed to use \$3,000 in maintenance on equipment to upholster furniture in the Sheriff's Department.

The request to apply for a grant for a sewer line to serve Valenite, Inc. was postponed at the request of Mr. Robert Gaillard, Planning Director.

Sewer
Line

Mr. Harper made a motion, seconded by Mr. Williams, approved 5 - 0 that Ordinance 94-7, "An Ordinance to Develop a Jointly Owned and Operated Industrial/Business Park in Conjunction with Oconee County, Such Industrial/Business Park to be Geographically Located in Williamsburg and Oconee Counties and Established Pursuant to South Carolina Code of Laws of 1976 Section 4-1-170, Et Sequitor, as Amended; to Provide for a Written Agreement with Williamsburg County Providing for the Expenses of the Park, the Percentage of Revenue Application, and the Distribution of Fees in Lieu of Ad Valorem Tax to the

Ord. 94-7

Counties and Relevant Taxing Entities; and, to Provide that Jobs Tax Credits Allowed by Law be Provided for Industries Locating in Said Park, and to Permit a User Fee in Lieu of Ad Valorem Taxation" be adopted on first reading in title only.

Upon recommendation of Mr. Ernst Hesterberg, Vice Chairman, ATAX Committee, Mr. Harper made a motion, seconded by Mr. Strickland, approved 5 - 0 that the Oconee Community Theater, Inc. be awarded two ATAX Grants, one in the amount of \$3,660 and one in the amount of \$1,700. (See attached)

ATAX
Committee

At the request of Mr. Ernst Hesterberg, Arts Commission Chairman, Mr. Strickland made a motion, seconded by Mr. Harper, approved 4 - 1 (Mr. Williams voting against) to allow the Arts Commission to reimburse the Blue Ridge Arts Association for salary payments that have already been expended.

Arts

Also, at the request of Mr. Hesterberg, Mr. Strickland made a motion, seconded by Mr. Harper, approved 5 - 0 that the attached transfer for the Arts Commission be adopted.

(Transfer)

Mr. Strickland made a motion, seconded by Mr. Harper, approved 5 - 0 that the attached transfer for the Clerk of Court be adopted.

Clerk of
Court
(Transfer)

Mr. Strickland made a motion, seconded by Mr. Harper, approved 5 - 0 that the attached transfers for the Board of Registration be adopted.

Bd. of Reg.
(Transfers)

Mr. Harper made a motion, seconded by Mrs. Burrell, approved 5 - 0 that the attached transfer for the Library be adopted.

Library
(Transfer)

Mr. Harper made a motion, seconded by Mr. Williams, approved 5 - 0 that the attached performance contract for the Library be adopted.

Performance
Contract

Mr. Strickland made a motion, seconded by Mr. Williams, approved 5 - 0 that the attached transfer for the Law Enforcement Center be adopted.

LEC
(Transfer)

At the request of Mr. Dewitt Mize, Rural Fire Marshal, Mr. Strickland made a motion, seconded by Mrs. Burrell, approved 5 - 0 that Rural Fire be allowed to purchase one (1) hose nozzle for each fire station at a total cost of \$6,300 from line item 10 005 00150 000840.

Rural
Fire

Also at the request of Mr. Mize, Mr. Orr made a motion, seconded by Mr. Strickland, approved 5 - 0 that Rural Fire be allowed to use \$512 from line item 10 005 00150 00024 to purchase sixty (60) feet of one (1) inch coax line, splicer and labor for the communications equipment.

Mr. Strickland made a motion, seconded by Mr. Williams, approved 5 - 0 that the attached transfers for Rural Fire be adopted. (Transfer)

Mr. Strickland made a motion, seconded by Mr. Williams, approved 5 - 0 that the attached transfers for PRT be adopted. PRT (Transfers)

At the request of Mr. Alex James, PRT Director, Mr. Harper made a motion, seconded by Mr. Williams, approved 5 - 0 that \$500 be taken from contingency and placed in line item 10 018 00150 01832 for the remainder of this fiscal year. (Cont'cy)

Mr. Orr made a motion, seconded by Mr. Harper, approved 5 - 0 that the attached transfer for the Coroner's Office be adopted. Coroner (Transfer)

At the request of Mr. Karl Addis, Coroner, Mr. Orr made a motion, seconded by Mr. Strickland, approved 5 - 0 that Mr. Addis be allowed to use \$450 in the 1993-94 schools, seminars and training line item to attend a school in September, 1994. School

Upon recommendation of Mr. Tommy Crumpton, Rock Crusher Director, & Ms. Marianne Dillard, Purchasing Director, Mr. Harper made a motion, seconded by Mr. Strickland, approved 5 - 0 that the contract by and between Oconee County and Piedmont Explosives for drilling and blasting at the Rock Crusher be renewed. The cost is \$.48.5 per ton. Rock Crusher

At the request of Mr. Crumpton, Mr. Orr made a motion, seconded by Mr. Strickland, approved 5 - 0 that the Rock Crusher be allowed to use \$450 in line item 017 054 00150 00025 to have to stock pile at the Rock Crusher surveyed as per SC DHEC regulations. Stock Pile Survey

Mr. Orr excused himself while the next two items were being discussed. (See attached statement)

Mr. Harper made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mr. Orr out of room) that the attached transfers for Personnel be adopted. Personnel (Transfers)

Upon recommendation of Mrs. Merle Orr, Personnel Coordinator & Ms. Marianne Dillard, Purchasing Director, Mr. Strickland made a motion, seconded by Mr. Harper, approved 4 - 0 (Mr. Orr temporarily out of room) that the bid for the computer for the Personnel Office be awarded to Ross Computer at a total cost of \$7,428.75. (See attached bid sheet) Computer

Upon recommendation of Ms. Marianne Dillard, Purchasing Director, Mr. Strickland made a motion, seconded by Mr. Harper, approved 5 - 0 that the bid for radio maintenance be awarded to Morris Communications who was the only bidder at a total cost of \$19,338 per year. (See attached bid sheet)

Radio
Maintenance

Upon recommendation of Mr. Buddy Hawk, 911 Coordinator & Ms. Marianne Dillard, Purchasing Director, Mr. Harper made a motion, seconded by Mrs. Burrell, approved 5 - 0 that the bid for the computer for 911 be awarded to Advanced Electronics who was low bid at \$5,528.25. (See attached bid sheet)

911
(Computer)

Mr. Strickland made a motion, seconded by Mrs. Burrell, approved 5 - 0 that the 911 Office be allowed to use \$650 in operational funds to move the fence at their office sixteen (16) feet.

(Fence)

Upon recommendation of Mr. Jack Hirst, CCS Director and Ms. Marianne Dillard, Purchasing Director, Mr. Strickland made a motion, seconded by Mrs. Burrell, approved 5 - 0 that the bid for collection and analysis of storm water be awarded to Texidyne, Inc. who was low bid at \$6,300. (See attached bid sheet)

CCS
(Storm
Water
Bid)

Also at the request of Mr. Hirst, Mr. Strickland made a motion, seconded by Mrs. Burrell that the attached transfers be adopted to purchase soil for the daily cover at the Seneca Landfill.

(Transfers)

Mr. Harper made a motion, seconded by Mr. Williams, approved 5 - 0 that the CCS Department be allowed to use \$126 in operational funds to purchase a battery powered back up system for the computer at the scale house at Seneca.

(Back-up)

Mr. Harper made a motion, seconded by Mr. Strickland, approved 5 - 0 that the Solid Waste Advisory Council remain active.

Advisory
Council

Upon recommendation of Ms. Marianne Dillard, Mr. Harper made a motion, seconded by Mr. Strickland, approved 5 - 0 that the bid for road paving be awarded to F & R Asphalt who was low bid at \$29.35 per ton for recapping. (See attached bid sheet for cost of new work per roadway)

Road
Pave Bid

The total estimated cost of the work to be done is \$1,661,014.06 including paving of the Picket Post Fire Department, Cross Roads Fire Department, Keowee-Ebenezer Fire Department and South Cove Park.

Mr. Crain has again been assured that Oconee County is going to receive \$300,000 in "C" funds, if the county does indeed, receive these funds, a portion of the roadways to be recapped will be done with the "C" funds and county funds will be used for roadways not on the tentative listing. (See attached tentative listing of roadways to be recapped)

At the request of Ms. Dillard, Mr. Orr made a motion, seconded by Mrs. Burrell, approved 5 - 0 that an insurance reimbursement in the amount of \$363.97 be credited to line item 10 026 00220 10101 for a window at the Library.

Insurance
Reimburse

Mr. Crain informed Council there would be a public hearing for the CDBG Grant for tornado victims Wednesday, June 8, 1994 at 10:00 am in Council Chambers.

Public
Hearing

Upon recommendation of Mr. Crain, Mr. Strickland made a motion, seconded by Mr. Harper, approved 4 - 0 (Mrs. Burrell abstaining) that the following persons be appointed to a Selection Committee to review the Requests for Qualifications for a Grants Administrator and/or Construction Manager for the CDBG Grant for the tornado victims:

Selection
Committee

Mr. Alan Horn, Emergency Preparedness Drt.
Mr. Roger Williams, Assessor
Ms. Marianne Dillard, Purchasing Director
Mrs. Fran Burrell, Council Representative
Mr. Frank Galloway, Retired Builder

Mr. Cain, County Attorney, read the attached four (4) documents into the county records:

Regional
Landfill

Consent Order By and Between the South Carolina Department of Health & Environmental Control and Anderson, Oconee & Pickens Counties Regarding the Regional Landfill and Resource Recovery Research Park

Agreement Between the SC Appalachian Council of Governments and Anderson, Oconee & Pickens Counties

Intergovernmental Agreement Between Anderson, Oconee & Pickens Counties

Advertisement for Proposals for Consulting Services to Anderson, Oconee & Pickens Counties and Certification to SC DHEC for a Multi-County Regional Solid Waste Management Complex

Mr. Harper made a motion, seconded by Mr. Strickland, approved 5 - 0 that all four (4) of these documents be adopted and that Mr. Crain execute these documents on behalf of Oconee County at Tri County Technical College on June 8, 1994.

Mr. Strickland made a motion, seconded by Mr. Williams, approved 5 - 0 that the attached transfers for the Supervisor's Office be adopted.

Supervisor
(Transfers)

Mr. Strickland made a motion, seconded by Mrs. Burrell, approved 5 - 0 that the attached transfer for County Council be adopted.

Council
(Transfer)

Mr. Williams made a motion, seconded by Mr. Strickland that Ordinance 94-4, "1994-95 Oconee County Budget Ordinance" as amended be adopted on third and final reading.

Ord. 94-4

Mr. G. N. Hunnicutt, Finance Director, informed Council of corrections that had been made since the second reading of the budget. (see attached)

Mr. Harper made a motion, seconded by Mr. Strickland, approved 5 - 0 that the budget be amended as per attached Section 9 regarding transfers.

Mr. Crain asked if there was a motion to amend the school district request by an additional \$1,100,000 as requested by the district. However, no motion was made.

Mr. Crain then asked if there was a motion to amend the school district budget by any amount, however no motion was received.

Ordinance 94-4, as amended, was then adopted
5 - 0.

Mr. Cain, County Attorney, informed Council that the Department of Commerce, Division of Aeronautics had a telephone conference call regarding Eagle Ridge Airport on May 31, 1994. Mr. Cain further informed Council he received notice of the proposed conference call on May 27, 1994 and he faxed a letter to the Attorney General's Office representing that commission requesting they have their meeting in a regular session open to the public and the county and objecting to a telephone conference call.

Aeronautics

The conference call was held and as a result of this conference call, he understands there is some type of document that was issued, but he has not seen it. Mr. Cain has also requested a copy of the minutes and he will inform Council of the action taken when he receives those.

Council Members were given a copy of the Indoor Air Quality Preliminary Assessment for the Oconee County Courthouse Basement prepared by Goldie & Associates.

Tax Center

The Purchasing, Contracting, Real Estate, Building & Grounds Committee scheduled a meeting June 22, 1994 at 10:00 am in Council Chambers to discuss this matter.

Committee Meets

The Personnel & Intergovernmental Committee scheduled a meeting Tuesday, July 5, 1994 at 5:00 pm to discuss the draft "Oconee County Land Use Plan" and the "Clemson-Oconee County Airport Height Limitation and Land Use Compatibility Ordinance"

Mr. Williams made a motion, seconded by Mr. Orr, approved 5 - 0 that the following offices be allowed to participate in the Summer Youth Employment & Training Program:

SHARE

- Veterans Affairs Office
- Probate Court
- PRT
- Oconee Libraries
- Lunney Museum

(See attached letter)

Mr. Crain referred the attached request for educational assistance from Thelma Miller, Administrative Assistant, Planning Commission, to the Personnel & Intergovernmental Committee.

Personnel Request

This will also be discussed at the July 5th meeting.

* Mr. Williams made a motion, seconded by Mr. Williams, approved 5 - 0 that the County rent the offices of Alexander S. Macaulay for the Resident Judge of the Tenth Judicial Circuit at \$800 per month. (See attached letter)

Tenth Judicial Offices

Adjourn: 11:15 pm

Norman D. Crain
Supervisor-Chairman
Oconee County Council

*Mr. Williams made a motion, seconded by Mr. Strickland, approved 5 - 0 that the motion to rent the offices of Alexander S. Macaulay be amended that Mr. Williams made the motion, seconded by Mr. Strickland.

**SCHOOL DISTRICT OF OCONEE COUNTY
DISTRICT OFFICE EMPLOYEES, SALARIES, AND FRINGE**

	G/F FTE	OTHER FTE	TOTAL FTE	GEN.FUND SALARY/FRG	PROJECT SALARY/FRG	TOTAL SALARY/FRG
Professionals (Bachelors, Masters, and/or Phd Degrees)	16.25	9.75	26.00	\$888,874.96	\$536,474.70	\$1,425,349.66
Classified (Non-degreed)	24.30	8.70	33.00	\$516,112.47	\$162,949.17	\$679,061.64
TOTAL	40.55	18.45	59.00	\$1,404,987.43	\$699,423.87	\$2,104,411.30

**SCHOOL DISTRICT OF OCONEE COUNTY
HISTORY OF REVENUE COLLECTIONS – ALL SOURCES
FY90 TO FY94**

	FY90	FY91	FY92	FY93	FY94 (BUDGET
LOCAL TAXES:					
Current Taxes	\$13,694,564	\$15,749,988	\$16,249,884	\$22,550,157	\$22,978,000
Delinquent Taxes	589,747	697,230	662,151	860,850	425,000
SUBTOTAL TAXES	\$14,284,311	\$16,447,218	\$16,912,035	\$23,411,007	\$23,403,000
OTHER GENERAL FUND:					
Other Local	760,651	686,085	561,153	596,139	525,000
State – General Fund	14,104,549	14,933,715	14,866,542	16,631,397	15,302,510
National Forest transfer	176,003	149,367	126,089	188,281	188,280
EIA Transfer	1,831,189	1,738,943	1,699,097	1,680,640	1,680,640
Federal Transfer	74,913	27,950	60,565	27,522	56,570
SUBTOTAL OTHER	\$16,947,305	\$17,536,060	\$17,313,446	\$19,123,979	\$17,753,000
TOTAL GENERAL FUND	\$31,231,616	\$33,983,278	\$34,225,481	\$42,534,986	\$41,156,000
SPECIAL REVENUE PROJECTS:					
Other local spec.rev.proj.	50,435	40,628	45,588	175,495	354,030
Other state spec.rev.proj.	2,950,678	3,109,254	3,062,464	2,749,414	2,841,082
Other fed.spec.rev.proj.	1,872,302	2,455,311	2,527,950	2,780,957	2,758,650
TOTAL PROJECTS	\$4,873,415	\$5,605,193	\$5,636,002	\$5,705,866	\$5,953,762
TOTAL REVENUES	\$36,105,031	\$39,588,471	\$39,861,483	\$48,240,852	\$47,109,762



S.C. DEPARTMENT OF PUBLIC SAFETY

ADMINISTRATIVE, FINANCIAL SERVICES AND SAFETY DIVISION

May 20, 1994

Mr. Norman D. Crain
Supervisor
Oconee County
208 Booker Drive
Walhalla, South Carolina 29691

RE: Drug Control and System Improvement Grant No. 1F94010
Project D.A.R.E.

Dear Mr. Crain:

Enclosed are two copies of the grant award approved by this office in the amount of \$28,855.00 on May 20, 1994. In order to complete the contract for this award, it is necessary that the official authorized to sign the application sign one copy of the award and return it with an original signature within 30 days from the date of this award. The signed copy should be sent to:

Mr. Charles H. Ayer, Deputy Director
Office of Grants Administration
1205 Pendleton Street, Room 467
Columbia, South Carolina 29201

Also enclosed are copies of the Grant Fiscal Report and Progress Report Forms for the above grant. These reports should be completed for each calendar quarter ending date and are due 30 days after the end of the quarter. The first reports for this award are due October 31, 1994, for the quarter ending September 30, 1994. The Final Progress and Fiscal Reports are due 30 days after the end of the project duration date. Quarterly and final reports should be submitted to Mr. Charles H. Ayer at the above address.

Sincerely,

Burke O. Fitzpatrick, Administrator
Office of Safety and Grant Programs

BOF:ka
Enclosures

cc: Bill Collier
Ernie Euler
Project Director

OFFICE OF SAFETY AND GRANT PROGRAMS
Edgar A. Brown Building • 1205 Pendleton Street • Columbia, S.C. 29201
Telephone: (803) 734-0425

DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM GRANT APPLICATION

11/93

FOR STATE FUNDING AGENCY (SFA) USE ONLY

Grant #: _____ Award Date: _____ Org. Type L Adv/Reimb: R
 Prior Grant #1: 1F940213 #2: _____ #3: _____ #4: _____
 Pre-App #: 1F94021C Agency Code: 0613 Monitor Code: LS6
 Fiscal Year: 93 Fund Type: F Fund Year: 3 Program Area: L01

TO BE COMPLETED BY PROJECT DIRECTOR -- SEE INSTRUCTIONS

1. District #: 01 County #: 37 2. Grant Period:
 County Name: Oconee Begin: 6/1/94 End: 6/30/95

3. Project Title: Project D.A.R.E. - 3rd year

4. Project Summary: Comprehensive seventeen week program to build resistance skills

5. Type of Application (Check Applicable Line)

A. _____ Initial X Continuation B. Year of Funds: ___ 1st ___ 2nd X 3rd ___ 4th ___ 5th
 _____ Revision C. _____ Advance X Reimbursable

6. A. Organization Type: (Check Applicable Line)

_____ State _____ City X County
 _____ Other (Specify): _____

B. U.S. Congressional District: Third

7. Name and Address of Implementing Agency:

Oconee County Sheriff's Dept.
208 Booker Drive/Co. Mail Room
Walhalla, SC

10 Digit Zip: 29691 Phone No.: 638-4117

COMPLETE PAGES 2-4 BEFORE COMPLETING THIS SECTION

8. BUDGET: USE WHOLE DOLLARS ONLY! (For Example: \$1,500 NOT \$1,500.00)

A. BUDGET CATEGORIES		GRANTOR	AGENCY MATCH	TOTAL
Personnel	<u>A321</u>	<u>25,573</u>	<u>8,525</u>	<u>34,098</u>
Consultants	<u>A331</u>			
Travel	<u>A341</u>	<u>2,482</u>	<u>828</u>	<u>3,310</u>
Equipment	<u>A351</u>			
Renovation/Constr.	<u>A361</u>			
Other	<u>A371</u>	<u>800</u>	<u>267</u>	<u>1,067</u>
TOTAL:		<u>28,855</u>	<u>9,620</u>	<u>38,475</u>
B. PERCENTAGE:		<u>75</u> %	<u>25</u> %	<u>100</u> %

9. APPROPRIATION OF NON-GRANTOR MATCHING FUNDS: _____ State X County _____ City

_____ Other (Explain): _____

LE PAGES 3 AND 4 BEFORE COMPLETING THIS PAGE

USE WHOLE DOLLARS ONLY

PERSONNEL (Note: Combine Fringe Benefits with Salary)

Description	Detail Code	Quantity	Grantor Amount
D.A.R.E. Officer		1	25,573 .00
			.00
			.00
			.00
1			.00
1			.00
* PERSONNEL TOTAL			25,573 .00

EQUIPMENT

Description	Detail Code	Quantity	Grantor Unit Cost	Grantor Total Cost
451			.00	.00
45			.00	.00
A451			.00	.00
A451			.00	.00
A451			.00	.00
A451			.00	.00
A451			.00	.00
* EQUIPMENT TOTAL (Multiply each unit price by the quantity)				.00

OTHER

Description	Detail Code	Grantor Amount
A471 D.A.R.E. Supplies		800 .00
A471		.00
A471		.00
A471		.00
A471		.00
A471		.00
71		.00
* OTHER TOTAL		800 .00

* TOTAL AMOUNT MUST AGREE WITH THE GRANTOR AMOUNT ON PAGE 1

CATEGORIES	GRANTOR	MATCHING FUNDS		TOTAL																																																								
		CASH	IN-KIND																																																									
I. PERSONNEL																																																												
A. SALARIES:																																																												
<table border="0"> <tr> <td><u>Position Title</u></td> <td><u>Annual Salary Rate</u></td> <td>X</td> <td><u>% Time On Project</u></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>D.A.R.E. Officer</td> <td>24,942</td> <td></td> <td>100</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Deputy Sheriff (13 months)</td> <td></td> <td></td> <td></td> <td>18,706</td> <td>6,236</td> <td>N/A</td> <td>24,942</td> </tr> </table>	<u>Position Title</u>	<u>Annual Salary Rate</u>	X	<u>% Time On Project</u>					D.A.R.E. Officer	24,942		100					Deputy Sheriff (13 months)				18,706	6,236	N/A	24,942																																				
<u>Position Title</u>	<u>Annual Salary Rate</u>	X	<u>% Time On Project</u>																																																									
D.A.R.E. Officer	24,942		100																																																									
Deputy Sheriff (13 months)				18,706	6,236	N/A	24,942																																																					
TOTAL SALARIES:	18,706	6,236	N/A	24,942																																																								
B. FRINGE BENEFITS, EMPLOYER PORTION: (Itemize - i.e., FICA, Work. Comp., Retirement, etc.)																																																												
<table border="0"> <tr> <td><u>Description</u></td> <td><u>% Or Rate</u></td> <td>X</td> <td><u>BASE</u></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>FICA</td> <td>.0765</td> <td>X</td> <td>24,942</td> <td>1,431</td> <td>477</td> <td>N/A</td> <td>1,908</td> </tr> <tr> <td>Retirement</td> <td>.1070</td> <td>X</td> <td>24,942</td> <td>2,002</td> <td>677</td> <td></td> <td>2,669</td> </tr> <tr> <td>Health Insurance</td> <td>269.50 per month</td> <td>X</td> <td>13 mos</td> <td>2,627</td> <td>876</td> <td></td> <td>3,503</td> </tr> <tr> <td>Workers Compensation</td> <td>.0311</td> <td>X</td> <td>24,942</td> <td>582</td> <td>194</td> <td></td> <td>776</td> </tr> <tr> <td>Unemployment Ins.</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Other: <u>Clothing Allowance</u></td> <td>300 per year</td> <td></td> <td></td> <td>225</td> <td>75</td> <td></td> <td>300</td> </tr> </table>	<u>Description</u>	<u>% Or Rate</u>	X	<u>BASE</u>					FICA	.0765	X	24,942	1,431	477	N/A	1,908	Retirement	.1070	X	24,942	2,002	677		2,669	Health Insurance	269.50 per month	X	13 mos	2,627	876		3,503	Workers Compensation	.0311	X	24,942	582	194		776	Unemployment Ins.								Other: <u>Clothing Allowance</u>	300 per year			225	75		300				
<u>Description</u>	<u>% Or Rate</u>	X	<u>BASE</u>																																																									
FICA	.0765	X	24,942	1,431	477	N/A	1,908																																																					
Retirement	.1070	X	24,942	2,002	677		2,669																																																					
Health Insurance	269.50 per month	X	13 mos	2,627	876		3,503																																																					
Workers Compensation	.0311	X	24,942	582	194		776																																																					
Unemployment Ins.																																																												
Other: <u>Clothing Allowance</u>	300 per year			225	75		300																																																					
TOTAL FRINGE BENEFITS:	6,867	2,289	N/A	9,156																																																								
TOTAL PERSONNEL: (Salaries + Fringe)	25,573	8,525	N/A	34,098																																																								
II. CONTRACTUAL SERVICES: (Describe)																																																												
			N/A																																																									
TOTAL CONTRACTUAL SERVICES:			N/A																																																									
III. TRAVEL: (Itemize - include mileage, airline cost, lodging, food)																																																												
10,000 miles at .25	1875	625	N/A	2500																																																								
National D.A.R.E. Conference	607	203		810																																																								
TOTAL TRAVEL:	2,482	828	N/A	3,310																																																								

CATEGORIES	GRANTOR	MATCHING FUNDS		TOTAL
		CASH	IN-KIND	
V. EQUIPMENT: (Itemize - Do Not Use Brand Names. Include purchased items costing \$300 or more. Do NOT include leased or rented items.)			N/A	
TOTAL EQUIPMENT:			N/A	
V. RENOVATIONS/CONSTRUCTION: (Describe) NOTE: Construction projects are prohibited except when facilities to be constructed are State Correctional Institutions. (Planning funds for local facilities are allowable.)			N/A	
TOTAL RENOVATIONS/ CONSTRUCTION:			N/A	
VI OTHER: (Itemize - see instructions) D.A.R.E. Supplies	800	267	N/A	1067
TOTAL OTHER:	800	267	N/A	1067
TOTAL PROJECT COST:	28,855	9,620	N/A	38,475

BUDGET DESCRIPTION: Explain exactly how each item listed in your budget will be utilized. It is important that the necessity of these items, as they relate to the operation of the program, be established. (e.g., Travel - \$525: 2500 miles at \$0.21 per mile for drug enforcement officer, Rent - \$1,500: 150 square feet of office space for drug enforcement officer at \$10 per square foot.)

Personnel

One (1) D.A.R.E. Officer = \$24,942.00 - to implement elementary school D.A.R.E. program. This includes the officer's cost of living raise
 One (1) Fringe Benefit Package at \$9,156.00

24,942

9,156

34,098

Travel

Travel costs to provide transportation for D.A.R.E. Officer

National D.A.R.E. Conference 2,500

Round trip driving vehicle - 1000 miles at .25 = \$250.00

Registration Fee - \$125.00

Lodging - 5 nights at \$67.00 per night = \$335.00

Food - 25.00 per day for 4 days = \$100.00

810

Other

D.A.R.E. supplies - given to students to reinforce the concept of resistance to drugs - \$1,067

ORDINANCE NO.

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

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

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

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

SECTION I: Oconee County is hereby authorized to execute and deliver a written agreement to develop jointly an industrial and business park (the "Park") with Williamsburg County. The Park is to be located both within the boundaries of Oconee County and Williamsburg County. The form of the joint industrial park agreement (the "Agreement") is attached hereto and all terms of the Agreement are incorporated herein. The form, terms and provisions of the Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and the Administrator of the County be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreement in the name and on behalf of the County. The Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to

constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement now before this meeting.

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

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

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

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

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

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

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

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

Oconee County	100 %
---------------	-------

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

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

OCONEE COUNTY COUNCIL

By: Chairman, County
Council, Oconee County, South Carolina

ATTEST:

By: Clerk Oconee County, South Carolina

First Reading:
Second Reading:
Public Hearing:
Third Reading:

STATE OF SOUTH CAROLINA)	
)	AGREEMENT FOR DEVELOPMENT
COUNTY OF OCONEE)	FOR JOINT COUNTY INDUSTRIAL
)	PARK
COUNTY OF WILLIAMSBURG)	

THIS AGREEMENT for the development of a joint county industrial/ business park to be located both within Ocbnee County and Williamsburg County is made and entered into as of this ____ day of _____ 1994, by and between the County of Oconee and the County of Williamsburg, both political subdivisions of the State of South Carolina.

RECITALS

WHEREAS, Oconee County, South Carolina ("Oconee County"), and Williamsburg County, South Carolina ("Williamsburg County"), have determined that, in order to promote economic development and thus provide additional employment opportunities within both of said counties, there should be established in Oconee County and Williamsburg County, a Joint County Industrial and Business Park (the "Park"); and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from ad valorem taxation, but the owners or lessees of such property shall pay annual fees in an amount equal to that amount for which such owner or lessee would be liable except for such exemption; and

WHEREAS, Oconee County and Williamsburg County have agreed to accept responsibility for the costs of infrastructure, maintenance, management, promotional costs, and other appropriate costs associated with the establishment and operation of the Park;

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Oconee County and Williamsburg County, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(d), of the Constitution of South Carolina provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school

districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended ("Section 4-1-170"), satisfies the conditions imposed by Article VIII, Section 13(d), of the Constitution and provides the statutory vehicle whereby a joint county industrial park may be created.

3. Location of the Park.

(A) As of the date of this Agreement, the Park consists of property located in both Oconee County and Williamsburg County. The Park property located within Oconee County is hereinafter described in Exhibit "A" (the "Oconee Park"). The Park property located within Williamsburg County is hereinafter described in Exhibit "B" (the "Williamsburg Park"). It is specifically recognized that the Park will from time to time consist of non-contiguous properties. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of both Oconee County and Williamsburg County.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A or Exhibit B which shall contain a legal description of the boundaries of the Oconee Park or the Williamsburg Park, as enlarged or diminished, together with a copy of the ordinances of Oconee County Council and Williamsburg County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Oconee County Council and by Williamsburg County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by Oconee County Council or Williamsburg County Council depending upon the sites of the property. Notice of such public hearing shall be published in a newspaper of general circulation in Oconee County or Williamsburg County at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

(D) Notwithstanding the foregoing, for a period of ten (10) years commencing with the later of the effective date of this Agreement or the effective date of the expansion of the boundaries of the Park to include such parcel, the boundaries of the Park shall not be diminished so as to exclude therefrom any parcel of real estate without the consent of the owner and the Counties and, if applicable, lessee of such parcel; and this sentence of this Agreement may not be modified or deleted herefrom for a period of ten (10) years commencing with the effective date hereof, except as provided in Section 13 below.

4. **Fee in Lieu of Taxes.** Property located in the Park shall be exempt from ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount equivalent to the ad valorem property

taxes or other in-lieu-of-payments that would have been due and payable but for the location of such property within the Park.

5. **Allocation of Oconee Park Expenses.** Oconee County and Williamsburg County shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Oconee Park, in the following proportions:

A.	Oconee County	100%
B.	Williamsburg County	0%

6. **Allocation of Oconee Park Revenues.** Oconee County and Williamsburg County shall receive an allocation of all revenue generated by the Park through payment of fees in lieu of ad valorem property taxes or from any other source in the following proportions:

A.	Oconee County	99%
B.	Williamsburg County	1%

7. **Allocation of Williamsburg Park Expenses.** Williamsburg County and Oconee County shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Williamsburg Park, in the following proportions:

A.	Williamsburg County	100%
B.	Oconee County	0%

8. **Allocation of Williamsburg Park Revenues.** Williamsburg County and Oconee County shall receive an allocation of all revenue generated by the Park through payment of fees in lieu of ad valorem property taxes or from any other source in the following proportions:

A.	Williamsburg County	99%
B.	Oconee County	1%

9. **Revenue Allocation Within Each County.** Revenues generated by the Park through the payment of fees in lieu of ad valorem property taxes shall be distributed to Oconee County and to Williamsburg County according to the proportions established by Paragraph 6 and 8 respectively. Such revenue shall be distributed within Oconee County to the political subdivisions in Oconee County (hereinafter referred to as the "Oconee Participating Taxing Entities") in accordance with an ordinance to be adopted by Oconee County. Revenues received by Williamsburg County by way of fees in lieu of taxes shall be distributed by Williamsburg County to the political subdivisions of Williamsburg County (hereinafter referred to as the "Williamsburg Participating Taxing Entities") in accordance with an ordinance to be adopted by Williamsburg County.

10. **Fees in Lieu of Taxes Pursuant to Section 4-29-67, Code of Laws of South Carolina.** It is hereby agreed that the entry by Oconee County or Williamsburg County into any

one or more agreements pursuant to Section 4-29-67 with respect to property located within the Oconee Park or the Williamsburg Park and the terms of such agreements shall be at the sole discretion of the County in which the park site is located.

11. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation of the Oconee Participating Taxing Entities and the Williamsburg Participating Taxing Entities and for the purpose of computing the index of taxpaying ability of the School District of Oconee County pursuant to Section 59-20-20(3), Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Oconee Park and the Williamsburg Park to Oconee County and Williamsburg County shall be identical to the percentage established for the allocation of revenue to each of the counties pursuant to Paragraphs 7 and 9 respectively.

12. **Jobs Tax Credit Valuation.** For purposes of the regular jobs tax credit authorized by subsections of Section 12-7-1220 of the South Carolina Code, Oconee County is the county in which the permanent business enterprise is deemed to be located. Section 12-7-1220, Code of Laws of South Carolina, 1976, has been amended so as to provide an additional annual corporate income tax credit equal to Five Hundred Dollars (\$500.00) beyond the current jobs tax credit amount applicable for new jobs in Oconee County and Williamsburg for each new full-time job created in the Park.

13. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

14. **Termination.** Notwithstanding any provision of this Agreement to the contrary, Oconee County and Williamsburg County agree that this Agreement may not be terminated by either party for a period of twenty (20) years commencing with the effective date hereof.

**EXHIBIT A
LAND DESCRIPTION
OCONEE COUNTY**

**EXHIBIT B
LAND DESCRIPTION
WILLIAMSBURG COUNTY**

OCONEE COUNTY ATAX APPLICATION

Deadlines: October 1 March 1

Contact: For information and applications
S. J. Riddick, Chairman Oconee County ATAX Committee
8720 West Oak Highway
Seneca, SC 29678
803 - 972 - 9044

Ernst Hesterberg, Vice Chairman
15 Foremast Circle
Salem, SC 29676
803-944-1554

154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200

DEADLINE: October 1 _____ March 1 X

1. Name of applicant organization: Oconee Community Theatre, Inc.

2. Mailing address: P.O. Box 297

3. City: Seneca, SC 4. Zipcode: 29679-0297

5. Contact person: Evelyn S. Riddle

6. Title: Board Member 7. Telephone: 944-1398

8. Fax: n/a 9. Project name: (if applicable) Handicap Ramp Installation

10. Event starting date: immediate 11. Completion date: und

12. Application category: a. government entity: _____
b. city: _____ c. county: _____ d. cabinet: _____
e. non profit organization: X f. incorporation date: 10/11/77
g. eleemosynary organization under IRS code: 501(c)3 h. date of determination letter: 4/24/89
i. IRS number: 23-7228997

13. Total itemized project budget: should include the cost of the entire project and may be included on a separate sheet.

14. ATAX funds requested: \$3,660.00

15. Itemized budget for ATAX funds requested: _____

16. How will these funds be used? Construction of a concrete ramp with hand rails leading to the entrance of the theatre for the repair of steps and addition of handrails at the parking area level.

17. Is this a matching grant? No 18. Source: _____

19. Funds furnished by your group: _____

20. Description of project: Please see attached proposal.

(You may provide additional material, etc. on a separate sheet if necessary.)

21. Provide appropriate demographic data: 4200--5900 patron attend each show. Of these perhaps 15% are from out of state.

(Please provide estimates or actual attendance figures showing % of local, out of state, and over night guests will be attending the event.)

22. Who will benefit from this project? The patrons of the theatre at the present stage are crumbling dangerously. Handicapped patrons who at present have no readily accessible entrance.

23. How will this project influence tourism in Oconee County? It will improve the safety and the appearance of the theatre for all patrons and allow easy access for the handicapped. Brochure and advertisements placed in local establishments could indicate handicap accessibility thereby appealing to those tourists.

24. If possible, please provide material from a previous function. Balance sheets, flyers, promotional material would be appreciated.

I have read the attached guidelines for the Oconee County Accommodations Tax Fund, and do hereby agree to comply with all rules and regulations. I understand failure to comply may result in loss of funds for the project(s).

Signature: Eric S. Reed Date: 1/19/94
(Project Director)

Signature: Walter West Date: 1/19/94
(Administrative Official)

(FOR OFFICE USE ONLY)
application received by: _____ date: _____
review by ATAXIA Committee: date: _____ approved for: _____
submission to County Council: _____ date: _____ approved by
County Council: _____ date: _____ funds forwarded: _____

FROM

Hedist Home Improvement
150 Coosa Rd
W. Columbia, SC 29693

Proposal

Proposal No. *1*

Sheet No. *1*

Date

Feb 16/94

Proposal Submitted To	Work To Be Performed At
Name <i>Walter Taylor</i>	Street <i>Crabtree Dr</i>
Street <i>Golden Circle</i>	City <i>Sumter</i> State
City <i>Sumter</i>	Date of Plans
State	Architect
Telephone Number <i>803-3030</i>	

We hereby propose to furnish all the material and perform all the labor necessary for the completion of:

Hand designed plans for part of building
including the roof with insulation
Bathrooms to be built in accordance
to all codes attached

All materials guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Dollars *(\$ 3100.00)* with payments to be made as follows:

Pay on full completion.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

Respectfully submitted *Hedist Home Improvement*
Per *Walter Taylor*

Note --- This proposal may be withdrawn by us if not accepted within *30* days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted _____ Signature _____
Date _____ Signature _____

Proposal

Proposal No. 2

FROM *Herb's Home Improvement*
150 Cooper Rd
W. Administration, SC 29193

Sheet No. 1

Date *Feb 16/94*

Proposal Submitted To	Work To Be Performed At
Name <i>Margaret Tucker</i>	Street <i>Sand</i>
Street <i>W. Administration</i>	City _____ State _____
City <i>SC</i>	Date of Plans _____
State _____	Architect _____
Telephone Number <i>885-8030</i>	

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of *Repair steps and pour a concrete landing*
that shall be paid in center of steps

All material as guaranteed to be as specified and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of *Dollars \$ 560.00* with payments to be made as follows: *Payment full on Completion*

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance upon above work. Workmen's Compensation and Public Liability insurance on above work to be taken out by _____

Respectfully submitted *Herb's Home Improvement*
Per *Richard Coyle*

Note — This proposal may be withdrawn by us if not accepted within *30* days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted _____	Signature _____
Date _____	Signature _____

4.8 Ramps



Fig. 16

Components of a Single Ramp Run and Sample Ramp Dimensions

4.8.3 Clear Width. The minimum clear width of a ramp shall be 36 in (915 mm).

4.8.4 Landings. Ramps shall have level landings at bottom and top of each ramp and each ramp run. Landings shall have the following features:

(1) The landing shall be at least as wide as the ramp run leading to it.

(2) The landing length shall be a minimum of 60 in (1525 mm) clear.

(3) If ramps change direction at landings, the minimum landing size shall be 60 in by 60 in (1525 mm by 1525 mm).

(4) If a doorway is located at a landing, then the area in front of the doorway shall comply with 4.13.6.

4.8.5 Handrails. If a ramp run has a rise greater than 6 in (150 mm) or a horizontal projection greater than 72 in (1830 mm), then it shall have handrails on both sides. Handrails are not required on curb ramps or adjacent to seating in assembly areas. Handrails shall comply with 4.25 and shall have the following features:

(1) Handrails shall be provided along both sides of ramp segments. The inside handrail on switchback or dogleg ramps shall always be continuous.

(2) If handrails are not continuous, they shall extend at least 12 in (305 mm) beyond the top and bottom of the ramp segment and shall be parallel with the floor or ground surface (see Fig. 17).

(3) The clear space between the handrail and the wall shall be 1 - 1/2 in (38 mm).

(4) Gripping surfaces shall be continuous.

(5) Top of handrail gripping surfaces shall be mounted between 34 in and 38 in (865 mm and 965 mm) above ramp surfaces.

(6) Ends of handrails shall be either rounded or returned smoothly to floor, wall, or post.

(7) Handrails shall not rotate within their fittings.

4.8.6 Cross Slope and Surfaces. The cross slope of ramp surfaces shall be no greater than 1:50. Ramp surfaces shall comply with 4.5.



"Bringing Design & Beauty to Concrete"

GATES CONCRETE, INC.
EARTH-SHELTERED HOMES • SEAWALLS
CONCRETE REPAIR • WATERPROOFING
10 CAYUGA COURT • SENECA, SC 29678
800-788-9926 • (803) 882-8116

XYPEX
CONCRETE WATERPROOFING
BY CRYSTALLIZATION

PROPOSAL SUBMITTED TO MR WALTER DUST
STREET 409 BEN HILDA DL
CITY, STATE AND ZIP CODE SENeca SC 29678
ARCHITECT DATE OF PLANS JOB PHONE 882-3030

We hereby submit specifications and estimates for:

ADA RAMP w/ RAILINGS TO COVER EXISTING 6' WIDE
SIDEWALK + EXISTING STAIRS + PORCH. APPROX DIMENSIONS
OF RAMP SYSTEM ARE 21' LONG x 21" HIGH AND
COVERS AN AREA APPROX 292 FT^2 CONSTRUCTION OF REINFORCED
CONCRETE WELLS 8" THICK + A 4" REINFORCED RAMP OVER GRANULAR
BACKFILL. BROWN FINISH TO RAMP. FURNISH RAILS \$5533.00

INSTALLATION OF
REPAIR OF LOWER STAIRS TO INCLUDE A CRUISER RAIL +
LOWER CONC. PAD + MODIFIED REPAIRS TO EXISTING STAIRS \$480.00

ADDITIONAL SERVICES IS SPRAY TECH POLYMER CONCRETE
FINISH DURABLE UNDER VEHICULAR TRAFFIC @ 290/FT^2 = \$846
A WOODEN RAMP WOULD REQUIRE THE SPRAY TECH (NOW SAID) FINISH + THIS
WOULD MAKE THE WOODEN RAMP MORE EXPENSIVE THAN THE CONCRETE ONE

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

FIVE THOUSAND NINE HUNDRED EIGHTY THREE dollars (\$ 5983)

Payment to be made as follows:

UPON COMPLETION 2% DISCOUNT IF PAID WITHIN 10 DAYS OF

PROBATION OF BID

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

[Handwritten Signature]

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Signature

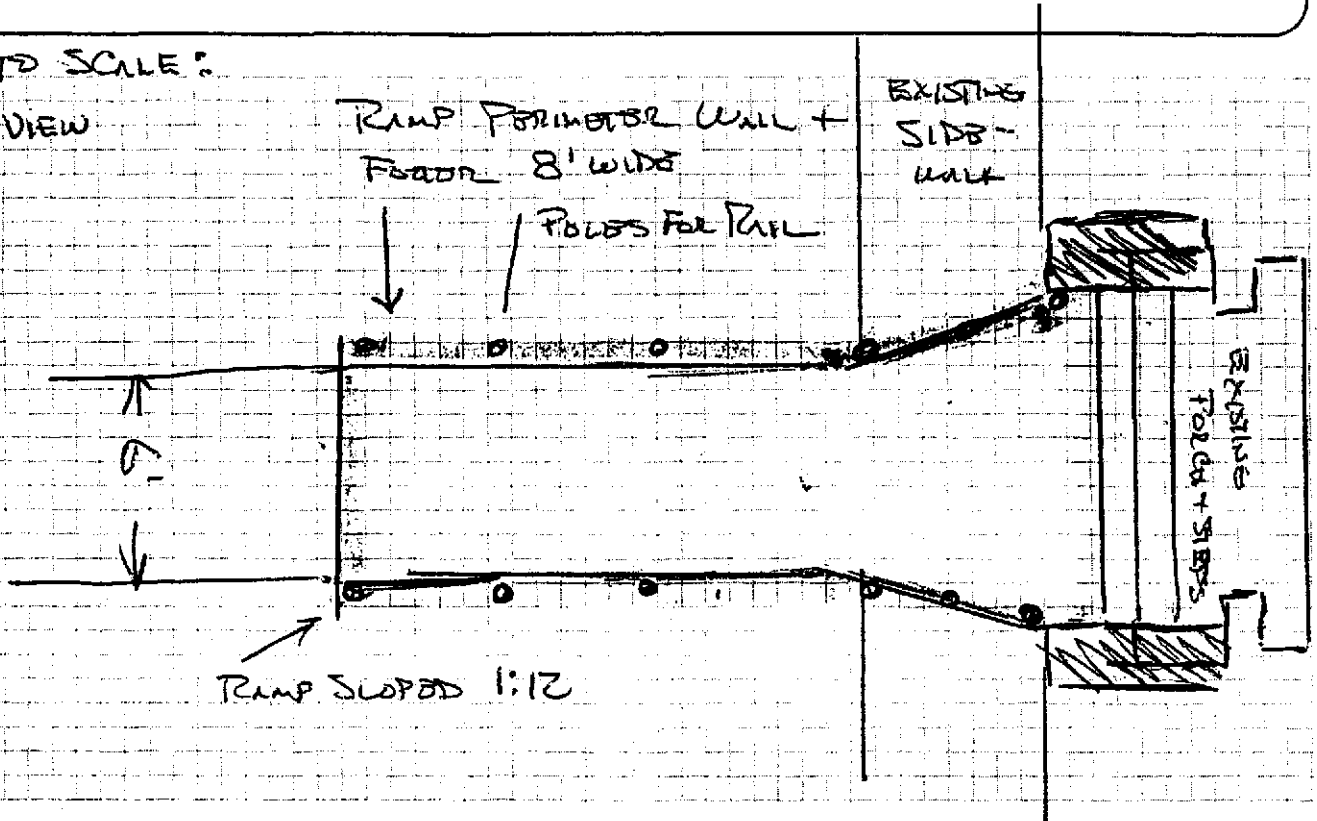
Date of Acceptance:

GATES CONCRETE, INC.

POST TENSIONED WALLS & SLABS
 10 CAYUGA COURT • SENECA, SC 29678
 (803) 882-~~3326~~ 8116

NOT TO SCALE:

PLAN VIEW



CHECK IF APPLICABLE

- 1. OWNER/BUILDER TO PROVIDE ALL LUMBER FOR FRAMING THE FOOTINGS.
- 2. OWNER/BUILDER TO PROVIDE A MINIMUM OF TWO (2) REFERENCE POINTS TO LAYOUT FOOTINGS.
- 3. GRADING CONTRACTOR RESPONSIBLE FOR SETTING GRADE WITHIN 2 INCHES OF DESIRED LEVEL, PROVIDE 3 FEET BEHIND ALL WALLS AND EXCAVATE SO CAVE-IN WILL NOT OCCUR.
- 4. GATES CONCRETE, INC. ASSUMES NO RESPONSIBILITY FOR ENGINEERING OR ADEQUACY OF SOIL CONDITIONS. OWNER/BUILDER TO PROVIDE ENGINEERING AND SOIL TESTS AS REQUIRED.
- 5. OWNER/BUILDER TO PROVIDE A POWER POLE FOR 120 VOLT ELECTRICITY.
- 6. ACCESS FOR CONCRETE TRUCKS AND OTHER EQUIPMENT TO BE PROVIDED BY OWNER/BUILDER. ANY WRECKER/LOADER CHARGES TO BE PAID BY OWNER/BUILDER.
- 7. IF JOB MUST BE PUMPED, GATES CONCRETE, INC. WILL SCHEDULE AND COORDINATE, HOWEVER, ALL DIRECT COSTS WILL BE PAID BY OWNER/BUILDER PLUS A \$200 LABOR CHARGE.

- 8. ALL DIMENSIONS ARE OUTSIDE DIMENSIONS.
- 9. ALL EXCAVATION/GRAVEL/BACK FILL PRICES PROVIDED BY GATES CONCRETE, INC. ARE ESTIMATES UNLESS OTHERWISE STATED.
- 10. GATES CONCRETE, INC. WARRANTS THE JOB WILL BE COMPLETED IN A GOOD WORKMANLIKE MANNER AND WITHIN TOLERANCES CUSTOMARILY ACCEPTABLE WITHIN THE INDUSTRY AND ALL MATERIALS AND LABOR INCORPORATED INTO THE WORK PERFORMED SHALL BE ADEQUATE FOR THE PARTICULAR PURPOSE THEY ARE INTENDED. WITHIN A REASONABLE PERIOD OF TIME AND UPON TIMELY WRITTEN NOTICE OF ANY DISCREPANCIES OR VARIATIONS FROM THE DRAWINGS/PLANS, GATES CONCRETE, INC. WILL AT ITS OPTION, REPAIR, REPLACE OR MAKE REASONABLE INVOICE ADJUSTMENTS OF WORK PERFORMED. GATES CONCRETE, INC.'S LIABILITY IS LIMITED TO THE WORK PERFORMED AND IN NO EVENT SHALL IT EXCEED THE COST OF THE WORK PERFORMED. GATES CONCRETE, INC. WARRANTS THE MATERIALS AND LABOR INVOLVED IN THE PERFORMANCE OF THE JOB FOR A PERIOD OF ONE YEAR FROM DATE OF INVOICE.

This page becomes part of and in conformance with proposal for:

Job Name/No. OCEAN COMMUNITY THEATRE Accepted By _____ Date _____
 Submitted By AMS Date 20 May 94 Page No. 2 of 2 Pages

OCONEE COUNTY ATAX APPLICATION

Deadline: October 1 March 1

Contact: For Information and Applications
S. J. Reidhead, Chairman, Oconee County ATAX Committee
8720 West Oak Highway
Seneca, SC 29678
803 - 972 - 7904

Ernst Hesterberg, Vice Chairman
15 Foremost Circle
Salem, SC 29676
803-944-1554

Handwritten:
5/23/94

DEADLINE: October 1 March 1 X

1. Name of applicant organization: _____

Oconee Community Theatre, Inc.

2. Mailing address: P.O. Box 29

3. City: Seneca, SC Zipcode: 29679-0291

5. Contact person: Evelyn S. Riddle

6. Title: Board Member 7. Telephone: 944-1398

8. Fax: n/a 9. Project name: (if applicable) _____

Publicity

10. Event starting date: March 1994 Completion date: 8/94

12. Application category: a. government entity: _____

b. city: _____ c. county: _____ d. district: _____

e. non profit organization: _____ f. incorporation

date: 10/11/70 g. eleemosynary organization under IRS

code: 501(c)3 h. date of determination letter: 1/17/70

i. IRS number: 13-7228997

13. Total itemized project budget: should include the cost of the entire project and may be included on a separate sheet: _____

14. ATAX funds requested: 1,700.00

15. Itemized budget for ATAX funds requested: _____

16. How will these funds be used? Please see attached sheet

17. Is this a matching grant? NO 18. Source: _____

19. Funds furnished by your group: _____

20. Description of project: Please see attached sheet

(You may provide additional material, etc. on a separate sheet if necessary.)

21. Provide appropriate demographic data: 4200 - 5900 patrons attend each show. Of those patrons 15 are from out of state

(Please provide estimates or actual attendance figures showing # of local, out of state, and over night guests will be attending the event.)

22. Who will benefit from this project? Please see attached sheet

23. How will this project influence tourism in Oconee County? Please see attached sheet

24. If possible, please provide material from a previous function. Balance sheets, flyers, promotional material would be appreciated.

I have read the attached guidelines for the Oconee County Accommodations Tax Fund, and do hereby agree to comply with all rules and regulations. I understand failure to comply may result in loss of funds for the project(s).

Signature: Erin S. Riddle Date: 2/19/94
(Project Director)

Signature: Walter S. Oest Date: 2/19/94
(Administrative Official)

(FOR OFFICE USE ONLY)

Application prepared by _____ date: _____
reviewed by WRA/DA Committee date: _____ approved for
submission to County Council date: _____ approved by
County Council date: _____ funds forwarded: _____

16. To design and print or post the brochures and bill boards that will thematically and attractively describe the forth coming season and indicate the location of the theatre. These brochures and bill boards also would indicate the presence of and promote an interest in the arts in this area.
20. The 1993-1994 brochure is included. The bill board advertisement is a new concept for the theatre. They would be placed in the Seneca area, probably on Rt. 123 by-pass, at intervals throughout the 1994-1995 season.
22. All persons interested in information on the arts, specifically theatre, they would indicate to the tourist that such entertainment is available in the Seneca area.
23. Placement of these brochures in local establishments, such as restaurants and motels, would indicate the presence of a theatre in Seneca, as would the bill boards. Brochures could also be available to the Chamber of Commerce and area visitor centers. Perhaps some tourists would return to the area to see a specific play.

February 15, 1994

Application for Tax Accomodations Grant

Subject: Season Brochures
for 1994/1995

Quotes for the design of, and art work rendering with the
printing of 4,500 brochures and the Season Tickets for the
Oconee Community Theatre 1994/1995 is as follows:

Based on 1993/1994 prices.

Art Work and Design preparation.

Invoice 1744 Job 93108

Art A La Carte

200 College Street

Central, S.C. 29630

\$ 345.00

Printing of 2 color brochures and
1 color perforated tickets.

Invoice 5361-00214

Clemson University

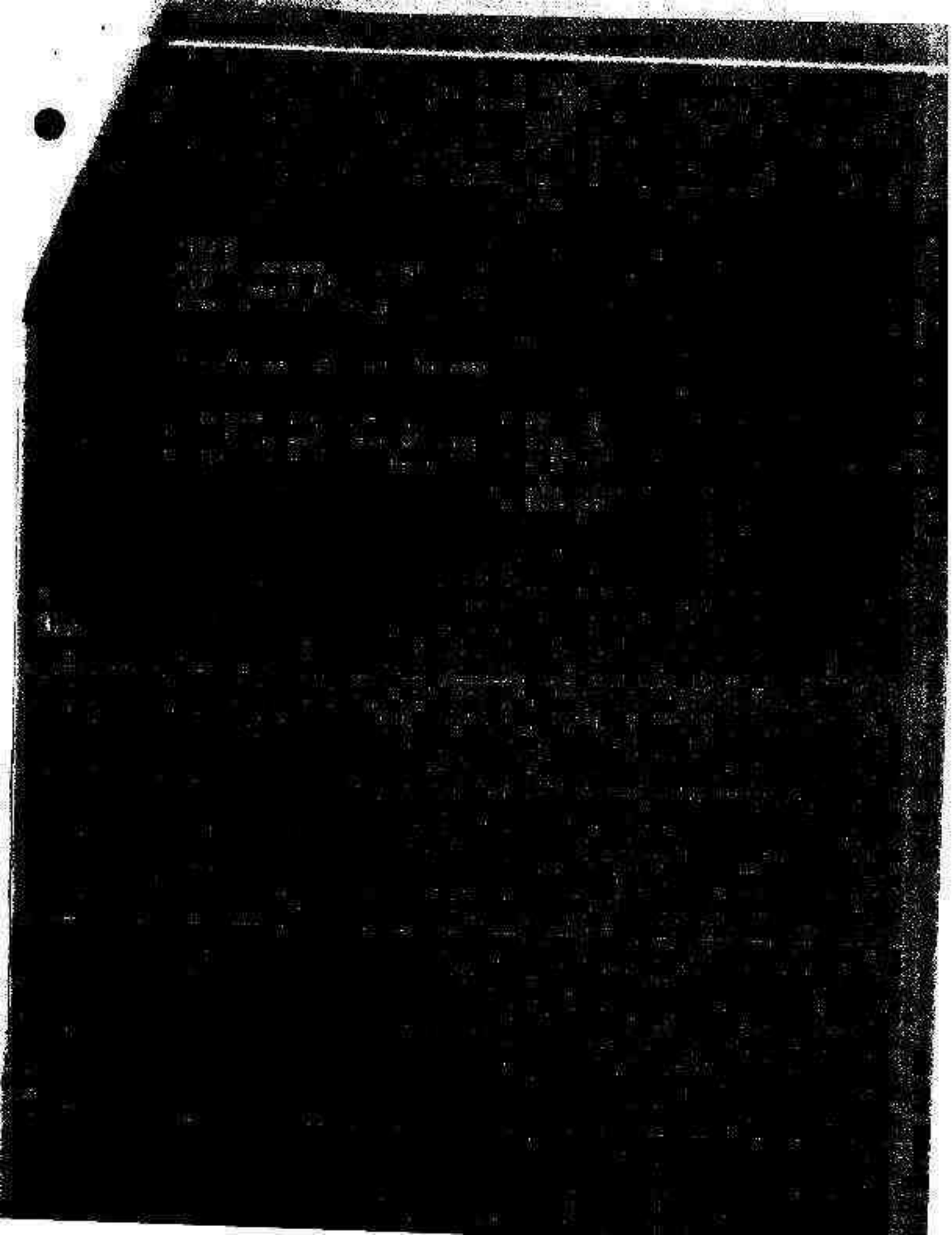
Printing Dept.

Clemson, S. C. 29631

\$ 770.81

\$1,115.81

Mattie T. West
Treasurer





INVOICE

JUNE 8, 1993

Invoice Number 5361-00214

DEPT. NO. _____ SUFFIX _____

Billing Department PRINTING SERVICES

Billing Department Phone No. _____

TO: OCOKEE COMMUNITY THEATRE
P.O. BOX 291
ATTN: WALLY DOST
SENECA, SC 29679

TERMS: Payable Upon Receipt

REMIT TO: Clemson University
Accounts Receivable
612 Sikes Hall
Clemson, S.C. 29634-5307

Please make check payable to Clemson University and indicate invoice number on remittance advice.

DESCRIPTION OF CHARGES

AMOUNT

PRINTING CHARGES FOR JOB REQUEST #33958
INV. 5361-00214

\$770.81

ART WORK DESIGN

ART AIA CARD #K 2924
INV 1744

345.00

JOB #3109

TOTAL

1,115.81

240 COLLEGE STREET
COLUMBIA, S.C. 29630

OK 2941 6/17/93

770.81

93/94

ORIGINAL

JOB REQUEST

UNIVERSITY PRINTING SERVICES



anne Chase

5/17

Community Theatre

5/17/93

REQUESTING DEPARTMENT

DATE PREPARED

J. Miller / Roxanne Chase

654-9144

PERSON MAKING REQUEST

PHONE NO.

ACCOUNT NUMBER

TRANSACTION TYPE

JOB NUMBER

051

Pickup
 Deliver
 Distribute

AUTHORIZED SIGNATURE

Delivery address, if appropriate

AUTHORIZED SIGNATURE

DESCRIPTION	DUPLICATE	COPY	AMOUNT CHG
METAL PLATE	<input type="checkbox"/>	<input type="checkbox"/>	
ELECTRO-STATIC DUPLICATION	<input type="checkbox"/>	<input type="checkbox"/>	

QUANTITY	DESCRIPTION	NO. OF ORIGINALS	TYPE OF PAPER
<i>11500</i>			
<i>2500</i>	<i>Brochures 9x12 2 color Feb</i>	<i>4</i>	<i>Text glass white</i>
<i>1000</i>	<i>Tickets 1 color (2665C)</i>	<i>1</i>	<i>white index</i>

Coating
Flm
Stapling
Sewal / Velo Binding
Tape Binding
Adhesive Binding
Perforating / Scoring
Folding
Padding
Holes
Wrapping
Boxes
Labeling / Presort
Inserting
Design Prints / PMT
Typesetting
Ink
Cut
Paper - Bond
Paper - Offset
Paper - Cover
Paper

PRINTING

- One Side (B)
- Front & Back (A)
- Work-Fold
- Per Attached Sample

FOLD

- Letter (A)
- Half
- Other

STAPLING

- Left Corner
- Side
- Top
- Saddle

SIZE

- Reduce
- Enlarge

PADS

No. of Sheets _____
No. of Pads _____

BINDING

- Adhesive
- Tape
- Spiral
- Velo

COLLATE

No. of Sections _____

CUT

- Size *2x12" (A)*
- 6x4.15" (B)*

OTHER

- Holes
- Perforate (B) *4 perfs.*
- Score

COPY PREPARATION

- Typesetting *to LIND*
- PMT
- Blue-line

INK

- Color *Black (A)*
- Color *2665C (A,B)*
- Color _____
- Color _____

INSERTING

- Seal
- Postage

LABELING

- Paper
- Gummed

DATE JOB NEEDED
5/21/93

DATE JOB PROMISED

SPECIAL INSTRUCTIONS

Bleeds 3 sides (B) Bleeds 4 sides

Do not perforate brochure

Total Amount *510*



Outdoor Advertising Incorporated

STATEMENT OF PROPOSED ADVERTISING COSTS

for

Oconee Community Theater/Mrs. Wm. Riddle
February 23, 1994

Posting fees:	5 boards @ \$60.00	\$300.00
Poster paper:	5 posters @ \$75.25	\$376.25
Imprints:	4 snipes @ \$30.00	<u>\$120.00</u>
	TOTAL COST:	\$796.25

15. see attached quotes for season brochures and billboards

16. same

20. The 1993-1994 brochure is attached. The 1994-1995 brochure would be similar in the type of information provided. The billboard advertisement is a new concept for the theater and would be a highly visible method of informing out of county or out of state residents of the presence of a community theater in Seneca. Locations where Sumney has billboards that would be available for our use include highway 93 out of Clemson, Hy 8 leading into Pickens from Easley, Rt 178 between Liberty and Pickens, Rt 183 in Pickens at the Rt 133 turnoff, Hy 93 in Greenville and the Rt 123-Rt 76-Hy28 junction in Anderson.

21 At present the Oconee Theater mailing list consists of 1560 homes or businesses. Of these 12% are to out of county addresses. These represent 26 different cities or towns out of Oconee county.

22 Area businesses, especially restaurants, would benefit with increased patronage.

23 Brochures are sent to local and surrounding Chamber of Commerce offices. They would also be available at Clemson University, Duke Power's World of Energy and the South Carolina Welcome Center on Rt 85.

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE 6/8/94 DEPARTMENT ARTS & HISTORICAL CHANGE NO. 1

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

PERFORMING GROUPMATCH

1. TO: ~~010-006-00150-62510~~ 010-006-00150-62510 \$ 200.00
(fill in line item name) (fill in line code)

FROM: OCONEE SYMPHONY 010-006-00150-68312 \$ 200.00
(fill in line item name) (fill in line code)

Justification: RECEIVING ACCOUNT OVER COMMITTED
IN ERROR

2. TO: PERFORMING GRP MATCH 010-006-00150-62510 \$ 100.00
(fill in line item name) (fill in line code)

FROM: TELEPHONE 010-006-00150-00041 \$ 100.00
(fill in line item name) (fill in line code)

Justification: RECEIVIN ACCOUNT OVER COMMITTED
IN ERROR

3. TO: _____ # - - - \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # - - - \$ _____
(fill in line item name) (fill in line code)

Justification: _____

Ernst H. Hesterberg
DEPARTMENT HEAD SIGNATURE

APPROVED: 6/7/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Green
COUNCIL CLERK

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE 5/ DEPARTMENT Clerk of Court CHANGE NO. 2

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 92-94 BUDGET:

1. TO: Capital # 10-19-00150-00840 \$ 700.00
 (fill in line item name) (fill in line code)

FROM: Court Expense # 10-19-00150-00026 \$ 700.00
 (fill in line item name) (fill in line code)

Justification: Judges Chair in Court Room - needs replacing (1957) - seat is broken

2. TO: Capital # 10-19-00150-00840 \$ 1627.50 / same price as June 8, 1990

FROM: Court Expense # 10-19-00150-00026 \$ 1627.50
 (fill in line item name) (fill in line code)

Justification: Chargers Current one has filled up so rapidly with so many plates being recorded we are running out of space in the cabinet!

3. TO: _____ # _____ \$ _____
 (fill in line item name) (fill in line code)

FROM: _____ # _____ \$ _____
 (fill in line item name) (fill in line code)

Justification: _____

Allie G. Smith
DEPARTMENT HEAD SIGNATURE

APPROVED: 6/7/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Green (June 3)
COUNCIL CLERK

Meeting - June 7th

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE June 3, 1994 DEPARTMENT Board of Registration CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 1993 - 94 BUDGET:

1. TO: Part Time #010 - 013 - 00150 - 00120 \$ 179.00
(fill in line item name) (fill in line code)

FROM: Travel in County # 010 - 013 - 00150 - 00017 \$ 179.00
(fill in line item name) (fill in line code)

Justification: Work overload due to changes in house district lines, absentee precincts and primaries.

2. TO: Part Time #010 - 013 - 00150 - 00120 \$ 120.00
(fill in line item name) (fill in line code)

FROM: Travel out of County #010 - 013 - 00150 - 00018 \$ 120.00
(fill in line item name) (fill in line code)

Justification:

Work overload due to changes in house district lines, absentee precincts and primaries.

3. TO: Part Time # 010 - 013 - 00150 - 00120 \$ 206.00
(fill in line item name) (fill in line code)

FROM: Maintenance on Equipment # 010 - 013 - 00150 - 00024 \$ 206.00
(fill in line item name) (fill in line code)

Justification: Work overload due to changes in house district lines, absentee precincts and primaries.

Bonnie L. Moses
DEPARTMENT HEAD SIGNATURE

APPROVED: 6/7/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Breen
COUNCIL CLERK

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE June 3, 1994 DEPARTMENT Board of Registration CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 1993-94 BUDGET:

1. TO: Part Time #010 - 013 - 00150 - 00120 \$ 1,000.00
 (fill in line item name) (fill in line code)

FROM: Telephone #010 - 013 - 00150 - 00041 \$ 1,000.00
 (fill in line item name) (fill in line code)

Justification: Work overload due to changes in house district lines, absentee precincts and primaries.

2. TO: Part Time #010 - 013 - 00150 - 00120 \$ 55.00
 (fill in line item name) (fill in line code)

FROM: Dues: Organizations #010 - 013 - 00150 - 00080 \$ 55.00
 (fill in line item name) (fill in line code)

Justification: Work overload due to changes in house district lines, absentee precincts and primaries.

3. TO: Part Time #010 - 013 - 00150 - 00120 \$ 70.00
 (fill in line item name) (fill in line code)

FROM: Cap. Expen. Equipment #010 - 013 - 00150 - 00840 \$ 70.00
 (fill in line item name) (fill in line code)

Justification: Work overload due to changes in house district lines, absentee precincts and primaries.

Bonnie L. Moses
DEPARTMENT HEAD SIGNATURE

APPROVED: 4/7/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Green
COUNCIL CLERK

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE 6-7-94 DEPARTMENT Library CHANGE NO. 2

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 93-94 BUDGET:

1. TO: Electricity-Seneca #010-010-00150-04302 = 1,500.
(fill in line item name) (fill in line code)

FROM: Telephone - Walhalla #010-010-00150-00041 = 1,500.
(fill in line item name) (fill in line code)

Justification: Seneca's electricity has run higher this year than was budgeted.

2. TO: Books #010-010-00150-03500 = 1,700.
(fill in line item name) (fill in line code)

FROM: Maint. on Equipment #010-010-00150-00024 = 1,700.
(fill in line item name) (fill in line code)

Justification: Evidently, money had been included in Maint. on Equipment for SOLINET, which was not approved, thus resulting in a balance which is needed for book

3. TO: Books #010-010-00150-03500 = 1,000.
(fill in line item name) (fill in line code)

FROM: Cap. Expend. Equip. #010-010-00150-00840 = 1,000.
(fill in line item name) (fill in line code)

Justification: Better bid than was anticipated on the circulation desk for Salem resulted in a balance which is needed for books.

Martha Bailey
DEPARTMENT HEAD SIGNATURE

APPROVED: 6/7/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Green
COUNCIL CLERK

the magic of

MARK DANIEL
850 madison ave.
winston-salem,
n.c. 27103
(919)723-7894

PERFORMANCE CONTRACT

This is to confirm that I will perform my act for your group.

Group: Oconee County Library

Date: Thursday, June 30, 1994

Time(s): 10:00 am (Seneca) and 3:00pm (Westminster)

Facility: Open area of library

The performance will include: "Reading is Dino-Magical! The Sequel"

The fee for my services payable at the CONCLUSION of my performance is \$ 350⁰⁰. (Check should be made payable to Mark Daniel.)

Cancellation Policy: Should the group booking this performance(s) decide to cancel it with less than **sixty (60) days** verbal notice to us, (with the exception of such natural disasters as fire, snow storm, etc.) that group hereby agrees to pay **The Magic of Mark Daniel** one-half the guaranteed fee. Should any problem arise to cause postponement of the performance(s), it will be rescheduled for another date suitable with both parties involved.

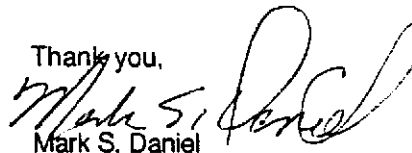
If due to unforeseen circumstances (illness, Acts of God, i.e. snow storm, etc.) Mark Daniel is unable to perform as agreed, he will not be held for any liability by the group.

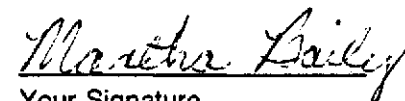
Mr. Daniel prohibits the videotaping of his performance without express prior permission.

The Magic of Mark Daniel is an independent contractor and assumes all responsibility for withholding federal, state, and social security taxes.

To signify your agreement, please sign both this contract, returning the yellow copy to me and keeping the white copy for your files.

Thank you,


Mark S. Daniel


Your Signature

Date: May 10, 1994

Please write directions to your facility on the back of the copy of the contract that you return to me. I will be coming from:

123

FOR USE BY SC STATE LIBRARY	
Date received	_____
Date approved	_____
Approval notice sent	_____
Returned: Incomplete	_____
Funding from FY	_____

PROJECT APPLICATION

- I. The Oconee County Library applies for a Library Services and Construction Act Title I, Project III-A grant in order to assist with the funding of programs for children featuring storytelling, drama, puppets, poetry, music, or other acts or literature related activities.
- II. Brief Description of Program interactive program suitable for K-5, with special emphasis on dinosaurs-relating to our theme.
Name of performer or group: Mark Daniel/READING IS DINO-MAGICAL
Anticipated program content: Storytelling, music, puppetry. creative dramatics, magic (see Attachment)

Date(s): June 30, 1994

Location(s): Seneca branch, 11:00 AM
Westminster branch, 3:00 PM

Performer Fee: \$175.00 / performance or \$350.00

- III. Proposed Budget (Library may apply for up to 50% of programmer fee up to a maximum grant of \$150)

<u>\$150.00</u>	_____	<u>\$200.00</u>	_____	<u>\$350.00</u>
Grant Funds	State Funds	Local Funds	Other Funds	Total

Grant funds will be remitted to the local library's county treasurer upon submission of an invoice and a report of completion (see below).

- IV. Reporting: An evaluation report form must be completed within thirty days of program(s)

Signed: Elizabeth P. Lincoln
Chairman, Board of Trustees

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

Date: May 10, 1994

Date: _____

Please return four (4) copies of the application form to: Jane G. Connor, South Carolina State Library, Post Office Box 11469, Columbia SC 29211.

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE June 2, 1994 DEPARTMENT Law Enforcement Center CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN NY 1993-1994 BUDGET:

1. TO: MAINTENANCE: Equipment # 10 - 074 - 00150 - 00024 \$ 300.00
(fill in line item name) (fill in line code)

FROM: Electricity # 10 - 074 - 00150 - 00043 \$ 300.00
(fill in line item name) (fill in line code)

Justification: _____

2. TO: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

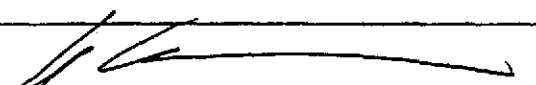
FROM: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

Justification: _____

3. TO: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

Justification: _____


DEPARTMENT HEAD SIGNATURE

APPROVED: 6/7/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opel O. Green
COUNCIL CLERK

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE 06/08/94 DEPARTMENT RURAL FIRE CHANGE NO. 00001

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 93 - 94 BUDGET:

1. TO: DRIVEWAYS # 010 - 005 - 00150 - 05881 \$ 200.00
(fill in line item name) (fill in line code)

FROM: TRAVEL # 010 - 005 - 0150 - 00018 \$ 200.00
(fill in line item name) (fill in line code)

Justification: NEED ADDITIONAL FUNDS IN DRIVEWAYS

2. TO: DRIVEWAYS # 010 - 005 - 00150 - 05881 \$ 700.00
(fill in line item name) (fill in line code)

FROM: MAINTENANCE EQUIPMENT # 010 - 005 - 0150 - 00024 \$ 700.00
(fill in line item name) (fill in line code)

Justification:

ADDITIONAL FUNDS FOR DRIVEWAYS

3. TO: DRIVEWAYS # 010 - 005 - 00150 - 05881 \$ 800.00
(fill in line item name) (fill in line code)

FROM: TRAINING # 010 - 005 - 00150 - 00084 \$ 800.00
(fill in line item name) (fill in line code)

Justification: ADDITIONAL FUNDS FOR DRIVEWAYS

Dewitt D. Mize
DEPARTMENT HEAD SIGNATURE

APPROVED: 6/7/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Breen
COUNCIL CLERK

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE 06/07/94 DEPARTMENT RURAL FIRE CHANGE NO. 00002

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 93 - 94 BUDGET:

1. TO: DRIVEWAYS # 010 - 005 - 00150 - 05881 \$ 1,000.00
(fill in line item name) (fill in line code)

FROM: CAPT. EXPEND. EQUIPMENT # 010 - 005 - 00150 - 00840 \$ 1,000.00
(fill in line item name) (fill in line code)

Justification: NEED ADDITIONAL FUNDS IN DRIVEWAYS

2. TO: DRIVEWAYS # 010 - 005 - 00150 - 05881 \$ 72.00
(fill in line item name) (fill in line code)

FROM: PUMPER TRUCK # 010 - 005 - 00150 - 05871 \$ 72.00
(fill in line item name) (fill in line code)

Justification: _____

3. TO: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

Justification: _____

Dewitt D. Mize
DEPARTMENT HEAD SIGNATURE

APPROVED: 6/7/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Breen
COUNCIL CLERK

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE 6-3-94 DEPARTMENT 018 CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 93-94 BUDGET:

1. TO: OPERATIONAL # 10-018-00150-00032 \$ 300.00
(fill in line item name) (fill in line code)

FROM: MAINT. BLDG. & GROUNDS # 10-018-00150-00022 \$ 300.00
(fill in line item name) (fill in line code)

Justification: COVER INCREASED COST OF SAND FOR HIGH FALLS AND SOUTH COVE PARKS

2. TO: OPERATIONAL # 10-018-00150-00032 \$ 50.00
(fill in line item name) (fill in line code)

FROM: CAP. EXPEND. EQUIP. # 10-018-00150-00840 \$ 50.00
(fill in line item name) (fill in line code)

Justification:

SEE #1

3. TO: ELECTRICITY # 10-018-00150-00043 \$ 2,900.00
(fill in line item name) (fill in line code)

FROM: SUMMER EMPLOYEES # 10-018-00110-18120 \$ 2,900.00
(fill in line item name) (fill in line code)

Justification: TO COVER INCREASED USEAGE (CAMPER, SHELTER RENTALS, ETC.) IN PARKS


DEPARTMENT HEAD SIGNATURE

APPROVED: 6/7/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Breen
COUNCIL CLERK

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE 6-3-94 DEPARTMENT 018 CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN NY 93-94 BUDGET:

1. TO: ELECTRICITY # 10-018-00150-00043 \$ 200.00
(fill in line item name) (fill in line code)

FROM: SCHOOL SEMINAR TRAV # 10-018-00150-00084 \$ 200.00
(fill in line item name) (fill in line code)

Justification: TO COVER INCREASED USEAGE (CAMPER, SHELTER RENTALS, ETC) IN PARKS

2. TO: ELECTRICITY # 10-018-00150-00043 \$ 300.00
(fill in line item name) (fill in line code)

FROM: EQUIP RENT/LEASE # 10-018-00150-00037 \$ 300.00
(fill in line item name) (fill in line code)

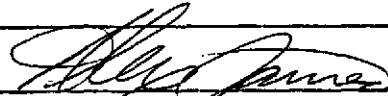
Justification:

SEE # 1

3. TO: ELECTRICITY # 10-018-00150-00043 \$ 150.00
(fill in line item name) (fill in line code)

FROM: ADVERTISING # 10-018-00255-00068 \$ 150.00
(fill in line item name) (fill in line code)

Justification: SEE # 1


DEPARTMENT HEAD SIGNATURE

APPROVED: 6/7/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Green
COUNCIL CLERK

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE 6-3-94 DEPARTMENT 018 CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 93-94 BUDGET:

1. TO: ELECTRICITY # 10-018-00150-00043 \$ 220.00
(fill in line item name) (fill in line code)

FROM: GAS & FUEL OIL # 10-018-00150-00042 \$ 220.00
(fill in line item name) (fill in line code)

Justification: To COVER INCREASED USEAGE (CAMPER, SHELTER RENTALS, ETC.) IN PARKS.

2. TO: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

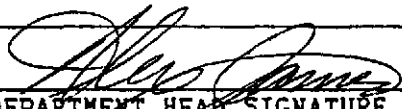
FROM: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

Justification: _____

3. TO: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

Justification: _____


DEPARTMENT HEAD SIGNATURE

APPROVED: 6/7/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Green
COUNCIL CLERK

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE 3 June 94 DEPARTMENT 027 - CONVENOR CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN NY 93 - 94 BUDGET:

1. TO: Professional #010 - 027 - 00150 - 00025 \$ 400.00
(fill in line item name) (fill in line code)
FROM: Cont Expense #010 - 027 - 00150 - 00026 \$ 400.00
(fill in line item name) (fill in line code)

Justification: _____

2. TO: Professional #010 - 027 - 00150 - 00025 \$ 500.00
(fill in line item name) (fill in line code)
FROM: Operations #010 - 027 - 00150 - 00032 \$ 500.00
(fill in line item name) (fill in line code)

Justification: _____

3. TO: Professional #010 - 027 - 00150 - 00025 \$ 900.00
(fill in line item name) (fill in line code)
FROM: Cap Expend Equity #010 - 027 - 00150 - 00840 \$ 900.00
(fill in line item name) (fill in line code)

Justification: The above adjustments to Professional Line Item is requested to meet projected Professional Expenses for the month of June of the 93-94 Fiscal year.

Karl E. Cadden
DEPARTMENT HEAD SIGNATURE

APPROVED: 6/7/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Green
COUNCIL CLERK



PIEDMONT EXPLOSIVES, INC.

Route 13, Box 193 • Statesville, N.C. 28677 • Office 704-873-2551 • 1-800-438-1811

RECEIVED

MAY 20 1994

OCONEE COUNTY
PURCHASING DEPT.

May 18, 1994

Oconee County Purchasing Department
201 West Main Street
County Mail Room
Walhalla, SC 29691

ATTN: Marianne Dillard

Dear Ms Dillard,

This is to inform you of our desire to renew the contract for Oconee County Rock Quarry operation for the period of July 1, 1994 to June 30, 1995.

If I can be of any further assistance please contact me at the above address.

Sincerely,

Patricia K. Percy
Secretary

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE 6-7-94 DEPARTMENT Personnel CHANGE NO. 2 (Page 1 of 2)

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN NY 93-94 BUDGET:

1. TO: Cap. Expend. Equipment #010-028-00150-00840 \$ 145.00
(fill in line item name) (fill in line code)

FROM: Telephone #010-028-00150-00041 \$ 145.00
(fill in line item name) (fill in line code)

Justification: Bid on computers and printer - higher than expected.

2. TO: Cap. Expend. Equipment #010-028-00150-00840 \$ 20.00
(fill in line item name) (fill in line code)

FROM: Maint. on Equipment #010-028-00150-00024 \$ 20.00
(fill in line item name) (fill in line code)

Justification: To purchase computers and printer

3. TO: Cap. Expend. Equipment #010-028-00150-00840 \$ 300.00
(fill in line item name) (fill in line code)

FROM: School Seminar #010-028-00150-00084 \$ 300.00
(fill in line item name) (fill in line code)

Justification: To purchase computers and printer

Mark P. Orr
DEPARTMENT HEAD SIGNATURE

APPROVED: 6/7/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: April O. Green
COUNCIL CLERK

BID SUPPLEMENTAL FORM
OCONEE COUNTY
PURCHASING DEPARTMENT
COUNTY MAIL ROOM
WALHALLA, SOUTH CAROLINA 29691

DATE June 2, 1994

BID NO. 93-54

The following radios have parts which are
obselete; ① MOTRAC

② MOCOM 70

③ MOCOM 30

④ EXECUTIVE'S

⑤ MASTER PRO

⑥ MINITOR 1 PAGER

⑦ MOTOROLA HOUSE MONITORS

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE 6-7-94 DEPARTMENT Personnel CHANGE NO. 2 (Page 2 of 2)

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 93-94 BUDGET:

1. TO: Cap. Expend. Equipment #010-038-00150-00840 = 50.00
(fill in line item name) (fill in line code)

FROM: Travel #010-038-00150-00018 = 50.00
(fill in line item name) (fill in line code)

Justification: To purchase computers and printer

2. TO: Cap. Expend. Equipment #010-038-00150-00840 = 800.00
(fill in line item name) (fill in line code)

FROM: Safety Equipment #010-038-00150-00027 = 800.00
(fill in line item name) (fill in line code)

Justification: To purchase computers and printer

3. TO: Cap. Expend. Equipment #010-038-00150-00840 = 1000.00
(fill in line item name) (fill in line code)

FROM: Medical #010-038-00150-00062 = 1000.00
(fill in line item name) (fill in line code)

Justification: To purchase computers and printer

Mark P. Orr
DEPARTMENT HEAD SIGNATURE

APPROVED: 6/7/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

TEST: Opal O. Green
COUNCIL CLERK

June 7-1994
Regular Council Meeting

I ~~was~~ ORR excuse myself
from voting on Personnel
Transfers Due to my wife being
the Recipient of Same -



OCONEE COUNTY BID TABULATION

BID FOR: Computer - Personnel Office DATE: June 2, 1994

BID NO: 93-55 LOCATION: Walhalla, SC TIME: 2:30 p.m.

BIDDERS	Ross Computer	BCI			
Base Bid - Computer	\$7,428.75 (includes tax)	\$7,539.20			
S. C. Sales Tax		376.96			
		<u>\$7,916.16</u>			
Authorized Novell dealer number	B49-3699	B836-6518			
Hourly rate (if addi- tional hours requested)	\$45.00/hr.	\$35.00/hr.			

ATTENDING OPENING: Marianne Dillard, Jenny Peay - Purchasing Department; Lee Davis - Motor Pool

(Use this number on envelopes and all related correspondence)

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

The Ross Computer Services
 submits herewith our Bid in response to bid request number shown above, and in
 compliance with the description(s) and/or specification(s) numbered one (1)
 and attached hereto for a computer for the Personnel Office.

Base Bid - computer

\$ 7,428.75

Authorized Novell dealer number B49-3699

Hourly rate (if additional hours requested) \$ 45.00

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: 1 week

BIDDING ORGANIZATION Ross Computer Services

ADDRESS: P.O. BOX 102 Colonial Plaza Dr.

CITY, STATE, ZIP CODE Seneca, SC 29178

SIGNATURE OF BIDDERS REPRESENTATIVE: R Adlon

TITLE: owner

DATE: 1-2-94

TELEPHONE: 882-9871

BID SUPPLEMENTAL FORM
OCONEE COUNTY
PURCHASING DEPARTMENT
COUNTY MAIL ROOM
WALHALLA, SOUTH CAROLINA 29691

DATE 6-2-94

BID NO. 93-55

1. 486DX 40MHz File Server
250 meg HD 8ms access *all other spec. the same*
2. 486DLC 40MHz work station *all other spec. the same*
monitor - 1024x768 .28, swivel, non-interlaced, low radiation,
edge-to-edge display
- ^{item}₃ 1 OKidata ML59E (ML390 Plus/391 Discontinued) *all other spec. the same*
- ^{item}₄ *no change*

(Use this number on envelopes and all related correspondence)

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

The BCI
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) numbered one (1) and attached hereto for a computer for the Personnel Office

Base Bid - computer

\$ 7539.20
TAX 376.96
7916.16

Authorized Novell dealer number B836-6518

Hourly rate (if additional hours requested) \$ 35.00

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: 10 WORKING DAYS FROM RECEIPT OF WRITTEN PO
BIDDING ORGANIZATION Bryce and Contracting Inc
ADDRESS: P.O. BOX 531 Bypass 123
CITY, STATE, ZIP CODE SENECA SC 29678

SIGNATURE OF BIDDERS REPRESENTATIVE: [Signature]
TITLE: President
DATE: 6/1/94
TELEPHONE: 803-882-0325

BID SUPPLEMENTAL FORM
OCONEE COUNTY
PURCHASING DEPARTMENT
COUNTY MAIL ROOM
WALHALLA, SOUTH CAROLINA 29691

DATE 6/1/94

BID NO. 93-55

File Server

Mega Impact 486DX/33 MHz
Seagate Hard Drive (16MS access, 10MS not available in this
size drive)
Teac Floppy Drive
AOC Mono VGA Monitor
FCC Class B Approved
Cnet Network Interface Cards

Work Stations

Mega Impact 486SX/33 MHz
Hyundai SVGA Color Monitor (0124x768, .28dp)
1MB Trident Video Card
Teac Floppy Drive
Mega 101 Enhanced Keyboard

American Power Conversion UPS 450

Notes

Okidata ML390/391 is an obsolete printer. It has been
replaced with model ML395.

Our bid includes the 5 user network version of Perform Pro
Plus Filler.

Rate per hour for instruction is \$35.00.

Description of systems

Intel CPU
ISA/VESA Local Bus Motherboards
Heavy Guage Steel Cases with Digital Speed LED
128K Cache
? Upgradeable to Pentium Overdrive
See brochure for more information

OCONEE COUNTY BID TABULATION

BID FOR: Radio Maintenance Contract for Communications Equipment

DATE: June 2, 1994

BID NO: 93-54

LOCATION: Walhalla, SC

TIME: 2:00 p.m.

BIDDERS	Morris Communications	Communications Service Center			
1 Base Station EPA	16.00	NO BID			
13 Mobile Units EPA	6.50				
1 Remote EPA	5.00				
1 Remote Supr	5.00				
30 Mobile Units Supr	6.50				
13 Mobile Units CCS	6.50				
1 Remote CCS	5.00				
1 Adm Base LEC	16.00				
1 Fire Base LEC	16.00				
2 Encoders LEC	7.50				
3 Consoles LEC	30.00				
1 Tape Recorder LEC	85.00				
5 Cont Stations LEC	13.50				
17 Base Stations R Fir	16.00				
1 Repeater L Mt	16.00				
2 Reg Repeater L Mt	16.00				
1 Generator L Mt	26.00				
38 Mobile Units Sherif	6.50				
35 Port & Chgs Sherif	6.50				
5 Mobile Units PRT	6.50				

ATTENDING OPENING:

OCONEE COUNTY BID TABULATION

BID FOR: Radio Maintenance Contract for Communications Equipment DATE: June 2, 1994

BID NO: 93-54 LOCATION: Walhalla, SC. TIME: 2:00 p.m.

BIDDERS	Morris Communications	Communications Service Center			
1 Remote Mt P	5.00	No Bid			
10 Mobile Units Mt P	6.50				
1 Port & Chg Mt P	6.50				
4 Mobile Units 911	6.50				
1 Base Station R Cru	16.00				
4 Portables R Cru	6.50				
1 Mobile Unit R Cru	6.50				
Removal of Radio	20.00				
Installation of Radio	75.00				
Removal of Sirens	10.00				
Installation of Sirens	50.00				
Removal Bar Lights	10.00				
Installation Bar Light	50.00				
Rem Radio/B Lgt/Sir	40.00				
Inst Rdo/B Lgt/Siren	150.00				
Non-Contract/hour	40.00/hr.				
Monit & Pgrs/flat rte	30.00				
Total	\$1,611.50 /mo.				
Grand Total	\$19,338.00/yr.				

ATTENDING OPENING: Marianne Dillard, Jenny Peay - Purchasing Dept.; Carrell Fowler, Wayne Owens - Morris Communications

BID NO. 93-54
(Use this number on envelopes
and all related correspondences)

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

The MORRIS COMMUNICATIONS, INC.
submits herewith our bid in response to bid request number shown above, and in
compliance with the description(s) and/or specification(s) listed below for _____
A RADIO MAINTENANCE CONTRACT

Attached is a list of equipment to be covered under maintenance contract. List is
subject to change.

Bidder shall submit a copy of proposed contract with bid. Bidder shall repair
lightning damages at a cost of parts only. All equipment under contract shall include
parts and labor; antennas and batteries, however, are excluded.

Bidder shall agree to bill all parts at manufacturer's wholesale price plus 10%.

Bidder shall state in bid proposal if there is county-owned equipment that is not
maintainable, and reasons. If none is listed, contractor will be responsible for
maintaining equipment for full contract period.

Bidder shall show proof with bid of general liability of \$500,000 minimum and
workmen's compensation.

Installation of radio including mounting location of radio, antenna, speaker, control
head, etc. must be coordinated with the Motor Pool and/or department head. Any damage
resulting from improper installation shall be fully repaired/replaced at contractor's
expense.

EQUIPMENT TO BE COVERED UNDER RADIO MAINTENANCE CONTRACT

(Include All Parts and Labor)

<u>NUMBER OF UNITS</u>	<u>UNIT COST PER MONTH</u>	<u>TYPE</u>	<u>LOCATION</u>
1	<u>\$ 16.00</u>	Base Station	Emergency Preparedness
13	<u>6.50</u>	Mobile Units	Emergency Preparedness
1	<u>5.00</u>	Remote	Emergency Preparedness
1	<u>5.00</u>	Remote	Supervisor
30	<u>6.50</u>	Mobile Units	Supervisor
13	<u>6.50</u>	Mobile Units	CCS
1	<u>5.00</u>	Remote	CCS
1	<u>16.00</u>	County Admin. Base	O.L.E.C. (Supervisor)
1	<u>16.00</u>	Fire Base	O.L.E.C.
2	<u>7.50</u>	Encoders (Monitors)	O.L.E.C.
3	<u>30.00</u>	Consoles	O.L.E.C.
1	<u>85.00</u>	Tape Recorder	O.L.E.C.
5	<u>13.50</u>	Control Stations	O.L.E.C.
17	<u>16.00</u>	Base Stations	Rural Fire
1	<u>16.00</u>	Repeater	Long Mountain
2	<u>16.00</u>	Regional Repeater	Long Mountain
1	<u>26.00</u>	Generator	Long Mountain
38	<u>6.50</u>	Mobile Units	Sheriff
35	<u>6.50</u>	Portables & Chargers	Sheriff
5	<u>6.50</u>	Mobile Units	PRT
1	<u>5.00</u>	Remote	Motor Pool
10	<u>6.50</u>	Mobile Units	Motor Pool
1	<u>6.50</u>	Portable & Charger	Motor Pool
4	<u>6.50</u>	Mobile Units	911
1	<u>16.00</u>	Base Station	Rock Crusher

<u>NUMBER OF UNITS</u>	<u>UNIT COST PER MONTH</u>	<u>TYPE</u>	<u>LOCATION</u>
4	\$ <u>6.50</u>	Portables	Rock Crusher
1	<u>6.50</u>	Mobile Unit	Rock Crusher

- \$ 20.00 Removal of Radio
- \$ 75.00 Installation of Radio
- \$ 10.00 Removal of Sirens
- \$ 50.00 Installation of Sirens
- \$ 10.00 Removal of Bar Lights
- \$ 50.00 Installation of Bar Lights
- \$ 40.00 Remove Radio, Bar Light & Sirens
- \$ 150.00 Installation of Radio, Bar Light and Sirens

Non-Contract \$ 40.00 /hour
 Monitors & Pagers \$ 30.00 flat rate

OCONEE COUNTY BID TABULATION

BID FOR: Computer System for E-911 **DATE:** May 19, 1994

BID NO: 93-51 **LOCATION:** Walhalla, SC **TIME:** 2:00 p.m.

BIDDERS	Premier Computer Systems	BCI - Bytes & Contracting, Inc.	Advanced Electronic		
Computer System - Base Bid	No Bid	\$5,900.00	\$5,265.00		
S. C. Sales Tax		295.00	263.25		
TOTAL		\$6,195.00	\$5,528.25		

ATTENDING OPENING: Gail Bibb, BCI; Marianne Dillard, Jenny Peay - Purchasing Department; Buddy Hawk - E-911 Office

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

The Byres & Contracting
submits herewith our Bid in response to bid request number shown above, and in
compliance with the description(s) and/or specification(s) numbered one page
and attached hereto for a computer system for the E-911 office

Base Bid

\$ 5900.00
sales tax 295.00
total \$ 6195.00

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

Delivery Date: two weeks from receipt of written PO
BIDDING ORGANIZATION Byres and Contracting Inc
ADDRESS: P.O. BOX 531 Bypass 123
CITY, STATE, ZIP CODE SENECA SC 29678

SIGNATURE OF BIDDERS REPRESENTATIVE: [Signature]
TITLE: PRESIDENT
DATE: 5/18/94
TELEPHONE: 803-882-0325

BID SUPPLEMENTAL FORM
OCONEE COUNTY
PURCHASING DEPARTMENT
COUNTY MAIL ROOM
WALHALLA, SOUTH CAROLINA 29691

DATE 5/18/94 BID NO. 93-51

*See Specification Sheet
all items identical except as noted*

SPECIFICATIONS - COMPUTER SYSTEM FOR E-911 OFFICE

One (1) Intel 80486DX2, MS-DOS based computer operating at a clock speed of 66 MHz. The computer shall include the following specifications:

One year, on site warranty on parts and labor.

MEGA COMPUTER Intel 80486DX2 66 MHz Processor, VESA Local Bus. Motherboard w/256K Cache.

16MB of extended memory (preferably (1) 16MD SIMM, second preference (4) 4 x 9, 9 chip 70 NS Simms).

Seagate 424 MB IDE hard drive.

TAC FD
SONY CD 3.5" 1.44 MD and 5.25" 1.2 MB floppy drives and CD-ROM drive.

Mega VESA Local Bus IDE I/O card with 2 serial ports and 1 parallel port.

Mega 101 enhanced keyboard.

Desktop case with 200+ watt power supply

VIEWSONIC 17 17" 1024X768 Super VGA, non-interlaced color monitor, .28dp. Monitor should be equivalent or better than a ViewSonic 17.

Hercules
Dynamite
PRO Super VGA (1024X768 dpi) VESA Local Bus. Video Card. Video Card must use Tseng Labs ET-4000 chipset.
MS-DOS Ver. 6.0 and MS Windows 3.1.

Logitech
Dexa Microsoft or Logitech Compatible Serial mouse

Bacca
Modem 14.4K bps Fax/modem with MNP 5 and V.42 bis error correction and data compression. Modem must be 100% compatible with industry standard "AT" commands and result codes.

TrippLite
BC-500 One (1) uninterruptable power supply with an output of 500VA/350 watts. UPS should be equivalent to TrippLite BC - 500

HP Laser
4 One (1) Hewlett Packard Laser Jet 4 paper sizes 8.5" x 11 through 8.5" x 14 300 dpi x 300 dpi printing speed 8 ppm with 6 megs of memory. One year warranty.

Bidder shall deliver, set-up and install system. Price shall include all labor, cabling needed to set system up in Oconee County.

(Use this number on envelopes and all related correspondence)

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

The _____
 submits herewith our Bid in response to bid request number shown above, and in
 compliance with the description(s) and/or specification(s) numbered one page
 and attached hereto for a computer system for the E-911 office

Base Bid

	\$	<u>5265.00</u>
	TAX	<u>263.25</u>
DELIVERED TOTAL		<u>5528.25</u>

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: 1 WEEK FROM ORDER DATE

BIDDING ORGANIZATION ADVANCED ELECTRONICS

ADDRESS: P.O. BOX 928 HWY 123 BY-PASS

CITY, STATE, ZIP CODE SENECA, SC 29678

SIGNATURE OF BIDDERS REPRESENTATIVE: Jack Marcell

TITLE: Owner

DATE: 5-19-94

TELEPHONE: 885-0454

BID SUPPLEMENTAL FORM
OCONEE COUNTY
PURCHASING DEPARTMENT
COUNTY MAIL ROOM
WALHALLA, SOUTH CAROLINA 29691

DATE 5-19-94

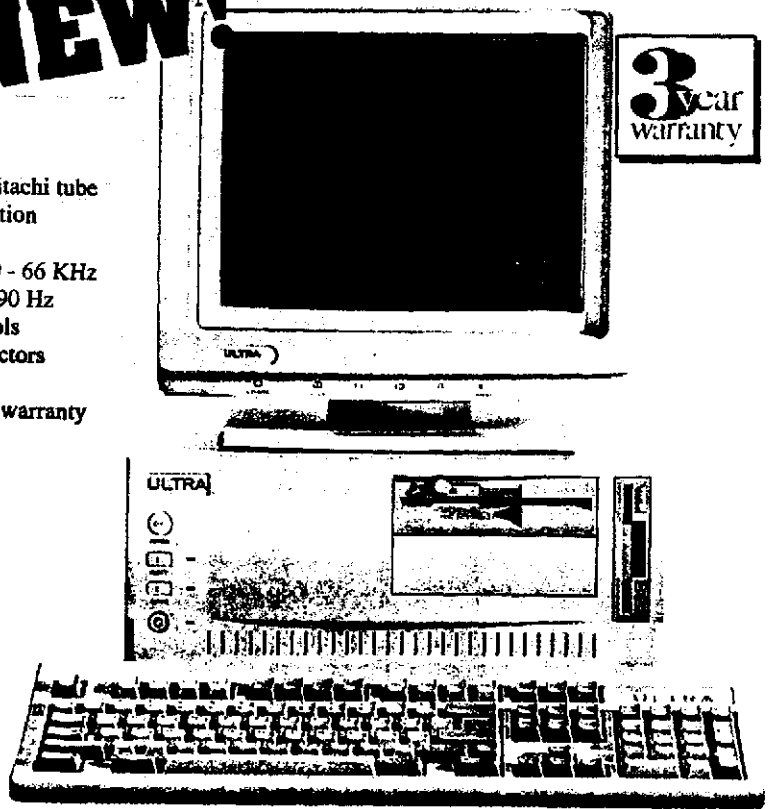
BID NO. 93-51

NEW!

Features:

- 17" color display
- .26mm dot pitch CRT Hitachi tube
- 1280 x 1024 max. resolution
- Non-interlaced
- Horizontal frequency: 30 - 66 KHz
- Vertical frequency: 50 - 90 Hz
- Front panel digital controls
- Two D-sub 15-pin connectors
- Unlimited colors
- One year manufacturer's warranty

3 year
warranty



UPGRADED SPECIFICATIONS ARE HIGHLIGHTED

OCONEE COUNTY BID TABULATION

BID FOR: Collection and Analysis of Storm Water for Oconee County Landfills **DATE:** May 19, 1994

BID NO: 93-53 **LOCATION:** Walhalla, SC **TIME:** 2:30 p.m.

BIDDERS	Texidyne, Inc.	Commonwealth Laboratories of SC	Goldie & Associates	Advanced Chemistry Lab, Inc.	
Cost per landfill per sample event (2X yr)	1,590.00	No Bid	2,400.00	2,525.00	
Test as required by Permit w/AIt to WET					
Total Annual Price	6,360.00		9,600.00	10,100.00	

ATTENDING OPENING: Barry Wood - Aeronautics; Marianne Dillard, Jenny Peay - Purchasing Department; Jack Hirst - CCS

(Use this number on envelopes and all related correspondence)

"REVISED"

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

The _____
 submits herewith our Bid in response to bid request number shown above, and in
 compliance with the description(s) and/or specification(s) numbered 3 pages
 and attached hereto for collection and analysis of storm water for Oconee County
landfills

Cost per landfill per sample event (2 times per year)

Test as required by Permit with Alternate to WET
 (Table II and Table III) (grab samples only)

\$ 1590.00

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: As Required

BIDDING ORGANIZATION Texidyne, Inc.

ADDRESS: P.O. BOX P.O. Box 1646

CITY, STATE, ZIP CODE Clemson, SC 29633

SIGNATURE OF BIDDERS REPRESENTATIVE: Judy Materson

TITLE: Administrative Asst.

DATE: May 16, 1994

TELEPHONE: 803-882-0363

(Use this number on envelopes
and all related correspondence)

"REVISED"

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

The Goldie & Associates
submits herewith our Bid in response to bid request number shown above, and in
compliance with the description(s) and/or specification(s) numbered 3 pages
and attached hereto for collection and analysis of storm water for Oconee County
landfills

Cost per landfill per sample event (2 times per year)

Test as required by Permit with Alternate to WET
(Table II and Table III) \$ 2,400.00

Bid shall include delivery to location stated on Bid Notice.

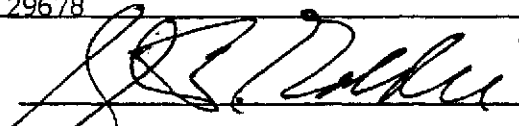
Show any exception, deviation, extra computation, or information on Bid Supplemental
Form attached hereto.

Delivery Date: _____

BIDDING ORGANIZATION Goldie & Associates

ADDRESS: P.O. BOX 210-A W. North Second Street

CITY, STATE, ZIP CODE Seneca, SC 29678

SIGNATURE OF BIDDERS REPRESENTATIVE: 

TITLE: President

DATE: 5/17/94

TELEPHONE: (803)882-8194

May 19, 1994

**GOLDIE
&
ASSOCIATES**

*engineering, environmental
and laboratory services*

Ms. Marianne Dillard
Oconee County Purchasing
208 Booker Drive
Walhalla, SC 29691

Re: Bid No. 93-53

Dear Ms. Dillard:

Enclosed please find Bid 93-53 for the landfill storm water sampling.

Please note, some protocol specified in both of the landfills Pollution Prevention Plans were not included in the Bid. To meet the Plan's sampling requirement, the following should be included. Our additional fees for these services are as follows:

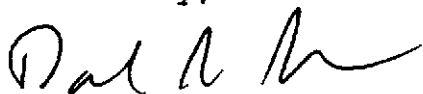
Drainage Area Calculation Per Landfill (one time cost)	\$ 30
Flow Calculation per Landfill per Sampling	\$ 15
Field pH Measurement	\$ N/C
Field Temperature Measurement	\$ N/C

In addition, the Bid did not include any provisions for "false alarms." A false alarm is when personnel travel to the site and wait for a predicted rain event that does not occur. This is a labor item that is billed by the hour because personnel may wait at times several hours before abandoning an event. As advised, we have included this cost below as a separate item:

False Alarm (per hour)	\$ 30
------------------------	-------

We appreciate the opportunity to provide this service. If you have any questions, please call.

Sincerely,



David R. Devoe
Hydrogeologist

DD1:\OCPSTW.PRP

(Use this number on envelopes and all related correspondence)

"REVISED"

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

The Advanced Chemistry Labs, Inc.
submits herewith our Bid in response to bid request number shown above, and in
compliance with the description(s) and/or specification(s) numbered 3 pages
and attached hereto for collection and analysis of storm water for Oconee County
landfills

Cost per landfill per sample event (2 times per year)

Test as required by Permit with Alternate to WET
(Table II and Table III)

\$ 2525 per landfill/
per sampling event

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: 5/18/94

BIDDING ORGANIZATION Advanced Chemistry Labs, Inc. *

ADDRESS: P.O. BOX P.O. BOX 88610

CITY, STATE, ZIP CODE Atlanta, Ga. 30360

SIGNATURE OF BIDDERS REPRESENTATIVE: Anna Billius

TITLE: Project Manager

DATE: 5/18/94

TELEPHONE: (404) 409-1444

* with Environmental Management Services (Field work)

BID SUPPLEMENTAL FORM

OCONEE COUNTY

PURCHASING DEPARTMENT

COUNTY MAIL ROOM

WALHALLA, SOUTH CAROLINA 29691

DATE

5/18/94

BID NO.

93-53

Each Event

Grab Sample Analytical	1090.00
Composite Sample Analytical	1035.00
Field Sampling	400.00
	<hr/> <hr/>
	\$ 2525/
	per landfill

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE: June 7, 1994 DEPARTMENT CCS CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 93 - 94 BUDGET:

1. TO: Landfill Dirt Operational #016 - 049 - 00150 - 49844 \$5,000.00
(fill in line item name) (fill in line code)

FROM: Main. Buildings/Grounds # 016- 049 - 00150 - 00022 \$5,000.00
(fill in line item name) (fill in line code)

Justification: These transfers are requested to purchase soil at the Seneca Landfill for daily cover.

2. TO: Landfill Dirt Operational #016 - 049 - 00150 - 49844 \$ 4,300.00
(fill in line item name) (fill in line code)

FROM: Operational # 016- 049 - 00150 - 00032 \$ 4,300.00
(fill in line item name) (fill in line code)

Justification: _____

3. TO: Landfill Dirt Operational #016 - 049 - 00150 - 49844 \$ 20,000.00
(fill in line item name) (fill in line code)

FROM: Equip. Leased or Rented # 016_ 049_ 00150 - 00037 \$ 20,000.00
(fill in line item name) (fill in line code)

Justification: _____

Jack M. Hirst
DEPARTMENT HEAD SIGNATURE

APPROVED: 6/7/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Breen
COUNCIL CLERK

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE June 7, 1994 DEPARTMENT CCS CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 93 - 94 BUDGET:

1. TO: Landfill Dirt Operational # 016- 049- 00150 - 49844 \$ 6,000.00
(fill in line item name) (fill in line code)

FROM: Telephone # 016 - 049 - 00150 - 00041 \$ 6,000.00
(fill in line item name) (fill in line code)

Justification: These transfers are requested to purchase soil at the Seneca
Landfill for daily cover.

2. TO: Landfill Dirt Operational # 016- 049- 00150 - 49844 \$ 57,000.00
(fill in line item name) (fill in line code)

FROM: Electricity # 016 - 049 - 00150 - 0043 \$ 57,000.00
(fill in line item name) (fill in line code)

Justification: _____

3. TO: Landfill Dirt Operational # 016- 049- 00150 - 49844 \$ 15,000.00
(fill in line item name) (fill in line code)

FROM: Water/Sewer/Garbage # 016 - 049 - 00150 - 00044 \$ 15,000.00
(fill in line item name) (fill in line code)

Justification: _____

Jack M. Hirst
DEPARTMENT HEAD SIGNATURE

APPROVED: 6/7/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Green
COUNCIL CLERK

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE: June 7, 1994 DEPARTMENT CCS CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 93 - 94 BUDGET:

1. TO: Landfill Dirt Operational # 016 - 049 - 00150 - 49844 \$ 2,700.00
(fill in line item name) (fill in line code)

FROM: Sales Tax to S. C. # 016 - 049 - 00150 - 00081 \$ 2,700.00
(fill in line item name) (fill in line code)

Justification: These transfers are requested to purchase soil at the Seneca
Landfill for daily cover.

2. TO: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

Justification: _____

3. TO: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

Justification: _____

Jack M. Hirst
DEPARTMENT HEAD SIGNATURE

APPROVED: 6/7/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Green
COUNCIL CLERK

OCONEE COUNTY BID TABULATION

BID FOR: Road Paving - 1994

DATE: May 31, 1994

BID NO: 93-52

LOCATION: Walhalla, SC

TIME: 2:00 p.m.

BIDDERS	F & R Asphalt	Sloan Construction	Vulcan Materials	Thrift Brothers	Tugalo Const.
1. Overlay of Roads/ton	29.35/ton	34.75/ton	No Bid	No Bid	No Bid
2a. CH-44 Chattooga Lak	73,694.10	106,244.54			
b. WA-181 Cedarwood	40,786.99	83,038.14			
c. CH-63 Dellwood Road	32,028.89	42,313.95			
d. KE-80 Bella Drive	25,914.96	60,479.64			
e. CH-93 S Dellwood	66,202.49	76,516.21			
f. CH-60 Vinson Dr.	39,761.70	30,459.31			
g. CH-62 N Dellwood	65,564.15	96,975.60			
h. WA-236 Shanty Ridg	25,470.32	39,041.25			
i. WA-268 Misty Dr.	16,719.59	28,067.51			
j. WA-129 West Park	35,899.36	82,205.98			
k. WA-126 Harbor Dr.	124,675.96	317,894.41			
l. WA-230 Botany Lane	34,177.60	80,979.35			
m. WA-267 Wolfers Hol	14,634.82	35,586.15			
n. SE-74 Double Branch	90,737.96	98,864.45			
1) Cnty install pipe	81,737.96	deduct 2,500.00			
o. SE-284 Ables Road	22,441.36	58,851.16			
p. WA-302 Park Ridge	21,381.26	25,915.75			
q. TU-113 Dorothy Road	16,274.08	46,746.81			
r. WA-80 Short Cut	18,573.12	28,586.89			

ATTENDING OPENING: Scott Hull, Boyle-Vaughn Assoc; Frank Reeves, Rick Reeves, Boone Reeves - F & R Asphalt; Reed Rogers -

OCONEE COUNTY BID TABULATION

BID FOR: Road Paving - 1994 DATE: May 31, 1994
 BID NO: 93-52 LOCATION: Wallhalla, SC TIME: 2:00 p.m.

BIDDERS	F & R Asphalt	Sloan Construction	Vulcan Materials	Thrift Brothers	Tugalo Constr.
s. TU-121 Oliver Road	13,204.37	34,988.81	No Bid	No Bid	No Bid
t. TU-36 Misty Hollow	128,038.29	213,528.25			
u. CE-7 Steve Nix Rd	67,985.76	125,928.59			
v. WA-73 Stone Dr.	21,599.89	109,410.63			
w. CE-112 Cedar Hollow	46,312.39	54,747.25			
x. SE-253 Friendship L	83,597.20	135,535.82			
y. SE-231 Hollydale Dr	25,602.53	45,117.14			
z. SE-319 Harbin Acre	30,110.09	65,970.04			
aa. CE-140 Lands End	39,183.95	65,456.30			
bb. SE-320 Harbin Lane	15,330.74	32,876.57			
3a. C#A RR Cr SE-121	25,394.97	10,616.21			
b. C#B RR Cr SE-408	18,203.15	6,407.01			
c. C#D Duck Pd WA-90	112,890.58	No Bid			
1) Alternate #1	same	188,659.29			
d. SCP#G So Cove Park	10,146.15	18,304.60			
1) Overlay work/ton	40.00/ton	40.00/ton			
e. RF#E Picket Pst/FS	9,348.55	11,765.00			
1) Overlay work/ton	40.00/ton	40.00/ton			
f. RF#F Cross Rds/FS	8,910.03	11,005.63			
g. Keowee/Ebenzer FS	7,014.66	16,757.36			
Bid Bond received	yes	yes			

BID NO. 93-52

(Use this number on envelopes and all related correspondences)

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

REVISED

J+R Asphalt, Inc.

herewith our bid in response to bid request number shown above, and in
ance with the description(s) and/or specification(s) listed below for _____
paying for 1994

price shall include all labor material and equipment except Oconee
shall supply any rock (at Oconee County Rock Crusher) culverts,
pipes.

list bid below as follows:

Overlay of Roads - Leveling course (if applicable) and asphalt overlay -
TOTAL PRICE PER TON..... \$ 29.35

Construction of New Work (Lump Sum)

- a. CH-44 Chattooga Lake Road..... \$ 73,694.10 (L.S.)
- b. WA-181 Cedarwood Lane..... \$ 40,786.99 (L.S.)
- c. CH-63 Dellwood Road..... \$ 32,028.89 (L.S.)
- d. KE-80 Bella Drive..... \$ 25,914.96 (L.S.)
- e. CH-93 S. Dellwood Road..... \$ 66,202.49 (L.S.)
- f. CH-60 Vinson Drive..... \$ 39,761.70 (L.S.)
- g. CH-62 N. Dellwood Road..... \$ 65,564.15 (L.S.)
- h. WA-236 Shanty Ridge Road..... \$ 25,470.32 (L.S.)
- i. WA-268 Misty Drive..... \$ 16,719.59 (L.S.)
- j. WA-129 West Park Drive..... \$ 35,899.36 (L.S.)
- k. WA-126 Harbor Drive..... \$ 124,675.96 (L.S.)
- l. WA-230 Botany Lane \$ 34,177.60 (L.S.)
- m. WA-267 Woliers Hollow Road..... \$ 14,634.82 (L.S.)

n.	SE-74 Double Branch Road	\$	<u>90,737.96</u>	(L.S.)
	1) Alternate - County install pipe.....	\$	<u>81,737.96</u>	(L.S.)
o.	SE-284 Ables Road.....	\$	<u>22,441.36</u>	(L.S.)
p.	WA-302 Park Ridge Drive.....	\$	<u>21,381.26</u>	(L.S.)
q.	TU-113 Dorothy Road.....	\$	<u>16,274.08</u>	(L.S.)
r.	WA-80 Short Cut Road.....	\$	<u>17,573.12</u>	(L.S.)
s.	TU-121 Oliver Road.....	\$	<u>13,204.37</u>	(L.S.)
t.	TU-36 Misty Hollow Lane.....	\$	<u>128,038.29</u>	(L.S.)
u.	CE-7 Steve Nix ROAD.....	\$	<u>67,985.76</u>	(L.S.)
v.	WA-73 Stone Drive.....	\$	<u>21,599.89</u>	(L.S.)
w.	CE-112 Cedar Hollow Road.....	\$	<u>46,312.39</u>	(L.S.)
x.	SE-253 Friendship Loop Road.....	\$	<u>83,597.20</u>	(L.S.)
y.	SE-231 Hollydale Drive.....	\$	<u>25,602.53</u>	(L.S.)
z.	SE-319 Harbin Acres Road.....	\$	<u>30,110.09</u>	(L.S.)
aa.	CE-140 Lands End Road.....	\$	<u>39,183.95</u>	(L.S.)
bb.	SE-320 Harbin Lane.....	\$	<u>15,330.74</u>	(L.S.)
Special Projects (Lump Sum)				
a.	C#A Railroad Crossing, SE-123.....	\$	<u>25,394.97</u>	(L.S.)
b.	C#B Railroad Crossing, SE-400.....	\$	<u>18,203.15</u>	(L.S.)
c.	C#D Duck Pond Road, WA-90.....	\$	<u>112,890.58</u>	(L.S.)
	1) Alternate #1.....	\$	<u>112,890.58</u>	(L.S.)
d.	SCP#G South Cove Park (around office)	\$	<u>10,146.15</u>	(L.S.)
	1) Overlay work approx. 100' x 10'	\$	<u>40.00</u>	per ton

RF#E Picket Post/Camp Oak Fire Sta. s 9,348.55 (L.S.)
1) Overlay work approx. 27' x 54'. s 40.00 per ton
RF#F Cross Roads Fire Station..... s 8,910.03 (L.S.)
Keowee-Ebenzer Fire Station..... s 7,014.66 (L.S.)

Must include delivery to location stated on Bid Notice.
Any exception, deviation, extra computation, or information on Bid
Form attached hereto.

Date: May 31, 1994
ORGANIZATION: J+R Asphalt, Inc.
P. O. Box 528
STATE, ZIP CODE: Eastley, S.C. 29641
SIGNATURE OF BIDDERS REPRESENTATIVE: Scott Reeves
TITLE: President
DATE: May 31, 1994
TELEPHONE: (803) 859-0407

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

(REVISED)

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) listed below for Road Paving For 1994.

Bid price shall include all labor material and equipment except Oconee County shall supply any rock (at Oconee County Rock Crusher) culverts, cross pipes.

Please list below as follows:

Overlay of Roads - Leveling course (if applicable) and asphalt overlay -
 TOTAL PRICE PER TON..... \$34.75

Construction of New Work (lump Sum)

a.	CH-44 CHATTOOGA LAKE ROAD	\$106,244.54	(L. S.)
b.	WA-181 CEDARWOOD LANE	\$83,038.14	(L. S.)
c.	CH-63 DELLWOOD ROAD	\$42,313.95	(L. S.)
d.	KE-80 BELLA DRIVE	\$60,479.64	(L. S.)
e.	CH-93 S. DELLWOOD ROAD	\$76,516.21	(L. S.)
f.	CH-60 VINSON DRIVE	\$30,459.31	(L. S.)
g.	CH-62 N. DELLWOOD ROAD	\$96,975.60	(L. S.)
h.	WA-236 SHANTY RIDGE ROAD	\$39,041.25	(L. S.)
i.	WA-268 MISTY DRIVE	\$28,067.51	(L. S.)
j.	WA-129 WEST PARK DRIVE	\$82,205.98	(L. S.)
k.	WA-126 HARBOR DRIVE	\$317,894.41	(L. S.)
l.	WA-230 BOTANY LANE	\$80,979.35	(L. S.)
m.	WA-267 WOLFERS HOLLOW ROAD	\$35,586.15	(L. S.)

n.	SE-74 DOUBLE BRANCH ROAD	\$98,864.45	(L. S.)
	1) ALTERNATE - COUNTY INSTALL PIPE.	\$-2,500.00	
o.	SE-284 ABLES ROAD	\$58,851.16	(L. S.)
p.	WA-302 PARK RIDGE DRIVE	\$25,915.75	(L. S.)
q.	TU-113 DOROTHY ROAD	\$46,746.81	(L. S.)
r.	WA-80 SHORT CUT ROAD	\$28,586.89	(L. S.)
s.	TU-121 OLIVER ROAD	\$34,988.81	(L. S.)
t.	TU-36 MISTY HOLLOW LANE	\$213,528.25	(L. S.)
u.	CE-7 STEVE NIX ROAD	\$125,928.59	(L. S.)
v.	WA-73 STONE DRIVE	\$109,410.63	(L. S.)
w.	CE-112 CEDAR HOLLOW ROAD	\$54,747.25	(L. S.)
x.	SE-253 FRIENDSHIP LOOP ROAD	\$135,535.82	(L. S.)
y.	SE-231 HOLLYDALE DRIVE	\$45,117.14	(L. S.)
z.	SE-319 HARBIN ACRES ROAD	\$65,970.04	(L. S.)
aa.	CE-140 LANDS END ROAD	\$65,456.30	(L. S.)
bb.	SE-320 HARBIN LANE	\$32,876.57	(L. S.)
l.	Special Projects (Lump Sum)		
a.	C#A RAILROAD CROSSING, SE-121	\$10,616.21	(L. S.)
b.	C&B RAILROAD CROSSING, SE-408	\$6,407.01	(L. S.)
c.	C&D DUCK POND ROAD, WA-90	N/A	(L. S.)
	1) ALTERNATE 1	\$188,659.29	(L. S.)
d.	SCP#6 SOUTH COVE PARK (AROUND OFFICE)	\$18,304.60	(L. S.)
	1) OVERLAY WORK APPROX. 100' X 10'	\$40.00	per ton

e.	RF#E PICKET POST/CAMP OAK FIRE STA.	\$11,765.00	(L.S.)
	1) OVERLAY WORK APPROX. 27' X 54'	\$40.00	per ton
f.	RF#F CROSS ROADS FIRE STATION	\$11,005.63	(L.S.)
g.	KEDWEE-EBENEZER FIRE STATION	\$16,757.36	(L.S.)
		=====	
	(TOTAL LUMP SUM BID)	\$2,485,841.60	(L.S.)

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid.

Supplemental Form attached hereto.

DELIVERY DATE: AS REQUIRED

BIDDING ORGANIZATION: SLOAN CONSTRUCTION COMPANY, INC.

ADDRESS: P.O. BOX 2008

CITY, STATE, ZIP CODE: GREENVILLE, S.C. 29602

SIGNATURE OF BIDDERS REPRESENTATIVE: *Jerry R. Baumgardner*

TITLE: MANAGER OF ESTIMATES AND PURCHASES

DATE: MAY 31, 1994

TELEPHONE: (803) 271-9090

TENTATIVE LIST OF ROADS TO BE OVERLAID WITH ASPHALT

AS PER

THE 1994 SPECIFICATIONS

FOR

ASPHALT OVERLAY OF ROADS IN OCONEE COUNTY

(SEE ATTACHED)

1	(5)	CE-45	CODY ROAD	7,920	X	20
2	(5)	CE-46	MINAKE DR	1,584	X	20
3	(1)	CH-18	TAMASSEE KNOB ROAD	10,300	X	20
4	(1)	CH-1	LAKE CHAU	7,000	X	20
5	(1)	CH-56	NUTHATCH HILL RD	528	X	20
6	(1)	KE-43	SHADBERRY CREEK RD	3,230	X	20
7	(1)	KE-55	ELAINE DR	1,056	X	20
8	(1)	WA-53	MADISON DR	1,320	X	20
9	(1)	KE-63	S CRAGGMOORE DR	2,112	X	20
10	(1)	KE-48	BLUE IRIS DR	528	X	20
11	(1)	CH-51	VISSAGE RD	1,584	X	20
12	(1)	WA-41	LOGAN HILL RD	1,056	X	20
13	(1)	WA-25	ALEXANDER RD	5,280	X	20
14	(1)	SE-388	STANTON DR	1,056	X	20
15	(1)	SE-6	SINGLETON RD	1,056	X	20
16	(1)	WA-154	VICKERY RD	1,584	X	20
17	(2)	WA-255	ANDERSON STREET	1,584	X	20
18	(2)	WA-37	SONLIT WAY	1,584	X	20
19	(2)	WA-222	BEAVER LAKE DR	5,280	X	20
20	(2)	WA-223	MTN LAUREL LN	528	X	20
21	(2)	WA-67	PERRY DAVIS RD	1,056	X	20
22	(2)	WA-92	BUCK KELLEY RD	2,640	X	20
23	(2)	WA-192	HETRICK ST	2,112	X	20
24	(4)	TU-90	SUGARCREEK RD	2,500	X	20
25	(4)	TU-154	FOUNDRY RD	1,320	X	20
26	(4)	TU-21	COMMERCIAL CIR	1,320	X	20
27	(5)	CE-84	SHELOR FERRY RD	12,144	X	20
28	(5)	CE-78	S PORT BASS DR	4,752	X	20
29	(5)	CE-81	N PORT BASS DR	3,696	X	20
30	(5)	CE-145	DR JOHNS RD	4,224	X	20
31	(5)	CE-154	S DAVIS DR	2,112	X	20
32	(5)	CE-155	JO ANN CIR	1,056	X	20

TOTAL LINEAR FEET 95,102

APPROXIMATELY 18.01 MILES

Commissioner: Douglas E. Bryant

Board: Richard E. Jabbour, DDS, Chairman
Robert J. Stripling, Jr., Vice Chairman
Sandra J. Molander, Secretary

William E. Applegate, III,
John H. Burriss
Tony Graham, Jr., MD
John B. Pata, MD

Promoting Health, Protecting the Environment

May 20, 1994

US MAIL

Mr. George McDaniel
Appalachian Council of Governments
P.O. Drawer 6668
50 Grand Avenue
Greenville, South Carolina 29606

RE: **CONSENT ORDER**
RESOURCE RECOVERY RESEARCH PARK

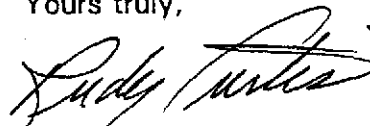
Dear Mr. McDaniel:

Please find enclosed an original Consent Order concerning the Regional Landfill and Resource Recovery Research Park. Your most recent suggestions have been incorporated into this document. Please review this Consent Order carefully and if acceptable, secure the appropriate signatures and date in the space provided on the last page of the Consent Order. The Department respectfully requests that after obtaining those signatures the entire Consent Order be returned to this office. Please return to: SCDHEC, Bureau of Solid and Hazardous Waste Management, Attn: Rudy Curtis, 2600 Bull Street, Columbia, South Carolina 29201.

The Consent Order will not be effective until the signature of the Commissioner of the Department is obtained. At such time the Consent Order will be fully executed and official, and a copy of the fully executed Order will be sent for your records.

If you have any questions regarding this matter, please do not hesitate to telephone me at (803) 734-5256.

Yours truly,



Rudy Curtis
Solid Waste Enforcement Section
Bureau of Solid & Hazardous
Waste Management

RMC:rmc
Enclosure

**THE STATE OF SOUTH CAROLINA
BEFORE THE DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**IN RE: BIG CREEK LANDFILL (DWP-046)
ANDERSON COUNTY
OCONEE COUNTY LANDFILL (DWP-041)
OCONEE COUNTY
EASLEY LANDFILL (DWP-086)
PICKENS COUNTY**

**CONSENT ORDER
94 - - SW**

This Consent Order is entered into by the South Carolina Department of Health and Environmental Control (hereinafter, the Department), Anderson County, Oconee County, and Pickens County.

FINDINGS OF FACT

Anderson, Oconee and Pickens Counties are proposing the development of a regional Subtitle D landfill and resource recovery research park. For the research park to be economically feasible, it must be developed on a regional basis. Once the park is in operation, future expansion of the regional landfill will be dramatically reduced. Additionally, preliminary economic evaluations have shown such a park to be economically competitive, with disposal fees comparable to those typical of modern landfills.

The three counties have received a proposal from Clemson University to site a combination of available technologies at the proposed regional landfill and resource recovery research park site. The three counties have agreed that research must be an essential component of the regional proposal. The counties are in the process of evaluating Clemson's proposal; and, they will request additional proposals from other research/resource recovery organizations, public and private, before making a final selection. The purpose of the research component is twofold. First, it will reduce the amount of refuse which must be landfilled by the three counties; and second, it will provide research information and experimentation data which could lead to technologies that could be considered scalable by major architectural and engineering firms.

The South Carolina Solid Waste Policy and Management Act of 1991 (hereinafter, the Act) states in Section 44-96-20(B)(14) that one of the purposes of the Act is *"to encourage local governments to pursue a regional approach to solid waste management."* The Act in Section 44-96-100(7) directs the Department to *"encourage counties to pursue a regional approach to solid waste management within a common geographical area."* A regional concept would allow for shared costs between entities and requires less regulatory effort as opposed to regulating multiple facilities.

Another purpose of the Act as stated in Section 44-96-20(B)(12) is to *"require counties to develop and implement source separation, resource recovery, or recycling programs, or all of the above, or enhance existing programs so that valuable materials may be returned to productive use, energy and natural resources conserved, and the useful life of solid waste management facilities extended."*

The proposed joint regional landfill/resource recovery research park would meet both objectives, encouraging regionalization of solid waste management facilities by providing a resource recovery and recycling facility and a regional landfill. The regional municipal solid waste landfill would not be projected to be fully operational before February 28, 1997.

Anderson County applied for and received a permit for vertical expansion of the Big Creek Landfill (DWP-046). Pickens County applied for and received a permit for vertical expansion of the Easley Landfill (DWP-086). These permits for vertical expansion will expire on October 9, 1995. The Oconee County Landfill (DWP-041) has permitted capacity until early 1995.

As part of the effort to establish a regional landfill and the park; Anderson, Oconee and Pickens counties have each expressed an intent to seek Departmental approval of a permit for vertical expansion of each of the aforementioned landfills for a period to extend until such time as the new regional landfill is fully operational and accepting municipal solid waste.

On October 9, 1993, the requirements of the Municipal Solid Waste Landfills Regulation, 61-107.258, (hereinafter, the Regulation) became effective. Due to the amount of time required to receive a permit to construct and operate a landfill under the Regulation, landfill operators were allowed to request approval for vertical expansion of the landfill over existing waste. Section 258.1(f) of the Regulation allows vertical expansion of existing landfills for a period not to exceed two (2) years from the effective date (October 9, 1993) of the requirements of the Regulation. Following this two-year period, existing landfills must be in full compliance with the Regulation. Inasmuch as there are no provisions in the Act or

in the Regulation for postponement or extension of the date of implementation of said Regulation and in an effort to promote research in resource recovery and recycling, this Order is necessary.

NOW, THEREFORE IT IS ORDERED AND AGREED with the consent of Anderson County, Oconee County, and Pickens County and pursuant to the South Carolina Solid Waste Policy and Management Act of 1991 that Anderson County, Oconee County, and Pickens County shall:

1. Within thirty (30) days of receipt of this fully executed Consent Order, each individually submit to the Department for review and approval a request for a permit modification for vertical expansion of each of the respective counties' aforementioned landfills to encompass the appropriate periods extending through February 28, 1997 or until the regional landfill is operational, whichever comes first. Department approvals for said vertical expansions may be given pursuant to this Order. Failure on the part of Anderson, Oconee or Pickens County to comply with the requirements of this Order will likely result in the rescission of that county's approval for vertical expansion. Within thirty (30) days of receipt of this fully executed Order, each county shall individually submit to the Department for review and approval, a contingency plan which each county will implement for handling their solid waste in the event that vertical expansion be rescinded.
2. Comply with all domestic waste permit requirements and otherwise with the Act and the Regulation, for the three (3) respective aforementioned landfills until final closure.
3. Immediately upon receipt of this fully executed Order, jointly initiate a landfill siting study and a location restrictions study as defined in Subpart H and Subpart B, respectively, of the Regulation. No later than December 31, 1994, submit to the Department for approval, the preliminary hydrogeological characterization report on the proposed site. A site hydrogeologic characterization report and the location restrictions study shall be submitted to the Department for approval no later than April 30, 1995.
4. No later than November 30, 1995, jointly submit to the Department for review and approval, an application for a permit to construct and operate a new

regional municipal solid waste landfill at the Departmentally-approved site referenced in Item 3, above.

5. Ensure full operational status of said municipal solid waste landfill no later than February 28, 1997.
6. No later than October 31, 1995, jointly submit to the Department's Division of Solid Waste Management for review and comment, a written plan describing any and all research projects proposed as part of the resource recovery research park and what steps have been planned or taken to solicit proposals for research projects. Furthermore, a report updating all research plans, proposals and activities shall be submitted to the Department no later than the first day of each calendar quarter beginning January 1, 1996 and continuing until such time as a determination is made by the Department regarding compliance with this Order.
7. If any event occurs which causes or may cause a delay in meeting any of the above-scheduled dates for completion of any specified activity, jointly notify the Department in writing at least one (1) month before the scheduled date, describing in detail the anticipated length of the delay, the precise cause or causes of delay, if ascertainable, the measures taken or to be taken to prevent or minimize the delay, and the timetable by which those measures will be implemented. The Department shall provide written notice as soon as practicable that a specific extension of time has been granted or that no extension has been granted. An extension shall be granted for any scheduled activity delayed by an event of force majeure which shall mean any event arising from causes beyond the control of Anderson, Oconee and Pickens counties that causes a delay in or prevents the performance of any of the conditions under this Consent Order including, but not limited to: (a) acts of God, fire, war, insurrection, civil disturbance, explosion; (b) adverse weather conditions that could not be reasonably anticipated causing unusual delay in transportation and/or field work activities; (c) restraint by court order or order of public authority; (d) inability to obtain, after exercise of reasonable diligence and timely submittal of all applicable applications, any necessary authorizations, approvals, permits, or licenses due to action or inaction of any governmental

agency or authority; and (e) delays caused by compliance with applicable statutes or regulations governing contracting, procurement or acquisition procedures, despite the exercise of reasonable diligence by said counties. Events which are not force majeure include by example, but are not limited to, unanticipated or increased costs of performance, changed economic circumstances, normal precipitation events, or failure to exercise due diligence in obtaining governmental permits. Any extension shall be incorporated by reference as an enforceable part of this Consent Order and thereafter be referred to as an attachment to the Consent Order.

FURTHERMORE, IT IS ORDERED AND AGREED pursuant to the South Carolina Solid Waste Policy and Management Act of 1991, that Anderson, Oconee and Pickens Counties shall expeditiously begin development of the regional Subtitle D landfill and subsequent regional resource recovery research park by:

Executing an intergovernmental agreement to fund and build the regional landfill and resource recovery research park. A copy of said agreement shall be provided to the Department no later than July 1, 1994, showing as objectives:

- a. the commitment to the establishment of a bonafide research effort, as a central and permanent feature of the resource recovery research park, and;
- b. seeking research contracts and/or grants in addition to the development of the resource recovery research park facilities and their funding with a research university/organization, public or private, to be located at the park.

IT IS FURTHER AGREED that failure to meet the deadlines established herein or any other violation of the provisions of this Consent Order shall be deemed a violation of the South Carolina Solid Waste Policy and Management Act of 1991 and therefore shall be deemed unlawful. Upon ascertaining any such violation, appropriate action shall be promptly initiated by the Department in the appropriate forum to obtain compliance with both the provisions of this Order and the Act.

THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

DATE: _____ BY: _____
Columbia, South Carolina Douglas E. Bryant
Commissioner

ANDERSON COUNTY

We Consent: _____ DATE: _____
_____ DATE: _____

OCONEE COUNTY

We Consent: _____ DATE: _____
_____ DATE: _____

PICKENS COUNTY

We Consent: _____ DATE: _____
_____ DATE: _____

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

_____ DATE: _____
Hartsill W. Truesdale, P.E., Chief
Bureau of Solid and Hazardous
Waste Management

_____ DATE: _____
Approved by: Legal Office

AGREEMENT
BETWEEN THE
S. C. APPALACHIAN COUNCIL OF GOVERNMENTS
AND
ANDERSON, OCONEE, AND PICKENS COUNTIES

THIS AGREEMENT is made and entered into this 8th day of June, 1994, by and between the S. C. Appalachian Council of Governments (hereinafter referred to as "ACOG") and the Anderson, Oconee, and Pickens Counties (hereinafter referred to as "Counties").

ACOG and the Counties hereby agree as follows:

- I. ACOG agrees to:
 - A. Serve, at no cost, as administrator/controller of the three counties' funds designated for a regional landfill/resource recovery park as per the intergovernmental agreement for same.
 - B. Collect and deposit the three counties' funds in an interest-bearing collateralized account.
 - C. Enter into a contract or contracts on behalf of the three counties for work necessary for the regional landfill/resource recovery park using funds escrowed by the three counties for this purpose.
 - D. Disburse the three counties' funds based upon invoices approved by the technical committee in conjunction with an ACOG designate. ACOG designate will obtain the approval of the technical committee regarding paying invoices.
 - E. Report at regular meetings on the status of funds in the three counties' account.
- II. The technical committee, to be the three county administrators/supervisor or their designates, agrees to:
 - A. Review all proposals and recommend a contractor or contractors.
 - B. Oversee the work progress, monitor work completed by the contract consultant, and authorize payment by ACOG for contractor/consultant services.

- C. Be responsible for evaluation of work/plans status as necessary, to include project budget review and determination of needed project budget revisions, if appropriate.

III. The three counties agree to:

- A. Supply funds for the regional landfill/resource recovery park implementation steps as outlined in the intergovernmental agreement.

IV. It is mutually agreed:

- A. Any revisions to the original project budget will be determined collectively by the parties involved.
- B. After the steps indicated in the intergovernmental agreement have been completed, any remaining counties' funds will be redistributed back to the counties on the same pro rata share basis as the funds were collected, including all interest earned.
- C. This Agreement will be in force from the date written above - October 31, 1997.
- D. This Agreement may be modified by amendment, duly executed by authorized officials of ACOG and Anderson, Oconee, and Pickens Counties.
- E. This Agreement may be terminated at any time by mutual consent of the parties involved.

IN WITNESS WHEREOF, the S. C. Appalachian Council of Governments and the Anderson, Oconee, and Pickens Counties execute this Agreement as of the date written above.

FOR: S. C. APPALACHIAN COUNCIL
OF GOVERNMENTS

FOR: OCONEE COUNTY

BY: Robert M. [Signature] 5/19/94

BY: _____

FOR: ANDERSON COUNTY

FOR: PICKENS COUNTY

BY: _____

BY: _____

STATE OF SOUTH CAROLINA)
ANDERSON COUNTY)
OCONEE COUNTY)
PICKENS COUNTY)

INTERGOVERNMENTAL AGREEMENT

WHEREAS, all South Carolina counties are under federal and state mandates to comply with federal and state solid waste disposal legislation, specifically including although not limited to establishment, construction, and utilization of properly designed, constructed, and permitted landfills and solid waste facilities within the next three (3) fiscal years; and,

WHEREAS, Anderson County, Oconee County, and Pickens County (the "Counties"), each a duly authorized body politic and political subdivision of the State of South Carolina, (the "parties" to this Intergovernmental Agreement), have each independently and collectively studied the options available for meeting federal and state solid waste disposal mandates; and,

WHEREAS, the Counties, independently and collectively, have reached the conclusion, for their own respective reasons, that construction of a joint, multi-county regional solid waste disposal and resource recovery research facility would be more in the best interests of each than creation and construction of separate, intra-county landfills, and have determined to do so pursuant to this agreement, a separately executed consent order between the Counties and the South Carolina Department of Health and Environmental Control establishing the intent and time frame for construction of the project, and a separately executed servicing agreement between the Counties and the Appalachian Council of Governments, as further described herein;

WHEREAS, pursuant to the Constitution and the Code of Laws of South Carolina, the Counties are authorized to enter into intergovernmental agreements, relating to the creation of regional solid waste disposal and/or research facilities;

NOW, THEREFORE, in consideration of the mutual covenants and respective terms, conditions, and obligations of this agreement, respectively and voluntarily undertaken by the Counties and each of them, and the benefits and responsibilities flowing to and from the Counties and each of them, the sufficiency and adequacy of which is hereby acknowledged, the parties agree as follows:

I. ULTIMATE GOAL: It is the ultimate, long-term goal of the parties to this agreement to mutually plan, permit, create, develop, fund, construct, and operate a multi-county regional solid waste disposal facility and other associated solid waste facilities, including resource recovery facilities and a research component, in compliance with all currently applicable federal and state guidelines and regulations. The scope of this current agreement, however, extends

only through construction of such a facility(ies) and does not and shall not encompass actual operation of the facility(ies). This agreement should be interpreted and construed in light of the stated goal of the parties, and the intended present scope of the agreement. It is also the goal of the Counties, party to this agreement, to capitalize all aspects of the project up through and including construction based upon the respective populations of the Counties, and to capitalize the actual operation of the project based upon weight of solid waste delivered by each county. It is also the ultimate goal of the Counties, party to this agreement, to include a viable research component as an essential element of the overall project.

II. INTENT: The intent of the parties in this agreement is to outline those steps necessary to achieve the goal of the parties up through and including construction of the multi-county regional solid waste disposal facility and associated facilities (the "project"), only; to describe the rights, duties, and responsibilities of each of the parties in achieving that goal; and, to generally describe the methodology by which the goal, not including operation of the solid waste disposal facility or resource recovery research facility, is to be achieved. This agreement should be construed and interpreted in light of this stated intent.

III. SCOPE: The scope of the joint project envisioned and encompassed by this agreement, which is the same as the goal of the counties which are party to this agreement, excluding operation of the solid waste disposal and resource recovery research facility, may be summarized as follows:

Landfill Implementation Process

- Step 1 - Completion of Project Definition and Feasibility Analysis
- Step 2 - Land Option Purchase
- Step 3 - Preliminary Hydrogeological Characterization Report

DHEC Review

- Step 4 - Site Hydrogeological Characterization Report
- DHEC Determination of Site Suitability
- Step 5 - Land Purchase
- Step 6 - Facility Issues Negotiation Process and Preparation of Permit Application Package
- Step 7 - Preparation of Construction

Resource Recovery Facility Implementation Process

- Step 1 - Project Definition and Completion of Feasibility Analysis to Include Model Contract
- Step 2 - Preparation and Issuance of Request for Proposals to Pre-qualify Firms
- Step 3 - Evaluation of Proposals

Drawings, Specifications, and Bid Documents Step 4 - Selection of Contractor and Negotiation of Contract

Permit Review and Approval by DHEC

Step 8 - Landfill Bid and Construction

IV. PROJECTED COSTS: Based upon best current information, the following projections represent the estimated costs for each step of the project:

Landfill Implementation Process

Resource Recovery Facility Implementation Process

Step 1 - Completion of Project Definition and Feasibility Analysis - \$100,000.00

Step 2 - Land Option Purchase - \$50,000.00

Step 3 - Preliminary Hydrogeological Characterization Report - \$50,000.00

DHEC Review

Step 4 - Site Hydrogeological Characterization Report - \$400,000.00

DHEC Determination of Site Suitability

Step 5 - Land Purchase - \$1.5 million

Step 6 - Facility Issues Negotiation Process and Preparation of Permit Application Package- \$400,000.00

Step 7 - Preparation of Construction Drawings, Specifications, and Bid Documents - \$200,000.00

Permit Review and Approval by DHEC

Step 8 - Landfill Bid and Construction - \$12 Million

Total - \$14.7 Million

Step 1 - Project Definition and Completion of Feasibility Analysis to Include Model Contract - \$100,000.00

Step 2 - Preparation and Issuance of Request for Proposals to Prequalify Firms - \$50,000.00

Step 3 - Evaluation of Proposals - \$50,000.00

Step 4 - Selection of Contractor and Negotiation of Contract- \$250,000.00

Total - \$450,000.00

Total, both processes: \$15.15 Million

In order to insure adequate funding of the total project as outlined above, each county's proportionate share of project costs shall be escrowed to and through the Appalachian Council of Governments, in accordance with a separately executed agreement between the Counties and the Appalachian Council of Governments, for disbursement under this agreement at appropriate intervals. Funding for Steps 1 - 7 of the "Landfill Implementation Process," as listed above, shall be escrowed according to the following schedule:

- A. Upon the execution of this agreement, a total of \$200,000 shall be escrowed according to the cost sharing formula prescribed in this agreement, to complete steps 1 - 3.
- B. By September 30, 1994, a total of \$2.5 million additional shall be escrowed according to the cost sharing formula prescribed in this agreement, to complete steps 4 - 7.

V. **PARTICIPATION**: Each of the parties to this agreement is expected to, and will participate fully and constructively toward achievement of the goal, through sharing in costs, as described below, through support of staff and personnel of the respective Counties, and through the support and endorsement of the governing bodies of the Counties.

VI. **COST-SHARING FORMULA**: The costs of this project, including those costs associated with the **SCOPE** of this project, estimated but not limited to the amounts as shown above, will be shared by each of the Counties on the basis of a percentage of the total equal to that percentage which the population of each county bears to the total population of the three counties, based on the 1990 Census figures as finally amended by the Bureau of the Census. These percentages are as follows: Anderson County, 48.95%; Oconee County, 19.39%; and Pickens County, 31.66%. In the event of a cost overrun, the three counties will appropriate supplemental funds within 90 days of identification of the overrun, using the same cost-sharing formula.

VII. **COMMITMENT**: (A). The parties to this agreement and each of them, individually and collectively, commit to each other and as a part of this agreement to remain bound to each other through the completion of this project, including all phases described in the **SCOPE**, above, to participate as described in **PARTICIPATION**, above, and to share in the costs as described in **COST-SHARING FORMULA**, above, to the completion of the project, which shall be the completed construction of a multi-county, regional solid waste disposal and resource recovery research facility.

(B). The Counties party to this agreement or any of them may mutually or individually dissolve this agreement and avoid commitment, except as listed below, only under the following conditions:

1. If either the Preliminary Hydrogeological Characterization

Report or the Site Hydrogeological Characterization Report determines the selected site to be unsuitable for the purpose of constructing the proposed multicounty regional solid waste landfill.

2. If SCDHEC denies a permit for the multicounty regional solid waste landfill on the selected site.
3. If the counties party to this agreement all mutually agree to dissolve this agreement for their convenience.

In the event of such a mutual dissolving of the agreement, the Counties party to this agreement, and each of them, shall be obligated only for work performed, with the remaining escrowed funds, along with any interest earned, to be distributed pro rata, based on the percentage of original contribution. Nothing in this paragraph, however, shall relieve any such county of any obligation accruing prior to that point, including the obligation to fund its full share of all costs involved in the steps accrued prior to that point.

(C). If any county or counties party to this agreement unilaterally withdraws from this agreement without the mutual consent of all, such unilaterally withdrawing county or counties shall forfeit the following:

1. All monies expended or escrowed as a result of this agreement, and any claims thereto;
2. Any funds or payments for services rendered or expended by or on behalf of such county, and any claims thereto;
3. Any right to participate in the completion of the project or the use thereof upon completion;
4. Any interest in or title to any equipment, documents, reports, plans, specifications, or property, whether real or personal, acquired collectively by the counties pursuant to this agreement.

In addition, any county or counties remaining in this agreement may elect to proceed with the project using any and all remaining escrowed funds for this purpose.

VIII. TITLE TO REAL PROPERTY: Upon completion of Step 5 (Land Purchase) as contained in Section IV hereof, the title to such real property and any improvements thereon shall be titled in the name of each of the Counties, party to this Agreement, collectively as Tenants in Common, subject to the forfeiture provisions contained in Section VII(C) hereof.

IX. COMMITMENT FOR USE OF FACILITIES: Upon completion and permitting of the solid waste disposal and resource recovery research facility proposed by this agreement, each county party to this agreement agrees to exclusively use such solid waste disposal facility and other facilities contemplated by this Agreement, to include the research facilities, for the disposal and disposition of all municipal solid waste generated or collected by or on behalf of the county for the full extent of the useful life of such solid waste disposal facility and related facilities, to the maximum extent permitted by law and within its respective control.

X. PROCUREMENT PROCEDURES: The parties acknowledge that it will be necessary to utilize and employ the services of an engineering consulting firm as well as other consultants or contractors to accomplish the objectives contemplated by this agreement. It is mutually understood and agreed that such engineering firm shall be selected and contracted with on behalf of the three counties by the Appalachian Council of Governments using the South Carolina State Procurement Code and that all future contracts and agreements for goods and services contemplated and required by this agreement shall be undertaken and awarded in accordance with the provisions of the South Carolina State Procurement Code unless otherwise agreed to by all parties hereto.

XI. AGREEMENT: The Counties, party to this agreement, individually and collectively do hereby agree, to the extent permitted by law, to bind themselves and their successors, as a contractual commitment, subject to availability and appropriation of funds and subject to enforcement at law and equity, to meet all of the obligations and commitments of this intergovernmental agreement and to mutually and collectively complete the project envisioned by the agreement, that is the mutual construction and completion of a multi-county, regional solid waste disposal facility and resource recovery research facility, within the guidelines, timeframe, and requirements of federal and state law, subject only to exceptions as previously noted.

This agreement is made and entered into this ____ day of _____, 1994, between and among Anderson County, Oconee County, and Pickens County, pursuant to authorization of their respective governing bodies.

ANDERSON COUNTY

WITNESSES:

BY: _____
TITLE: _____

OCONEE COUNTY

WITNESSES:

WITNESSES:

BY: _____
TITLE: _____

PICKENS COUNTY

BY: _____
TITLE: _____

ADVERTISEMENT FOR PROPOSALS

Appalachian Council of Governments
Coordinating Agency

50 Grand Avenue, P.O. Drawer 6668
Address

Greenville, S.C. 29606
City State Zip

Separate sealed proposals for consulting services to Anderson, Oconee, and Pickens Counties, through an Intergovernmental Agreement, are requesting Statements of Qualifications from Consultants for services to plan, design, permit, develop, and observe and project manage the construction, for purposes of certification to SCDHEC, of a Multi-County Regional Solid Waste Management Complex which will include a Subtitle D Landfill with associated Solid Waste Facilities to include Resource Recovery Facilities and plans for a research component. Proposals will be received by the Appalachian Council of Governments, acting as the agent for the three counties of Anderson, Oconee, and Pickens. The Proposal Documents may be examined at the Appalachian Council of Governments office which is located at 50 Grand Avenue, Greenville, South Carolina 29606. Proposals will be received until 2:30 p.m., local prevailing time, on July 12, 1994, at said office, after which time and date no additional proposals will be accepted. A pre-proposal conference will be held prior to the proposal submittal, and this will occur at 2:30 p.m., local prevailing time, on June 23, 1994, at said office.

Additional copies of the Proposal Documents may be obtained at the Appalachian Council of Governments Office, 50 Grand Avenue, Greenville, South Carolina 29606.

REQUEST FOR PROPOSALS

Anderson, Oconee, and Pickens Counties through an Intergovernmental Agreement are requesting Statements of Qualifications from Consultants for services to plan, design, permit, develop, and observe and project manage the construction, for purposes of certification to SCDHEC, of a Multi-County Regional Solid Waste Management Complex (The Complex in total will hereinafter be referred to as the Project) which will include a Subtitle D Landfill with associated Solid Waste Facilities to include Resource Recovery Facilities and plans for a research component. All of the facilities are to be planned, designed and constructed in compliance with all currently applicable Federal, State and Local Guidelines and Regulations for municipal solid waste Landfills and other solid waste management facilities. The Proposers shall submit Federal SF 254 and Federal SF 255 for their firm and any subcontract firms. Proposers also are to include the fee, for information purposes, which it would seek for their services. Items to be included in the Scope of Services for the 600 TPD Joint Regional Subtitle D Landfill are listed as follows:

- LF Task 1. Project Definition and Feasibility Analysis
- LF Task 2. Land Option Purchase (By Intergovernmental Representative)
- LF Task 3. Preliminary Hydrogeological Characterization Report (Proposers may assume that a land site for the proposed facility has been chosen and will be under option at the beginning of work.)

Completion of Tasks 1, 3, and 4 by the Consultant with submittal of the report for SCDHEC review should include allowance for three local SCDHEC meetings in Columbia, SC. Should the site be determined not to be suitable for utilization as a Subtitle D Landfill by SCDHEC, the consulting contract may be terminated at this point. Should the SCDHEC review be favorable, the next task for completion would be:

- LF Task 4. Site Hydrogeological Characterization Report

Should the Site be determined unsuitable as a Subtitle D Landfill by SCDHEC, the consulting contract would be terminated at this point.

- LF Task 5. Land Purchase (By Intergovernmental Representatives)

Land option and purchase negotiations (Task 2 and Task 5) would be completed by Intergovernmental representatives not requiring any consultant input.

- LF Task 6. Facility Issues Negotiation Process and Preparation of Permit Application Package

LF Task 7. Preparation of Construction Drawings, Specifications, and Bid documents, with submittal for permit review and approval by SCDHEC.

LF Task 8. Landfill bid and construction.

On a parallel track, starting after Landfill implementation Task 4 and SCDHEC approval of site suitability, it will be necessary for the consultant to accomplish the following tasks to select a process/technology for a Resource Recovery Facility for a waste stream of 600 TPD.

Additional Scope of Services tasks to be accomplished by the consultant for the Resource Recovery Facility will include:

RRF Task 1. Project Definition and Feasibility Analysis to include a model contract between the Tri-Counties and the Resource Recovery Park Company.

RRF Task 2. Preparation and issuance of a Request for Proposals to prequalify companies proposing to supply the Resource Recovery Facility process/technology.

RRF Task 3. Evaluation of proposals.

RRF Task 4. Selection of Resource Recovery Facility contractor and negotiation of contract.

Proposers shall ensure that items covered in their submittal describes fully, for ranking purposes, the following: 1) related past performance; 2) abilities of professional personnel; 3) willingness to meet time and budget requirements; 4) location; 5) recent, current, and projected workloads of the firm; 6) creativity and insight related to the project; 7) related experience on similar projects; and 8) Pricing for information purposes.

All Proposers are to include, for information, the following items: 1) listing of hourly rates, 2) multipliers to be used in fee calculations, 3) breakdown of overhead and profit, and 4) basis of multiplier and fee calculations as to whether on direct salary or salary plus overhead cost burden. Submission of SF's 254 and 255 will furnish technical qualifications and capabilities of the proposer (and subcontractors if needed). For firms not offering complete services such as aerial mapping, surveying, soils, hydrogeological, information must be included for subcontractors and experience specified on previous projects of the project team submitting for this project. Submittal of information on alternatives or optional considerations for both the Landfill and Resource Recovery Park Facility is encouraged to facilitate comparison of proposal submittals by consultants as well as for the purpose of saving funds for development of the facility. Proposers shall include specific sludge processing / management facilities options as a part of the Resource Recovery

Facilities. No waste to energy facilities (i.e. incinerators) are to be a part of any consultants' proposal. Consultants' specific experience in Resource Recovery Facilities will need to be outlined for comparison purposes. The Appalachian Council of Governments considers the importance of the Resource Recovery Technology/Process to be the focal point of the total solid waste management complex and as a means of reduction of dependence on a Subtitle D Landfill.

Mapping for the facility required by the consultant will need to be outlined specifically in the proposal as well as the amount of existing mapping information that may be utilized by the consultant.

An in-depth description of the proposed work to be done should be submitted, including a step-by-step outline of each Task, which will demonstrate the Consultants' understanding of the required scope of services. Each step should be described in sufficient detail so that accurate comparisons can be made of the various proposals. A listing of resources to be used should also be submitted. Appropriate documentation outlining the entire project should also be submitted. Include a detailed schedule that shows each activity, the time estimated for the performance of each, and a schedule showing the estimated completion date of each. The Appalachian Council of Governments will select the successful proposer and enter into a contract with the same firm.

A complete cost narrative must be included in the proposal package fully outlining how the final lump sum price was determined. Failure to include a cost narrative shall disqualify any proposal.

All Proposers shall submit one (1) original proposal and 4 copies in a sealed envelope/package to Mr. George McDaniel by date and time shown on proposal cover sheet (July 12, 1994, 2:30 p.m.). No proposals shall be accepted after that date and time. Proposals may be hand delivered or by delivery service to same address. **NO FAX PROPOSALS ARE ACCEPTABLE.**

All proposals shall be valid for 90 days after opening. The right to extend this time is expressly reserved.

All professional personnel working on this project shall have proper registration/certification credentials and shall be completely addressed in your proposal.

If any portion of this work is to be subcontracted, subcontractor must be identified and qualifications provided, etc. Failure to identify the subcontractor(s) shall disqualify any proposal. Additionally, once the contract has been awarded, the firms listed as subcontractors shall not be changed without written approval of Appalachian Council of Governments.

The right to award the proposal shall be based on all ranking factors specified in conjunction with the pricing information. Qualifications and experience shall weigh heavily in the decision process.

The successful firm shall hold the Appalachian Council of Governments and the three counties harmless from any claims that may arise during and after completion of the contract. The Appalachian Council of Governments reserves the right to waive any technicalities or any informalities or to accept or reject any or all proposals when the best interests of the Appalachian Council of Governments shall be served.

REQUEST FOR QUALIFICATIONS

Oconee County is requesting Statements of Qualifications for services related to the administration and/or construction management of an emergency housing assistance project in Oconee County. The project will be funded by a Community Development Block Grant awarded to Oconee County by the SC Governor's Office, Division of Economic Development.

The grant administrator's duties shall include, but not be limited to, the following activities: (1) All administrative and supervisory services, coordinated planning, implementation and budget control for the project; (2) Maintaining central records of the project which relate to management and administrative responsibilities, and reporting requirements; (3) Any and all activities required by the Governor's Office, Division of Economic Development, to administer and close out the project without penalties or findings. A more detailed scope of services is available upon request.

The construction manager's duties shall include, but not be limited to, the following activities: (1) Assisting in taking grant applications; (2) Developing work write-ups, specifications and cost estimates for housing rehabilitation and new construction; (3) Performing initial, progress, and final inspections of houses, and monitoring work; (4) Recruiting contractors; (5) Assisting in the bidding process; (6) Coordinating construction activities with homeowners; (7) Approving payment of contractors. A more detailed scope of services is available upon request.

A Selection Committee will review and evaluate each firm's submission based on the following factors: (1) Qualifications of specific personnel to be assigned to the project; (2) Experience of the firm on similar projects; (3) Knowledge of, and experience with, CDBG regulations; and (4) Location and availability of personnel. The Selection Committee will make its recommendation to County Council, which reserves the right to reject any or all responses and to waive any minor technicalities or errors. Price will be negotiated with the most responsive, responsible, qualified firm.

All proposals are due by 5:00 pm on June 6, 1994 at the following address:

Oconee County
288 Becker Drive
Walhalla, SC 29691
Telephone 638-4141
Attention: Ms Marianne Dillard

Please contact Ms Marianne Dillard at the above address to request scope of services, or to answer any additional questions.

**SCOPE OF SERVICES
GRANTS ADMINISTRATION**

Oconee County has recently applied for an emergency assistance grant under the Community Development Block Grant Program to assist victims of the March 27 tornado in Oconee County. Assistance will include housing rehabilitation, housing reconstruction, new construction, mobile home replacement and any other eligible CDBG activities to assist persons whose homes were damaged or destroyed by the tornado.

The Scope of Services for the Grants Administrator includes, but will not be limited to, the following activities:

1. Prepare all environmental review records and all other documents associated with the start-up of a new CDBG grant.
2. Assist in taking and processing applications for assistance.
3. Assist with the procurement of contractors and/or mobile homes.
4. Prepare all forms, letters, and other documents associated with the execution of the program for the Grantee designee's signature.
5. Supervise the construction manager.
6. Organize and maintain all records which relate to management and administrative responsibilities, and reporting requirements.
7. Assist the State with compliance monitoring.
8. Perform project closeout.
9. Perform all administrative and supervisory services, coordinated planning, implementation and budget control for the project, and all other administration associated with a Community Development Block Grant.
10. Work in conjunction with the Grantee to prepare and maintain all financial books, records, drawdowns and disbursements pertaining to the program.
11. The grants administrator will be responsible for exercising appropriate monitoring and control procedures with regard to the responsibilities ascribed to the grants administrator and construction manager for the purpose of ensuring that all aspects of the project are properly and adequately completed. This includes any and all activities required by the Governor's Office, Division of Economic Development, to administer and close out the project without penalties or findings.

**SCOPE OF SERVICES
CONSTRUCTION MANAGER**

Oconee County has recently applied for an emergency assistance grant under the Community Development Block Grant Program to assist victims of the March 27 tornado in Oconee County. Assistance will include housing rehabilitation, housing reconstruction, new construction, mobile home replacement and any other eligible CDBG activities to assist persons whose homes were damaged or destroyed by the tornado.

The Scope of Services for the Construction Manager includes, but will not be limited to, the following activities:

1. Assist in taking grant applications.
2. Develop work write-ups, specifications and cost estimates for housing rehabilitation, reconstruction and new construction.
3. Perform initial, progress, and final inspections of houses, and monitor construction work.
4. Recruit contractors.
5. Prepare bid documents and assist in the bidding process.
6. Coordinate construction activities with homeowners.
7. Approve payments to contractors.
8. The construction manager will be responsible for exercising appropriate monitoring and control procedures with regard to the responsibilities ascribed to the construction manager for the purpose of ensuring that all construction aspects of the project are properly and adequately completed. This includes any and all construction monitoring activities required by the Governor's Office, Division of Economic Development, to administer and close out the project without penalties or findings.

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE June 07, 1994 DEPARTMENT Supervisor CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 93 - 94 BUDGET:

1. TO: Capital Expenditure:
Road Paving/Bridge # 10 - 022 - 00150 - 22881 \$ _____
(fill in line item name) (fill in line code)

FROM: Maintenance On Equipment # 010 - 022 - 00150 - 00024 \$ 950.00
(fill in line item name) (fill in line code) ^{up to}

Justification: In order to try to pave/recap all work put out for bid
for Road Paving.

2. TO: Capital Expenditure:
Road Paving/Bridge # 10 - 022 - 00150 - 22881 \$ _____
(fill in line item name) (fill in line code)

FROM: Telephone # 010 - 022 - 00150 - 00041 \$ 530.00
(fill in line item name) (fill in line code) ^{Up To}

Justification: Same As Above

3. TO: Capital Expenditure:
Road Paving/Bridge # 10 - 022 - 00150 - 22881 \$ _____
(fill in line item name) (fill in line code)

FROM: Capital Expenditure:
Vehicle/Equipment # 10 - 022 - 00150 - 00870 \$ 500.00
(fill in line item name) (fill in line code) ^{Up To}

Justification: Same As Above

DEPARTMENT HEAD SIGNATURE

APPROVED: 6/7/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Green
COUNCIL CLERK

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE June 07, 1994 DEPARTMENT Supervisor CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 93 - 94 BUDGET:

1. TO: Capital Expenditure:
Road Paving/Bridge # 10 022 00150 22881 \$ _____
(fill in line item name) (fill in line code)

FROM: Capital Expenditure: Up To
E-911 Equipment # 010 - 022 - 00150 - 22840 \$ 9,600.00
(fill in line item name) (fill in line code)

Justification: Balance 1993-1994 Road Paving Bid for Recap/Pave

2. TO: Capital Expenditure:
Road Paving/Bridge # 10 022 00150 22881 \$ _____
(fill in line item name) (fill in line code)

FROM: Operational Up To
Operational # 10 - 022 - 00255 - 00032 \$ 20,200.00
(fill in line item name) (fill in line code)

Justification: Same As Above

3. TO: _____ # - - - - \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # - - - - \$ _____
(fill in line item name) (fill in line code)

Justification: _____

DEPARTMENT HEAD SIGNATURE

APPROVED: 6/7/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Green
COUNCIL CLERK

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE 6/7/94 DEPARTMENT County Council CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 93 - 94 BUDGET:

1. TO: Capital Expenditures # 10 - 045 - 00150 - 000840 \$ 500.00
(fill in line item name) (fill in line code)

FROM: Operational # 10 - 045 - 00150 - 00032 \$ 500.00
(fill in line item name) (fill in line code)

Justification: To purchase table and chairs to use in computer room as needed
for conferences, etc.

2. TO: _____ # - - - \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # - - - \$ _____
(fill in line item name) (fill in line code)

Justification: _____

3. TO: _____ # - - - \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # - - - \$ _____
(fill in line item name) (fill in line code)

Justification: _____

Opal O. Green
DEPARTMENT HEAD SIGNATURE

APPROVED: 6/7/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Green
COUNCIL CLERK

June 7, 1994

**GOLDIE
&
ASSOCIATES***engineering, environmental
and laboratory services*

Marianne Dillard
Oconee Co. Purchasing Dept.
208 Booker Drive
Walhalla, SC 29691

RE: Preliminary Cost Estimate
Courthouse HVAC & Radon Testing

Dear Ms. Dillard:

This will confirm our telephone conversation today regarding renovation of the HVAC system in the basement of the courthouse and testing for possible radon.

As discussed, construction costs for replacing the existing system could cost approximately \$40,000.00 but as little as \$25,000.00, depending on how much of the existing duckwork could be utilized. Engineering costs associated with the new installation including design that will meet ASHRAE and OSHA standards will be approximately \$5000.00. Construction observation and administration, if desired, will be approximately \$2500.00

In addition, 90 day radon testing will be approximately \$500.00. This includes 5 separate test locations, placement, analysis and letter report of results.

If you have any questions, or need additional information, please let me know.

Sincerely,

Goldie & Associates


Stephen R. Goldie
President

80122-12

Post-It® Fax Note	7871	Date	6/9/94	# of Pages	1
To	Marianne Dillard	From	Steve Goldie		
Co./Dept.	SCPD	Co.	Goldie & Assoc		
Phone #		Phone #	882-8194		
Fax #	638-4142	Fax #	882-0851		

INDOOR AIR QUALITY
PRELIMINARY ASSESSMENT
OCONEE COUNTY COURTHOUSE BASEMENT

Dated

May 17, 1994

prepared for

OCONEE COUNTY PURCHASING DEPARTMENT
208 BOOKER DRIVE
WALHALLA, SC 29691

prepared by

Goldie & Associates
210-A W. North Second St.
Seneca, SC 29678
(803)882-8194

INDOOR AIR QUALITY
PRELIMINARY ASSESSMENT
OCONEE COUNTY COURTHOUSE BASEMENT

Dated

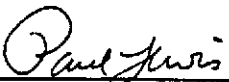
May 17, 1994

prepared for

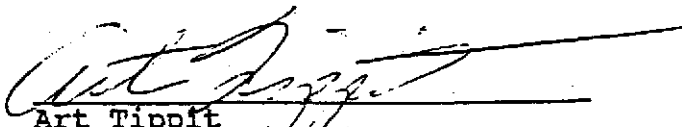
OCONEE COUNTY PURCHASING DEPARTMENT
208 BOOKER DRIVE
WALHALLA, SC 29691

prepared by

Goldie & Associates
210-A W. North Second St.
Seneca, SC 29678
(803)882-8194



Paul Lewis
Project Engineer
P.E. #13258



Art Tippit
Certified Industrial Hygienist
CIH # 2301

**INDOOR AIR QUALITY ASSESSMENT
OCONEE COUNTY COURTHOUSE BASEMENT
TABLE OF CONTENTS**

EXECUTIVE SUMMARY	1
I. PURPOSE	3
II. INDOOR AIR QUALITY ASSESSMENT	4
III. CONCLUSIONS	14
IV. RECOMMENDATIONS	15
TABLES	16
FIGURES	21
APPENDICES	
APPENDIX A - PROPOSED OSHA IAQ REGULATIONS	

EXECUTIVE SUMMARY

The Indoor Air Quality of the basement at the Oconee County Courthouse was evaluated in response to air-related complaints and employee concerns about the incidence of cancer in the Tax Center and Map Room for employees. The assessment included an evaluation of the existing heating, ventilation and air conditioning (HVAC) system, air sampling, and interviews with a representative sample of employees.

Our findings are:

1. High concentrations of carbon dioxide and the health related symptoms expressed by the employees indicate the need for make up (outside) air in the Tax Center and Map Room HVAC systems. Presently no outside air is mechanically introduced into these systems.
2. Air flow tests and complaints of temperature extremes, along with the design of the existing HVAC system in the Tax Center indicate the possibility that the units in the Tax Center may be undersized and the ductwork improperly designed.
3. Many employees perceive that the incidence of cancer in the Tax Center is high. Because the population sample is small, it is not possible to verify or disprove this statement. Because there does not appear to be any pattern in the types of cancer that have occurred in persons employed at the Tax Center, there did not appear to be a relationship with employment at the Tax Center and cancer. Very detailed epidemiological studies would be required to further investigate this relationship, and even then may not bring definitive answers.

Our recommended future course of action is:

1. We recommend that the heating and air conditioning system be modified to include an outside air source in the Tax Center and the Map Room and to improve the circulation of the air within the Tax Center.
2. Because of the location and construction of the basement, we recommend a 90 day test for Radon, which has been reportedly linked to increased risk of lung cancer.

**INDOOR AIR QUALITY ASSESSMENT
OCONEE COUNTY COURTHOUSE BASEMENT**

I. PURPOSE

Goldie & Associates was retained to evaluate the indoor air quality in the Basement of the Oconee County Courthouse in response to concerns in the Basement and the perceived elevated incidence of cancer in the Tax Center. This report presents the findings and conclusions of the assessment, along with recommendations for further action. Interviews, observations and air testing were completed by Goldie & Associates on March 31, 1994. Results represents conditions present at that time.

II. INDOOR AIR QUALITY ASSESSMENT

The assessment of the indoor air quality in the Basement included:

1. An overall assessment of the existing facilities at the Tax Center, Basement, and Ground;
2. An evaluation of the HVAC system in the Tax Center and the Map Room;
3. Air sampling for carbon monoxide (CO), carbon dioxide (CO₂), formaldehyde, ammonia, temperature, relative humidity, and dust in the Tax Center and Map Room;
4. Interviews with employees from the Tax Center and Map Room; and,
5. A review of applicable standards.

A. Existing Facilities

The courthouse is a three story structure constructed in 1957-58, consisting of a Basement (which is below ground) and two upper floors. The Courthouse Basement contains the "Tax Center", the Map Room, a computer room, a janitor's closet, an unfinished storage area and the Mechanical Room. The upper floors contain the Court Room and miscellaneous court and solicitor's offices.

1. The Tax Center

The Tax Center houses the offices and work spaces of the Tax Assessor, the Treasurer, the Auditor, and the Delinquent Tax Collector. It is primarily an open area with offices on the perimeter of two walls. Figure 1 shows a layout of the Tax Center.

The Tax Center utilizes approximately 5000 square feet of the Basement. This area was originally unfinished and had a

dirt floor, but in 1977-78 was floored with a concrete slab floor and finished essentially as it is today.

The Tax Center has two personnel accesses; one is a single front door that opens to the outside of the building, the other is a pair of double doors that open into a hallway leading to other parts of the Basement.

The Tax Center receives customers for the purpose of paying bills and other county business. Approximately 30 people work in the Tax Center.

2. Miscellaneous Other Areas

The remainder of the Basement consists of miscellaneous rooms situated off of two hallways.

The Mechanical Room contains a diesel-fired boiler, a chiller, an air compressor and the HVAC units for the Court Room and the upper floors.

The Computer Room formerly housed a mainframe computer, but is now used as a work area.

The Map Room is storage and work area for map users. The Map Room has a blue print machine utilized for copying maps. Four people work in the map room.

The Janitors Closet contains miscellaneous cleaning chemicals.

The unfinished storage area has a dirt floor and is used to store miscellaneous boxes of records and files. It was formerly used to store Civil Defense supplies.

A smoking area is located at the base of the stairs directly outside of the Basement. Smoking has not been permitted in the building for the last two years.

B. The Heating, Ventilation and Air Conditioning (HVAC) System.

The HVAC at the courthouse is divided into three separate systems, each with its own HVAC unit or units. There are three systems: the Court Room, the Tax Center, and the remainder of the Courthouse (the first and second floors, and the original Basement) are on a separate system. There is no interconnection between the three systems.

The Court Room is heated and cooled by an HVAC unit in the Mechanical Room. This unit recirculates the air from the Court Room and adds heating or cooling with hot or cold water coils in the duct.

Make up is ducted from the outside and into the system through a duct in the Mechanical Room.

The remainder of the courthouse upper floors and the Map Room and Computer Room are heated and cooled by hot or cold water recirculated to water coils in individual room units. Air is recirculated through the coils to provide heating and cooling. Make up air is supplied to the units through the outside air duct from the Mechanical Room. A section of this make up air duct is located above the ceiling tiles in Map Room, but does not discharge into the Map room. The Map Room therefore does not receive any make up air. Ceiling mounted units supply heating and cooling for the Map Room.

The air conditioning for the Tax Center is provided by two 4 ton Fedders units located in a storage room behind the Appraiser's

Work Area. These units are conventional air conditioners with internal strip heaters. The compressors for these units are located in the front of the Courthouse.

Unit #1 supplies air to the offices and to the Appraisers Work Area. Return air registers are located in the offices and on the side of Unit #1.

Unit #2 supplies air to the main Tax Center area and to part of the Appraiser's Work Area. All return air comes through the side of the duct at Unit #2. There is no return air ductwork for this unit.

The area heated and cooled by Unit #2 is significantly larger than that conditioned by #1.

Condensation from the two units is discharged to a pipe which is an apparent wastewater drain line from the boiler room.

C. Miscellaneous Observations

1. The exhaust fan in the Mechanical Room was not on during the site visit. The maintenance manager said that it is generally on, but that other mechanics will turn it off if the room is too cold and they have to work in the room.
2. The air conditioning system was not operating during the first part of the day of the site observations.
3. Pipes going to or from the equipment in the Mechanical Room penetrate the wall between the Mechanical Room and the storage closet behind the Appraiser's Work Area. Spaces around the pipe could allow the exchange of air between the two areas.

D. Applicable Standards

The American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) publishes recommendations and standards for HVAC systems. ASHRAE recommends a minimum of 20 cubic feet per minute (cfm) per person of fresh (outside) make up air for indoor office environments to provide ample fresh air to keep concentrations of CO₂, odors and other indoor air contaminants reduced to provide a good indoor air quality environment for the average healthy worker.

The Occupational Safety and Health Administration (OSHA) published a proposed standard concerning Indoor Air Quality (IAQ) and Environmental Tobacco Smoke (ETS) on April 5, 1994. OSHA estimates more than 6 million workplaces would be affected by the ETS provisions and more than 4.5 million non-industrial worksites would be affected by the IAQ provisions. This standard, if passed into law, would require employers to develop and implement an indoor air quality compliance plan, assure proper functioning of building systems which affect indoor air quality, inform employees about indoor air quality and the OSHA IAQ standard, and either prohibit smoking or designate non-working smoking areas that are enclosed and exhausted directly to the outside. The above list of requirements is just a partial listing of the components of the IAQ and ETS standard. A copy of the proposed standard is attached for information purposes.

E. Air Sampling

Air samples were taken in various parts of the Tax Center on March 31, 1994 to determine the presence of carbon monoxide, carbon dioxide, ammonia, formaldehyde and dust. Temperature and humidity were also measured. Background measurements were taken outside for CO₂, CO and temperature. Air sampling results and

measurements are shown in Table 1. The sampling is representative of only one day; longer term sampling would be more accurate, but the one day sampling is ample to be indicative of air quality problems at the site.

1. Carbon Dioxide (CO₂)

Carbon dioxide is a natural product of human respiration and is normally present in outside air in concentrations of 300-350 ppm. Elevated concentrations of CO₂ (around 1000 ppm) do not produce any lasting ill health effects, but may produce a feeling of stuffiness or staleness. CO₂ levels are a good indication of inadequate outside air exchange rates, i.e., effectiveness of building ventilation. ASHRAE's CO₂ indicator level is 1000 ppm, while OSHA's proposed action level requiring maintenance to check the HVAC operating system is 800 ppm.

Carbon dioxide was measured using Drager colorimetric indicating tubes. A measured amount of air is pumped through the tube, which contains reagents that change color to indicate the approximate concentration of CO₂ present in the air.

The concentrations of CO₂ measured in the Tax Center varied from 1000 ppm to 1500 ppm, while the CO₂ in the Map Room measured 800 ppm. Carbon dioxide levels outside the building were measured at 325 ppm. Concentrations in the Tax Center would be indicative of inadequate make up air and/or air recirculation. Conditions in the Map Room would be considered borderline by ASHRAE while OSHA would require maintenance to check the HVAC operating system.

2. Carbon Monoxide

The presence of carbon monoxide (CO) indicate exhausts from

combustion sources. OSHA's permissible exposure limit for carbon monoxide in industry is 50 ppm for an 8-hr time-weighted average (TWA) exposure. At 50 ppm, some people experience dizziness, headache and lassitude. Inhalation of carbon monoxide causes the blood hemoglobin to form carboxyhemoglobin instead of oxyhemoglobin, but this process is reversed if the exposure to carbon monoxide is ended.

CO measurements were taken with a Neotronics Exotex meter, which can continuously monitor the concentrations.

Most of the area of the Tax Center had 0 parts per million (ppm) concentration of CO. Near the front door readings were from 0 to 1 ppm, probably due to vehicle exhaust.

No measurable health effects would be noticeable at these concentrations for the average healthy worker.

3. Formaldehyde (HCHO)

The levels of formaldehyde were measured with a Draeger colorimetric indicating tubes. Short-term exposure to formaldehyde may cause upper respiratory tract irritation in exposed workers. Levels of formaldehyde in the Tax Center were below the colorimetric indicating tubes limit of detection of 0.2 ppm (i.e., none was detected).

4. Temperature and Humidity

Temperature and humidity effect the comfort of the working environment. Extreme temperatures or excessive humidity can cause the feeling of discomfort, as well as support the growth of microbial contaminants such as molds and mildew.

Wet and dry bulb thermometers were used to measure temperatures. Relative humidity (RH) was determined from

these temperatures.

Temperature readings ranged from 68°F to 73°F within the Tax Center and 77°F in the Map Room. Humidity readings ranged from 36 percent to 56 percent within the Tax Center and 38 percent in the Map Room.

ASHRAE recommends maintaining temperatures in office environments between 68° and 76° relative humidity between 30% and 60% RH. All measurements taken in the Tax Center and Map Room were within these ranges.

5. Ammonia

The Map Room contains a blueprint machine which utilizes ammonia to develop the images on the blueprint paper. Exposure to ammonia cause irritation of eyes, nose and lungs. The OSHA exposure limit for ammonia is 50 ppm (8 hr-TWA).

The ammonia concentrations were measured with Draeger colorimetric indicating tubes.

Ammonia concentrations in the Map Room were measured at 5 ppm, which is approximately one-tenth of the OSHA permissible exposure limit.

6. Dust

The presence of dust can be an indication of pollen or other allergy producing particulate matter. The average concentration of dust in an indoor air environment is 0.01 to 0.05 mg/m³. The dust levels measured in the Tax Center ranged from 0.00 to 0.03 mg/m³. Outside dust concentrations measured on the day of the survey was 0.02 mg/m³. No appreciable difference was noted between inside and outside

levels.

F. Interviews With Employees

As part of the Preliminary Assessment, 8 employees from the Tax Center and one from the Map Room were interviewed to collect information regarding the indoor air quality conditions and the employees' perceptions of those conditions. The tabulated results of these interviews are included in Table 2.

Most employees interviewed reported lack of air circulation (the words "stuffiness" and "staleness" were often used), that the temperatures were too hot or too cold and that there are noticeable odors. Some felt that there was often a musty smell and dust in the air.

One employee reported that "the room smelled particularly dusty in the morning" and attributed the smell to the vacuuming done in the area in the mornings.

Most employees interviewed indicated that the problems occur all day every day, with some indicating that the problem worsens on rainy days and when the number of people in the building increases.

More than half of those interviewed complained of runny nose, itchy eyes, or cough. More than one mentioned sneezing, headaches and sinus problems. Almost all said that the symptoms cleared up shortly (within 1 hour) after leaving the building.

When asked if they had any other concerns or information that they would like to share, almost all of the employees expressed concern in regard to the number of cancer cases and deaths. It is our understanding that there have been six cases of cancer

among employees in the Tax Center. The cancer cases were reported as follows:

<u>Name</u>	<u>Cancer</u>	<u>Status</u>
Elouise Pickel	Lung	Deceased
Mary Pagent	Ovarian/Uterine	Deceased
Madge Robinson	Pancreas	Deceased
John Fowler	Leukemia	Deceased
Becky Brock	Breast	Still Employed
Bruce Tom	Prostate	Deceased.

III. CONCLUSIONS

1. The symptoms of "stuffiness", "staleness" and itchy eyes would be the type of symptoms associated with inadequate outside make up air. The elevated levels of carbon dioxide are also indicative of the need for outside make up air. Because neither the Tax Center nor the Map Room systems have make up air introduced (other than through the outside doors), these systems do not meet the ASHRAE recommended standard of 20 cubic feet per minute per person of outside air to keep carbon dioxide levels reduced.
2. The comments from employees regarding the temperature extremes, along with the absence of return air duct work and the disparity in the areas served by the two HVAC units in the Tax Center indicate that these units may be improperly sized and/or the ductwork improperly designed.
3. Employees expressed concern that the incidence of cancer in the Tax Center is elevated. However, there is no apparent pattern to the type of cancer that would suggest a common cause.
4. The construction of the Tax Center and Map Room in the basement is underground and has a concrete "slab on grade" floor, with the exception of the unfinished storage area which has a dirt floor. This design may allow elevated levels of radon gas to be present in the air in these areas. Radon has been reportedly linked to lung cancer.
5. Exhaust from the boiler could, under some conditions, pass through the spaces around the pipes that penetrate the wall between the Mechanical Room and the storage closet where the Tax Center HVAC units are located or through the doorways.

6. Carpet cleaning in the morning may be stirring up dust and damaging air quality.

IV. RECOMMENDATIONS

Based on the preliminary assessment of the Courthouse basement areas, the following recommendations are made:

1. Supplemental outside make up air should be supplied into the Tax Center and the Map Room to meet the ASHRAE standard of 20 cubic feet of make up air per minute per person, customers as well as employees included.
2. As part of any additions or modifications to the HVAC system in the Tax Center, the existing system should be modified to improve the heating and cooling capacity of the units, and the distribution and recirculation of the air within the Tax Center.
3. A 90 day Radon test should be conducted to determine the levels of Radon in the air in the basement.
4. The exhaust fan in Mechanical Room should be on while boiler is operating, to ensure that exhausts are properly vented and not allowed to disperse within the basement.
5. Consideration should be given to changing the vacuuming schedule to the end of the day after employees leave.

TABLES

**TABLE 1.
OCONEE COUNTY COURTHOUSE BASEMENT AIR MEASUREMENTS**

AREA	TIME	CO ₂ (PPM)	Co (ppm)	Formaldehyde	TEMPERATURE °C (°F)	HUMIDITY (%)	DUST (MG/M ³)	AMMONIA NH ₃ (PPM)
OUTSIDE	1058	325	0-4	--	15(59)	--	0.02	--
INSIDE FRONT AT TREASURER'S COUNTER	1107	1300	0-1	ND	22(72)	36	0.00	--
	1300	1250 - 1300	0	ND	22(72)	42	0.03	
	1645	1100	0	ND	23(73)	38	--	
INSIDE CENTER OF TAX CENTER WORK AREA	1115	1350 - 1400	0-1	ND	20(68)	56	0.00	--
	1700	1100	0	ND	21.5(71)	52	--	
APPRAISER'S WORK AREA	1345	1500	0	ND	21.5(71)	44	--	--
DELINQUENT TAX COLLECTOR'S OFFICE	--	1000	0	--	22(72)	44	--	--
TAX AUDITOR'S OFFICE (KEN WILLIAMS)	1700	1100	0	ND	22(72)	48	--	--
AVERAGE FOR TAX CENTER AREAS		1220	0	ND	21.7(71)	45	0.01	--
MAP ROOM	-1600	800	0	ND	25(77)	38	--	5

ND = NON-DETECTABLE

-- = NOT MONITORED

TABLE 2.
INDOOR AIR QUALITY QUESTIONNAIRE RESPONSES
 (Total of 9 Responses)

Number of Responses

Question

1). Any complaints?

Temperature too cold:	6
Temperature too hot:	7
Lack of air circulation:	9
Noticeable odors:	7
Smells musty:	3
Damp when rains:	1
Dust in air:	3
Eyes itch after spraying for dust mites:	1

2). When do these problems occur?

Morning:	1
Afternoon:	0
All Day:	7
No noticeable trend:	2
Daily:	9
Depends on number of people in room:	2
Rain makes it worse:	2

3). Health problems or symptoms

Bronchitis:	1
Stuffy Nose:	1
Runny Nose:	5
Burning or Itching eyes:	5
Cough:	6
Sneezing:	3
Headaches:	2
Upper respiratory infection:	1
Sinus problems:	2
Difficultly Breathing:	1
Dizziness:	1

4). Do symptoms clear up within 1 hour after leaving work?

Yes	No
8	1

TABLE 2. (Cont'd)
INDOOR AIR QUALITY QUESTIONNAIRE RESPONSES

<u>Question</u>	<u>Number of Responses</u>	
5). Do you have any health problems or allergies which might account for any of these above symptoms? If yes, describe.	Yes	No
Allergies:	4	5
6). Do any of the following apply to you?		
Wear contact lenses:	5	
Operate video display at least 10% of the time:	8	
Operate photo copier:	8	
7). Taking medication?		
Allergies:	3	
Other (unrelated):	3	
Cough:	1	
8). Do you smoke?	Yes	No
	2	7
9). Other comments:		
Concern about cancer incidents:	7	
Vacuuming at night instead of morning would help dusty conditions:	3	
Occasionally smells like oil in hall:	1	
Allergies triggered by office air:	1	
Smokers often have door open into office:	1	
Need better air circulation:	1	
Bathrooms very smelly:	1	
Concern with radon:	1	
Temperature not controlled:	1	
Dampness, fleas lead to problems:	1	

FIGURES

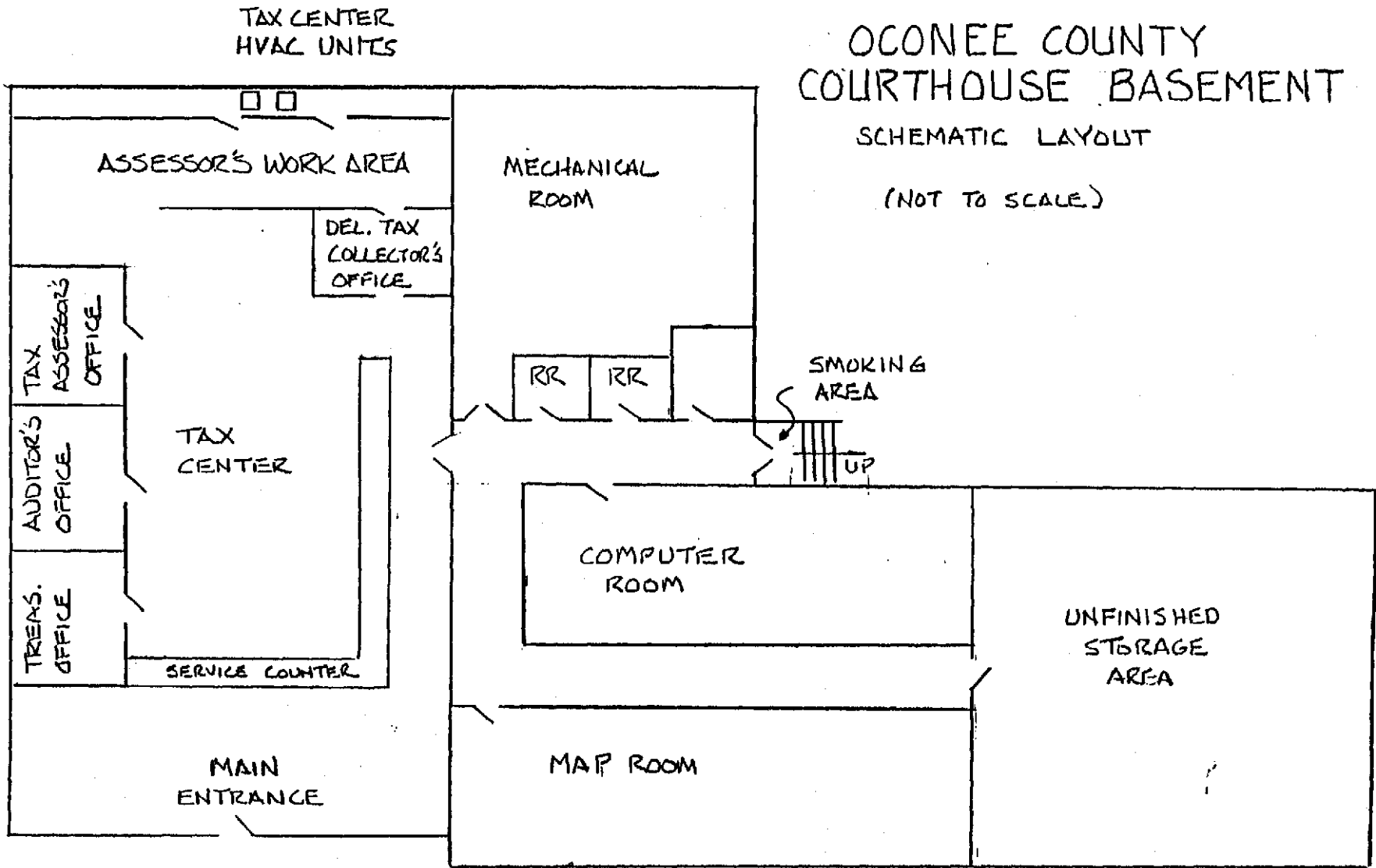


FIGURE 1.
 OCONEE COUNTY
 COURTHOUSE BASEMENT
 SCHEMATIC LAYOUT
 (NOT TO SCALE)

APPENDIX A

Proposed OSHA

Indoor Air Quality Regulations

information and additional data, views and arguments from any person who has participated in the oral proceedings.

OSHA recognizes that there may be interested persons or organizations who, through their knowledge of the subject matter or their experience in the field, would wish to endorse or support the whole proposal or certain provisions of the proposal. OSHA welcomes such supportive comments, including any pertinent data and cost information which may be available, in order that the record of this rulemaking will present a balanced picture of the public response on the issues involved.

XII. List of Subjects

29 CFR Parts 1910, 1915 and 1926

Hazardous substances, Indoor air quality, Occupational Safety and Health, Reporting and recordkeeping requirements.

29 CFR Part 1928

Occupational Safety and Health.

XIII. Authority and Signature

This document was prepared under the direction of Joseph A. Dear, Assistant Secretary of Labor for Occupational Safety and Health, U.S. Department of Labor, 250 Constitution Avenue NW., Washington, DC 20210. Pursuant to sections 6(b) and 8(c) and 8(g)(2) of the Act, OSHA hereby proposes to amend 29 CFR by adding a new § 1910.1033, 1915.1033, 1926.1133 and revising of § 1910.19 and 1928.21 as set forth below.

Signed at Washington, DC, this 28th day of March, 1994.

Joseph A. Dear,

Assistant Secretary for Occupational Safety and Health.

Part 1910, 1915, 1926, and 1928 of title 29 of the Code of Federal Regulations (CFR) are hereby proposed to be amended as follows:

XIV Standards

Part 1910, 1915, 1926 [AMENDED]— OCCUPATIONAL SAFETY AND HEALTH STANDARDS

1. The authority citation for subpart B of part 1910 would continue to read as follows:

Authority: Secs. 4, 6, and 8 of the Occupational Safety and Health Act, 29 U.S.C. 653, 655, 657; Walsh-Healey Act, 41 U.S.C. 35 *et seq.*; Service Contract Act of 1965, 41 U.S.C. 351 *et seq.*, sec. 107, Contract Work Hours and Safety Standards Act (Construction Safety Act), 40 U.S.C. 333; sec. 41, Longshore and Harbor Workers' Compensation Act, 33 U.S.C. 942; National Foundation of Arts and Humanities Act, 20

U.S.C. 951 *et seq.*; Secretary of Labor's Order No. 12-71 (36 FR 8754), 8-76 (41 FR 1911), 9-83 (48 FR 35736), or 1-90 (55 FR 9033), as applicable.

2. The authority citation for subpart Z of Part 1910 would continue to read as follows:

Authority: Secs. 6, 8 of the Occupational Safety and Health Act, 29 U.S.C. 653, 655, 657; Secretary of Labor's Order No. 12-71 (36 FR 8754), 8-76 (41 FR 1911), 9-83 (48 FR 35736), or 1-90 (55 FR 9033), as applicable; and 29 CFR part 1911.

All of subpart Z issued under section 6(b) of the Occupational Safety and Health Act, except those substances which have exposure limits listed in Tables Z-1, Z-2, and Z-3 of 29 CFR 1910.1000. The latter were issued under Section 8(a) (29 U.S.C. 655(a)).

Section 1910.1000, Tables Z-1, Z-2, and Z-3 also issued under 5 U.S.C. 533. Section 1910.1000, Tables Z-1, Z-2, and Z-3 were not issued under 29 CFR part 1911 except for the arsenic (organic compounds), benzene and cotton dust listings.

Section 1910.1001 also issued under Sec. 107 of Contract Work Hours and Safety Standards Act, 40 U.S.C. 333.

Section 1910.1002 not issued under 29 U.S.C. 655 or 29 CFR part 1911; also issued under 5 U.S.C. 533.

Section 1910.1025 also issued under 5 U.S.C. 533.

Section 1910.1043 also issued under 5 U.S.C. 551 *et seq.*

Sections 1910.1200, 1910.1499, and 1910.1500 also issued under 5 U.S.C. 533.

3. The authority citation for part 1915 would continue to read as follows:

Authority: Sec. 41, Longshore and Harbor Workers' Compensation Act (33 U.S.C. 941); sec. 4, 6, 8 Occupational Safety and Health Act of 1970 (29 U.S.C. 653, 655, 657); sec. 4 of the Administrative Procedure Act (5 U.S.C. 553); Secretary of Labor's Order No. 12-71 (26 FR 8754), 8-76 (41 FR 25059), 9-83 (48 FR 35736) or 1-90 (55 FR 9033), as applicable; 29 CFR part 1911.

4. The authority citation for subpart Z of part 1926 would be revised to read as follows:

Authority: Sec. 107, Contract Work Hours and Safety Standards Act (Construction Safety Act) (40 U.S.C. 333); Secs. 6, 8 of the Occupational Safety and Health Act, 29 U.S.C. 653, 655, 657; Secretary of Labor's Order No. 12-71 (36 FR 8754), 8-76 (41 FR 1911), 9-83 (48 FR 35736), or 1-90 (55 FR 9033), as applicable; and 29 CFR part 1911.

Section 1926.1102 not issued under 29 U.S.C. 655 or 29 CFR part 1911; also issued under 5 U.S.C. 653.

Section 1926.1103 through 1926.1118 also issued under 29 U.S.C. 653.

Section 1926.1126 also issued under 29 U.S.C. 653.

Section 1926.1145 and 1926.1147 also issued under 29 U.S.C. 653.

Section 1926.1148 also issued under 29 U.S.C. 653.

5. Section 1910.19 of subpart B of part 1910 is proposed to be amended by

adding a paragraph (3) to read as follows:

§ 1910.19 Special provisions for air contaminants

(1) *Indoor air quality.* Section 1910.1033 shall apply to the exposure of every employee in every employment covered by § 1910.16.

6. Subpart Z of parts 1910, 1915, 1926 of Title 29 of the Code of Federal Regulations is proposed to be amended by adding identical new sections as 1910.1033, 1915.1033 and 1926.1133 to read as follows:

§ _____ Indoor air quality.

(a) *Scope and application.* (1) The provisions set forth in this section apply to all nonindustrial work environments.

(2) The provisions set forth in paragraph (e)(1) of this section, which address employee exposure to tobacco smoke, apply to all indoor or enclosed workplaces under OSHA jurisdiction.

(b) *Definitions.*

Air contaminants refers to substances contained in the vapors from paint, cleaning chemicals, pesticides, and solvents, particulates, outdoor air pollutants and other airborne substances which together may cause material impairment to employees working within the nonindustrial environment.

Assistant Secretary means the Assistant Secretary of Labor for Occupational Safety and Health, U.S. Department of Labor, or designee.

Building-related illness describes specific medical conditions of known etiology which can be documented by physical signs and laboratory findings. Such illnesses include sensory irritation when caused by known agents, respiratory allergies, asthma, nosocomial infections, humidifier fever, hypersensitivity pneumonitis, Legionnaires' disease, and the signs and symptoms characteristic of exposure to chemical or biologic substances such as carbon monoxide, formaldehyde, pesticides, endotoxins, or mycotoxins.

Building systems include but are not limited to the heating, ventilation and air-conditioning (HVAC) system, the potable water systems, the energy management system and all other systems in a facility which may impact indoor air quality.

Designated person means a person who has been given the responsibility by the employer to take necessary measures to assure compliance with this section and who is knowledgeable in the requirements of this standard and the specific building systems servicing the affected building or office.

Designated smoking area means a room, in a non-work area, in which

smoking of tobacco products is permitted.

Director means the Director, National Institute for Occupational Safety and Health (NIOSH) U.S. Department of Health and Human Services or designee.

Employer means all persons defined as employers by Sec. 3(5) of the Occupational Safety and Health Act of 1970 including employers (such as building owners or lessees) who control the ventilation or maintenance of premises where employees of other employers work.

HVAC system means the collective components of the heating, ventilation and air-conditioning system including, but not limited to, filters and frames, cooling coil condensate drip pans and drainage piping, outside air dampers and actuators, humidifiers, air distribution ductwork, automatic temperature controls, and cooling towers.

Nonindustrial work environment means an indoor or enclosed work space such as, but not limited to, offices, educational facilities, commercial establishments, and healthcare facilities, and office areas, cafeterias, and break rooms located in manufacturing or production facilities used by employees. Non-industrial work environments do not include manufacturing and production facilities, residences, vehicles, and agricultural operations.

Renovation and remodeling means building modification involving activities that include but are not limited to: removal or replacement of walls, ceilings, floors, carpet, and components such as moldings, cabinets, doors, and windows; painting, decorating, demolition, surface refinishing, and removal or cleaning of ventilation ducts.

(c) *Indoor air quality (IAQ) compliance program.*

(1) All employers with workplaces covered by paragraph (a)(1) of this section shall establish a written IAQ compliance program.

(2) The employer shall identify a designated person who is given the responsibility to assure implementation of the IAQ compliance program.

(3) Written plans for compliance programs shall include at least the following:

(i) A written narrative description of the facility building systems;

(ii) Single-line schematics or as-built construction documents which locate major building system equipment and the areas that they serve;

(iii) Information for the daily operation and management of the building systems, which shall include at least a description of normal operating

procedures, special procedures such as seasonal start-ups and shutdowns, and a list of operating performance criteria including, but not limited to minimum outside air ventilation rates, potable hot water storage and delivery temperatures, range of space relative humidities, and any space pressurization requirements;

(iv) A general description of the building and its function including but not limited to, work activity, number of employees and visitors, hours of operation, weekend use, tenant requirements and known air contaminants released in the space;

(v) A written maintenance program for the maintenance of building systems which shall be preventive in scope and reflect equipment manufacturer's recommendations and recommended-good-practice as determined by the building systems maintenance industry. At a minimum, the maintenance program shall describe the equipment to be maintained, and establish maintenance procedures and frequency of performance;

(vi) A checklist for the visual inspection of building systems.

(4) The following additional information, if available, shall be retained by the employer to assist in potential indoor air quality evaluations:

(i) As-built construction documents;

(ii) HVAC system commissioning reports;

(iii) HVAC systems testing, adjusting and balancing reports;

(iv) Operations and maintenance manuals;

(v) Water treatment logs; and
(vi) Operator training materials.
(5) The employer shall establish a written record of employee complaints of signs or symptoms that may be related to building-related illness to include at least information on the nature of the illness reported, number of employees affected, date of employee complaint, and remedial action, if any, taken to correct the source of the problem.

(d) *Compliance program implementation.* Employers shall assure compliance with this section by implementing at least the following actions:

(1) Maintain and operate the HVAC system to assure that it operates up to original design specifications and continues to provide at least the minimum outside air ventilation rate, based on actual occupancy, required by the building code, mechanical code, or ventilation code applicable at the time the facility was constructed, renovated, or remodeled, whichever is most recent;

(2) Conduct building systems inspections and maintenance in

accordance with paragraph (c) of this section;

(3) Assure that the HVAC system is operating during all work shifts, except during emergency HVAC repairs and during scheduled HVAC maintenance;

(4) Implement the use of general or local exhaust ventilation where housekeeping and maintenance activities involve use of equipment or products that could reasonably be expected to result in hazardous chemical or particulate exposures to employees working in other areas of the building or facility;

(5) Maintain relative humidity below 60% in buildings with mechanical cooling systems;

(6) The employer shall monitor carbon dioxide levels when routine maintenance under paragraph (d)(1) of this section is done. When the carbon dioxide level exceeds 800 ppm, the employer shall check to make sure the HVAC system is operating as it should. If it is not, the employer shall take necessary steps to correct deficiencies if they exist.

(7) Assure that buildings without mechanical ventilation are maintained so that windows, doors, vents, stacks and other portals designed or used for natural ventilation are in operable condition;

(8) Assure that mechanical equipment rooms and any non-ducted air plenums or chases that transport air are maintained in a clean condition, hazardous substances are properly stored to prevent spillage, and asbestos, if friable, is encapsulated or removed so that it does not enter the air distribution system;

(9) Assure that inspections and maintenance of building systems are performed by or under the supervision of the designated person;

(10) Establish a written record of building system inspections and maintenance required to be performed under this section;

(11) Assure that employees performing work on building systems are provided with and use appropriate personal protective equipment as prescribed in 29 CFR part 1926, subpart E, Personal Protective and Life Saving Equipment; 29 CFR part 1926.52, Occupational Noise Exposure; 29 CFR part 1910, subpart I, Personal Protective Equipment; and 29 CFR part 1910.95, Occupational Noise Exposure;

(12) Evaluate the need to perform alterations of the building systems to meet the minimum requirements specified in paragraph (d) of this section in response to employee complaints of building-related illnesses; and

(13) Take such remedial measures as the evaluation shows to be necessary.

(a) *Controls for specific contaminant sources.*

(1) *Tobacco smoke.*

(i) In workplaces where the smoking of tobacco products is not prohibited, the employer shall establish designated smoking areas and permit smoking only in such areas;

(ii) The employer shall assure that designated smoking areas are enclosed and exhausted directly to the outside, and are maintained under negative pressure (with respect to surrounding spaces) sufficient to contain tobacco smoke within the designated area;

(iii) The employer shall assure that cleaning and maintenance work in designated smoking areas is conducted only when no smoking is taking place;

(iv) The employer shall assure that employees are not required to enter designated smoking areas in the performance of normal work activities;

(v) The employer shall post signs clearly indicating areas that are designated smoking areas;

(vi) The employer shall post signs that will clearly inform anyone entering the workplace that smoking is restricted to designated areas; and

(vii) The employer shall prohibit smoking within designated smoking areas during any period that the exhaust ventilation system servicing that area is not properly operating.

(2) *Other indoor air contaminants.*

(i) The employer shall implement measures such as the relocation of air intakes and other pathways of building entry, where necessary, to restrict the entry of outdoor air contaminants such as vehicle exhaust fumes, into the building;

(ii) When general ventilation is inadequate to control air contaminants emitted from point sources within workspaces the employer shall implement other control measures such as local source capture exhaust ventilation or substitution.

(3) *Microbial contamination.*

(i) The employer shall control microbial contamination in the building by routinely inspecting for, and promptly repairing, water leaks that can promote growth of biologic agents;

(ii) The employer shall control microbial contamination in the building by promptly drying, replacing, removing, or cleaning damp or wet materials; and

(iii) The employer shall take measures to remove visible microbial contamination in ductwork, humidifiers, other HVAC and building system components, or on building surfaces when found during regular or

emergency maintenance activities or during visual inspection.

(4) *Use of cleaning and maintenance chemicals, pesticides, and other hazardous chemicals in the workplace.*

(i) The employer shall assure that these chemicals are used and applied according to manufacturers' recommendations; and

(ii) The employer shall inform employees working in areas to be treated with potentially hazardous chemicals, at least within 24 hours prior to application, of the type of chemicals intended to be applied.

(f) *Air quality during renovation and remodeling.*

(1) *General.* During renovation or remodeling, the employer shall assure that work procedures and appropriate controls are utilized to minimize degradation of the indoor air quality of employees performing such activities and employees in other areas of the building.

(2) *Work plan development.*

(i) Before remodeling, renovation, or similar activities are begun the employer shall meet with the contractor or individual(s) performing the work and shall develop and implement a work plan designed to minimize entry of air contaminants to other areas of the building during and after performance of the work; and

(ii) The work plan shall consider all of the following where appropriate:

(A) Requirements of this standard.

(B) Implementation of means to assure that HVAC systems continue to function effectively during remodeling and renovation activities.

(C) Isolation or containment of work areas and appropriate negative pressure containment.

(D) Air contaminant suppression controls or auxiliary air filtration/cleaning.

(E) Controls to prevent air contaminant entry into the HVAC air distribution system.

(3) *Prior notification of employees who work in the building.*

(i) The employer shall notify employees at least 24 hours in advance, or promptly in emergency situations, of work to be performed on the building that may introduce air contaminants into their work area;

(ii) Notification shall include anticipated adverse impacts on indoor air quality or workplace conditions.

(g) *Employee information and training.*

(1) *The employer shall provide training for maintenance workers and workers involved in building system operation and maintenance which shall include at least the following:*

(i) Training in the use of personal protective equipment (PPE) needed in operating and maintaining building systems;

(ii) Training on how to maintain adequate ventilation of air contaminants generated during building cleaning and maintenance; and

(iii) Training of maintenance personnel on how to minimize adverse effects on indoor air quality during the use and disposal of chemicals and other agents.

(2) *All employees shall be informed of:*

(i) The contents of the standard in this section and its appendices; and

(ii) Signs and symptoms associated with building-related illness and the requirement under paragraphs (d)(12) and (d)(13) of this section directing the employer to evaluate the effectiveness of the HVAC system and to take remedial measures to the HVAC system if necessary, upon receipt of complaints from employees of building-related illness.

(3) *Availability of training material.*

The employer shall make training materials developed in response to paragraph (g), including the standard in this section and its appendices, available for inspection and copying by employees, designated employee representatives, the Director, and the Assistant Secretary.

(h) *Recordkeeping.*

(1) *Maintenance records.* The employer shall maintain inspection and maintenance records required to be established under paragraph (d) of this section, which shall include the specific remedial or maintenance actions taken, the name and affiliation of the individual performing the work, and the date of the inspection or maintenance activity.

(2) *Written IAQ compliance program.* The employer shall maintain the written compliance program and plan required to be established under paragraph (c) of this section.

(3) *Employee complaints.* The employer shall maintain a record of employee complaints of signs or symptoms that may be associated with building-related illness required to be established under paragraph (c)(5) of this section. These complaints shall be promptly transmitted to the designated person for resolution.

(4) *Retention of records.* The employer shall retain records required to be maintained under this section for at least the previous three years, except that records required to be maintained under paragraphs (h)(1) and (h)(2) of this section need not be retained for three years if rendered obsolete by the

establishment and replacement of more recent records, or rendered irrelevant due to HVAC system replacement or redesign.

(5) *Availability.* The records required to be maintained by this paragraph shall be available on request to employees and their designated representative and the Assistant Secretary for examination and copying.

(6) *Transfer of records.* Whenever the employer ceases to do business, records that are required to be maintained by paragraph (h) of this section shall be provided to and retained by the successor employer.

(i) *Dates.* (1) *Effective date.* This section is effective [DATE 60 DAYS FROM PUBLICATION OF THE FINAL RULE]

(2) *Start-up dates.*

Employers shall have implemented all provisions of this standard no later than one year from [THE EFFECTIVE DATE OF THE FINAL RULE].

Appendix A to § _____ — CARBON DIOXIDE MEASUREMENT PROTOCOL (NONMANDATORY)

Carbon dioxide (CO₂) sampling is one of the measurement tools used to characterize indoor air quality. Indoor CO₂ air concentrations are indicator measures for effectiveness of building ventilation. Elevated carbon dioxide levels can be an indicator of inadequate outside air exchange rates. Carbon dioxide concentrations below 800 ppm generally indicate that the ventilation is adequate for diluting occupant-generated contaminants. The carbon dioxide concentration and the associated outside air ventilation rate offers no confidence as to the adequacy of dilution and removal of other contaminants released in the space. There is also no implication of health effects associated with this level of carbon dioxide, or any implication of a permissible exposure limit. Health effects have been observed in buildings where the carbon dioxide levels were below 800 ppm.

OSHA recommends this procedure:

(1) Design a program of air sampling that includes samples taken: (a) at least every three months to detect the effects of seasonal changes (summer/winter transition seasons); (b) after adjustments have been made to the HVAC system; and (c) at any time there is reason to believe air quality has deteriorated. At least once a year carbon dioxide levels should be monitored when the HVAC system is providing minimum outside air ventilation.

(2) Measure carbon dioxide concentrations late in the morning (about 11:00 am) and late in the afternoon before workers leave for home (about 3:30 pm). These are the times when carbon dioxide levels should be closest to equilibrium levels and should give the best indication of effective air exchange rates. These normal use patterns may be altered by visitor frequency and should be accounted for in the monitoring schema.

(3) Conduct the sampling at a height of between 3 and 5 feet above the floor, or about

the height of employees' heads. Make sure the samples are taken at least 2 feet from where people are breathing. Take the samples at a sufficient distance from any other sources of carbon dioxide so these sources do not affect the measurements.

(4) Select sampling locations in normally-occupied areas where the ventilation mixing would be the least effective. These areas might include corners of a room farthest from supply ducts and exhaust vents, locations surrounded by barriers that might affect air movement, or rooms at the far end of a ventilation supply duct.

(5) Measure the carbon dioxide levels outside the building for comparison with the indoor levels. Average outdoor carbon dioxide levels are typically 300 to 500 ppm.

(6) Use colorimetric detector tubes or other direct-reading instruments calibrated and operated according to the manufacturer's instructions for measuring carbon dioxide concentrations.

Take sampling and analytical error into account before comparing results with the 800 ppm benchmark. All measuring devices have a degree of uncertainty associated with the results. An estimate of that uncertainty is called the sampling and analytical error. The uncertainty can be reduced by taking more samples with the same device. Table A-1 can be used to assure 95 percent confidence that the average of the results from a set of detector tube samples is less than 800 ppm. OSHA recommends the following steps:

(1) Calculate the average of the measurements.

(a) Add the detector tube results together.

(b) Divide that total by the number of samples.

(2) Compare the average of the results with the number of samples taken in the second column in the table. If the average is less than the number in the table, there is confidence that the CO₂ levels are less than 800 ppm. Example: Three samples are taken and the results are 650 ppm, 710 ppm, and 680 ppm. The average of these three samples is 680 ppm (2,040 ppm divided by 3). The results indicate confidence that the carbon dioxide levels are less than 800 ppm since the 680 ppm average of the three samples is less than 800 ppm.

TABLE A-1.—NUMBER OF SAMPLES TAKEN TO ASSURE 95 PERCENT CONFIDENCE CO₂ CONCENTRATIONS ARE LESS THAN 800 PPM

Number of samples taken	The average ¹ (ppm)
2	670
3	695
4	710
5	720
6	725
7	730

¹ The average must be less than.

Table A-2 shows how to determine if the indoor sample results are significantly different from the results taken outdoors. Use this table by following these steps:

(1) Take the same number of samples indoors and outdoors.

(2) Average the results of the outdoor and indoor samples.

(a) Add the outdoor results together and divide by the number of samples taken.

(b) Add the indoor results together and divide by the number of samples taken.

(3) Compare the range of the outdoor and indoor samples.

(a) Subtract the lowest sample result of the outdoor samples from the highest result for the outdoor samples.

(b) Subtract the lowest sample result of the indoor samples from the highest result for the indoor samples.

(4) Calculate *Delta*, which is a term derived by subtracting the difference between the indoor average and the outdoor average and then multiplying that result times 2.

(5) Calculate the *Sum of the Ranges*. Add the outdoor Range and the indoor Range together.

(6) Calculate the *Test Statistic*. Divide *Delta* by the *Sum of the Ranges*.

(7) Compare the *Test Statistic* with the second column in the table below. If the *Test Statistic* is more than the number found in the column, the difference is significant.

Example:

(1) Three samples are taken indoors and three samples are taken outdoors. The results of the outdoor samples are 500 ppm, 580 ppm and 480 ppm. The results of the indoor samples are 650 ppm, 710 ppm, and 680 ppm.

(2) The average of the outdoor samples is 520 ppm (1,560 ppm divided by 3) and the average of the indoor samples is 680 ppm (2,040 ppm divided by 3).

(3) The Range of the outdoor samples is 100 (580 - 480=100) and the Range of the indoor samples is 60 ppm (710 - 650).

(4) "*Delta*" is 320: (680 - 520) x 2 = 320.

(5) The "*Sum of the Ranges*" is 160: (100 + 60) = 160.

(6) The "*Test Statistic*" is 2 (320 divided by 160 = 2).

(7) Since the "*Test Statistic*," 2, is greater than the 0.974 found in the table for 3 samples, the indoor air levels of carbon dioxide are significantly more than the outdoor air levels.

TABLE A-2.—DETERMINATION OF THE TEST STATISTIC (IF INSIDE CO₂ CONCENTRATION TESTING RESULTS ARE SIGNIFICANTLY DIFFERENT FROM OUTSIDE CONCENTRATIONS (95 PERCENT CONFIDENCE))

Number of samples taken	Test statistic ¹
2	2.322
3	0.974
4	0.644
5	0.493
6	0.405
7	0.347

¹ Test statistic must be more than.

If the indoor sample results show levels that are greater than 800 ppm or that the indoor levels are significantly more than the outdoor levels, initiate actions to investigate

the functioning of the HVAC system and determine if the employees are affected.

APPENDIX B to § _____ INFORMATION SOURCES— NONMANDATORY

The following is a partial list of available data sources which building owners/agents of employers may wish to consult to help identify, characterize, and reduce sources of indoor air pollutants in office work environments. These sources also provide useful information concerning the operation, maintenance, and evaluation of mechanical ventilation systems.

Building Air Quality: A Guide for Building Owners and Facility Managers. U.S. EPA/NIOSH, Dec. 1991. EPA/400/1-91/003. DHHS (NIOSH) Publication No. 91-114. Available from Superintendent of Documents, P.O. Box 371954, Pittsburgh, PA 15250-7954.

Introduction to Indoor Air Quality: (1) Self-Paced Learning Module and (2) A Reference Manual. U.S. EPA, Office of Air and Radiation. EPA/400/3-91/00. July 1991.

Managing Indoor Air Quality. 1991. Shirley J. Hansen. The Fairmont Press, Inc., 700 Indian Trail, Lilburn, GA 30247.

ASHRAE Standard 62-1989, Ventilation for Acceptable Indoor Air Quality. American Society of Heating, Refrigeration, and Air-conditioning Engineers, Inc. 1791 Tullie Circle, NE, Atlanta, GA 30329.

Washington State Ventilation and Indoor Air Quality Code, Chapter 51-13 WAC. Washington State Building Code Council.

Indoor Air Quality Workbook. 1990. D. Jeff Burton. IVE, Inc., 178 North Aita Street, Salt Lake City, Utah 84103.

APPENDIX C to § _____ SMOKING CESSATION PROGRAM INFORMATION—NONMANDATORY

The following organizations provide smoking cessation information and program material:

(1) The National Cancer Institute operates a toll-free Cancer Information Service (CIS) with trained personnel to help you. Call 1-800-4-CANCER to reach the CIS office serving your area, or write: Office of Cancer Communications, National Cancer Institute, National Institutes of Health, Building 31, Room 10A24, Bethesda, Maryland 20892.

(2) American Cancer Society, 1599 Clifton Road NE, Atlanta, Georgia 30302, (404) 320-3333. The American Cancer Society (ACS) is a voluntary organization composed of 58 divisions and 3,100 local units. Through "The Great American Smokeout" in November, the annual Cancer Crusade in April, and numerous educational material, ACS helps people learn about the health hazards of smoking and become successful exsmokers.

(3) American Heart Association, 7320 Greenville Avenue, Dallas Texas 75231, (214) 750-5300. The American Heart Association (AHA) is a voluntary organization with 130,000 members (physicians, scientists, and laypersons) in 55 states and regional materials about the effects of smoking on the heart. AHA also has developed a guidebook for incorporating a weight-control component into smoking cessation programs.

(4) American Lung Association, 1740 Broadway, New York, New York 10019, (212) 245-8000. A voluntary organization of 7,500 members (physicians, nurses and laypersons), the American Lung Association (ALA) conducts numerous public information programs about the health effects of smoking. ALA has 59 state and 85 local

units. The organization actively supports legislation and information campaigns for nonsmokers' rights and provides help for smokers who want to quit, for example through "Freedom From Smoking," a self-help cessation program.

(5) Office on Smoking and Health, United States Department of Health and Human Services, 5600 Fisher Lane, Park Building, Room 110, Rockville, Maryland 20857. The Office of Smoking and Health (OSH) is the Department of Health and Human Services' lead agency in smoking control. OSH has sponsored distribution of publications on smoking-related topics, such as free flyers on relapse after initial quitting, helping a friend or family member quit smoking, the health hazards of smoking, and the effects of parental smoking on teenagers.

PART 1928—OCCUPATIONAL SAFETY STANDARDS FOR AGRICULTURE— AMENDED

7. The authority citation for Part 1928 is proposed to continue to read as follows:

Authority: Secs. 4, 6, 8, Occupational Safety and Health Act of 1970 (29 U.S.C. 653, 655, 657); Secretary of Labor's order Nos. 12-71 (36 FR 8754), 8-76 (41 FR 25059), 9-83 (48 FR 35736), or 1-90 (55 FR 9033), as applicable; 29 CFR part 1911.

8. Section 1928.21 is proposed to be amended by adding a new paragraph (a)(6) as follows:

§ 1928.21 Applicable standards in 29 CFR Part 1910.

(a) ***

(6) Indoor air quality—Section 1910.1033.



Journal

CONFERENCES SCHEDULED

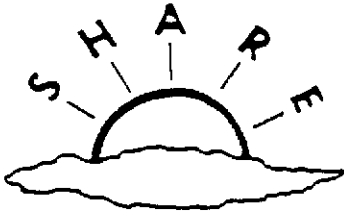
April 18-20 — International Conference on Crystalline Silica Health Effects: Current State-of-the-Art, Baltimore, Md. (Johns Hopkins University, School of Hygiene and Public Health, 615 North Wolfe St., Baltimore, Md. 21205; (410) 955-3602).

April 19-21 — 1994 Mid-Atlantic Regional Safety & Health Expo, Atlantic City, N.J. (New Jersey State Safety Council, Safety Briefs, 6 Commerce Drive, Cranford, N.J. 07016; (908) 272-7712).

April 26-28 — HazMat 94, The Environmental Management and Technology Conference & Exhibition West/Spring, Long Beach, Calif. (Advanstar Expositions, 800 Roosevelt Road, Building E, Suite 408, Glen Ellyn, Ill. 60137-5835; (708) 469-3373).

April 29 — UOSHERC 15th Annual Scientific Meeting: Asbestos: Science and Policy, New York, N.Y. (Environmental and Occupational Health Sciences Institute, 45 Knightsbridge Road, Brookwood Plaza II, Piscataway, N.J. 08854-3923; (908) 235-5062).

Copyright Policy: Reproduction of this publication by any means, including facsimile transmission, without the express permission of The Bureau of National Affairs, Inc. is prohibited except as follows: 1) Subscribers may reproduce, for local internal distribution only, the highlights, topical summary and table of contents pages unless those pages are sold separately; 2) Subscribers who have registered with the Copyright Clearance Center and who pay the \$1.00 per page per copy fee may reproduce portions of this publication, but not entire issues. The Copyright Clearance Center is located at 222 Rosewood Drive, Danvers, Mass. 01923. Tel. (508) 750-8400. 3) Permission to reproduce BNA material otherwise may be obtained by calling (202) 452-4471. Fax (202) 452-4084. For Customer Service call (800) 372-1033. ISSN 0095-3237/94/\$0+\$1.00.



SUNBELT HUMAN ADVANCEMENT RESOURCES, INC.

P.O. Box 608
Seneca, SC 29679-0608
Telephone (803) 882-3495

Mary Fuller
Director

Helen H. Jenkins
Case Manager

Vickie Burns
Counselor

June 1, 1994

SUBJECT: JTPA (Jobs Training Partnership Act) Summer Youth Employment
& Training Program.

Oconee County Council:

I respectfully request your approval for the following list of Oconee County agencies to participate in the S.H.A.R.E. (Sunbelt Human Advancement Resources, Inc.) Summer Youth Employment & Training Program.

Oconee Veterans Affairs
Probate Court
Parks, Recreation & Tourism
Blue Ridge Art Association
Humane Society/Animal Shelter
Oconee County Libraries - Seneca, Westminster, Walhalla, Salem
Lunney Museum
Department of Social Services
Health Department

The pre-employment class for participants, ages 14 - 21, will begin on June 8, 1994. Participants may begin working after that date. The program will run for 7 - 8 weeks, each participant working approximately 27 hours a week.

Your cooperation in the JTPA program is very much appreciated and gives participants beneficial work experience.

Sincerely,

Helen H. Jenkins
Case Manager

Oconee County Planning and Development Commission

Drawer 188 • Walhalla, South Carolina 29691
Telephone (803) 638-4210

Robert E. Gaillard, Chairman
Thelma Longfellow, Adm. Asst.

June 3, 1994

Mr. Norman D. Crain, Supervisor, Chairman
Oconee County Council
208 Booker Drive
Walhalla, South Carolina 29691

Dear Mr. Crain:

One of the best parts of my life to date has been the privilege to live in Oconee County, particularly the last several years of association with the Oconee County Planning and Development Commission.

I have watched our growth in the county as a result of economic development, growth in the business community, along with many technological advances. I am more than ever aware that these changes will not only continue but they will require more of all of us as we work with the changes for progress.

I am planning to spend the rest of my life here and one desire is to improve my abilities through the completion of my college education. I expect to receive an associate degree in Business Administration in May of 1995 and a Bachelor of Science degree shortly thereafter, also in Business Administration. This is being accomplished through the evening program with Limestone College, a fully accredited liberal arts institution located in Gaffney, South Carolina with extension facilities at Duke Power, here in Seneca, and across the state.

One of our personnel policies provides for county employee assistance to those pursuing higher education. I am respectfully requesting your assistance and upon the achievement of this goal it is my desire to continue my employment with Oconee County to full retirement.

Thank you for considering this request and for permitting me to be an employee of the County for the past six years.

Sincerely,



Thelma (Longfellow) Miller
Administrative Assistant

LINE ITEM CHANGES IN THE 1994-1995 BUDGET

	05/24/94 SECOND READING	PROPOSED CHANGES	06/07/94 THIRD READING
REVENUES			
16500 LAKEVIEW REST HOME	113,722.	+ 2,468.	116,190.
09999 G F FUND BALANCE CARRY FWD	1574,077.	+ 39,420.	1613,497.
TOTAL REVENUES		+ 41,888.	
EXPENSE			
04 SHERIFF'S DEPARTMENT			
00411 SALARY	28,350.	- 5,131.	23,219.
00416 SALARY	21,854.	- 1,211.	20,643.
00426 SALARY	18,881.	+ 546.	19,427.
00427 SALARY	18,881.	+ 546.	19,427.
00428 SALARY	18,350.	+ 1,077.	19,427.
00439 SALARY	19,848.	+ 575.	20,423.
60400 SALARY	39,873.	- 47.	39,826.
FRINGE	191,375.	- 782.	190,593.
TOTAL SHERIFF DEPARTMENT		- 4,427.	
07 GENERAL EXPENSE			
77716 HEALTH INSURANCE	773,736.	+ 19,346.	793,082.
08 SOIL AND WATER			
50800 SALARY	19,496.	- 547.	18,949.
FRINGE	2,910.	- 62.	2,848.
TOTAL SOIL AND WATER		- 609.	
10 LIBRARY			
01000 SALARY	34,005.	- 956.	33,049.
01002 SALARY	22,807.	- 640.	22,167.
01003 SALARY	21,087.	- 592.	20,495.
01005 SALARY	22,807.	- 640.	22,167.
01012 SALARY	16,904.	- 1,104.	15,800.
FRINGE	51,097.	- 593.	50,504.
TOTAL LIBRARY		- 4,525.	
12 MOTOR POOL			
01201 SALARY	20,643.	+ 597.	21,240.
FRINGE	38,188.	+ 124.	38,312.
TOTAL MOTOR POOL		+ 721.	

LINE ITEM CHANGES IN THE 1994-1995 BUDGET

	05/24/94 SECOND READING	PROPOSED CHANGES	06/07/94 THIRD READING
16 SOLICITOR'S OFFICE			
01605 SALARY	18,679.	+ 540.	19,219.
FRINGE	20,392.	+ 82.	20,474.
TOTAL SOLICITOR'S OFFICE		+ 622.	
17 ASSESSOR'S OFFICE			
01703 SALARY	22,807.	- 640.	22,167.
01705 SALARY	20,132.	- 566.	19,566.
01711 SALARY	22,646.	- 637.	22,009.
FRINGE	40,198.	- 285.	39,913.
TOTAL ASSESSOR'S OFFICE		- 2,128.	
19 CLERK OF COURT			
61900 SALARY	45,265.	- 47.	45,218.
20 TREASURER'S OFFICE			
02000 SALARY	27,107.	+ 445.	27,552.
FRINGE	12,566.	+ 66.	12,632.
TOTAL TREASURER'S OFFICE		+ 511.	
21 AUDITOR'S OFFICE			
02100 SALARY	28,333.	+ 446.	28,779.
02106 SALARY	15,083.	+ 604.	15,687.
FRINGE	16,063.	+ 158.	16,221.
TOTAL AUDITOR'S OFFICE		+ 1,208.	
22 SUPERVISOR'S OFFICE			
02205 SALARY	26,684.	+ 770.	27,454.
02210 SALARY	20,863.	+ 383.	21,246.
02213 SALARY	20,277.	- 569.	19,708.
02223 SALARY	16,845.	- 3,436.	13,409.
FRINGE	136,066.	- 450.	135,616.
0840 CAPITAL EXPENDITURE EQUIP	9,098.	+ 19,120.	28,218.
TOTAL SUPERVISOR'S OFFICE		+ 15,818.	

LINE ITEM CHANGES IN THE 1994-1995 BUDGET

	05/24/94 SECOND READING	PROPOSED CHANGES	06/07/94 THIRD READING
023 PROBATE JUDGE			
02301 SALARY	22,246.	+ 644.	22,890.
02302 SALARY	20,349.	- 574.	19,775.
62300 SALARY	47,993.	- 47.	47,946.
TOTAL PROBATE JUDGE		+ 23.	
26 PUBLIC BUILDINGS			
01220 COURT HOUSE BLDG MAINT	10,000.	+ 13,000.	23,000.
02226 PUBLIC SERVICE BLDG MAINT	1,500.	+ 2,600.	4,100.
04220 AG BLDG MAINT	1,500.	+ 3,000.	4,500.
11220 ROAD DEPART WAREHOUSE MAINT	800.	+ 1,700.	2,500.
TOTAL PUBLIC BUILDINGS		+ 20,300.	
28 PERSONNEL			
02802 SALARY	15,687.	+ 452.	16,139.
FRINGE	6,255.	+ 69.	6,324.
TOTAL PERSONNEL		+ 521.	
31 COMMUNICATIONS			
03100 SALARY	20,423.	+ 1,077.	21,500.
03103 SALARY	15,968.	- 885.	15,083.
03105 SALARY	22,807.	- 640.	22,167.
03111 SALARY	15,968.	- 885.	15,083.
FRINGE	33,988.	- 200.	33,788.
TOTAL COMMUNICATIONS		- 1,533.	
45 COUNTY COUNCIL			
04505 SALARY	27,750.	- 782.	26,968.
FRINGE	8,680.	- 118.	8,562.
TOTAL COUNTY COUNCIL		- 900.	
53 EMERGENCY PREPAREDNESS			
5300 SALARY	29,067.	- 817.	28,250.
FRINGE	21,876.	- 152.	21,724.
TOTAL EMERGENCY PREPAREDNESS		- 969.	

LINE ITEM CHANGES IN THE 1994-1995 BUDGET

	05/24/94 SECOND READING	PROPOSED CHANGES	06/07/94 THIRD READING
56 PURCHASING			
05600 SALARY	31,617.	+ 272.	31,889.
05602 SALARY	15,083.	+ 1,347.	16,430.
FRINGE	10,077.	+ 244.	10,321.
TOTAL PURCHASING		+ 1,863.	
58 PLANNING & DEVELOPMENT COMMISSION			
05801 SALARY	23,553.	- 663.	22,890.
FRINGE	8,773.	- 100.	8,673.
TOTAL PLANNING & DEVELOPMENT COMMISSION		- 763.	
59 VETERAN'S AFFAIRS			
65900 SALARY	27,358.	- 770.	26,588.
FRINGE	6,447.	- 116.	6,331.
00041 TELEPHONE	900.	+ 259.	1,159.
00840 CAPITAL EXPENDITURE EQUIPMENT	0	+ 212.	212.
TOTAL VETERAN'S AFFAIR		- 415.	
60 MAGISTRATE'S OFFICE			
06000 SALARY	32,678.	- 90.	32,588.
FRINGE	26,614.	- 13.	26,601.
TOTAL MAGISTRATE'S OFFICE		- 103.	
65 LAKEVIEW REST HOME	117,133.	- 943.	116,190.
74 LAW ENFORCEMENT CENTER			
07402 SALARY	23,720.	+ 686.	24,406.
07406 SALARY	25,657.	+ 741.	26,398.
07407 SALARY	17,270.	+ 501.	17,771.
07409 SALARY	19,427.	- 1,077.	18,350.
07411 SALARY	16,608.	+ 178.	16,786.
07413 SALARY	17,771.	- 1,458.	16,313.
07416 SALARY	17,270.	- 957.	16,313.
FRINGE	98,756.	- 297.	98,459.
TOTAL LAW ENFORCEMENT CENTER		- 1,683.	

TOTAL EXPENSE

+ 41,888.

PAGE 5

LINE ITEM CHANGES IN THE 1994-1995 BUDGET

	05/24/94 SECOND READING	PROPOSED CHANGES	06/07/94 THIRD READING
<u>ENTERPRISE FUND</u>			
C C S 49			
REVENUE C C S			
14900 C C S	1263,068.	- 2,145.	1260,923.
<hr/>			
TOTAL C C S REVENUE		- 2,145.	
EXPENSE C C S			
04907 SALARY	21,930.	- 617.	21,313.
04911 SALARY	16,139.	- 452.	15,687.
04919 SALARY	23,770.	- 668.	23,052.
FRINGE	354,967.	- 408.	354,559.
<hr/>			
TOTAL C C S		- 2,145.	
ROCK CRUSHER 54			
REVENUE ROCK CRUSHER			
15404 OUTSIDE SALES	322,163.	- 3,693.	318,470.
<hr/>			
TOTAL ROCK CRUSHER REVENUE		- 3,693.	
EXPENSE ROCK CRUSHER			
05403 SALARY	21,390.	- 2,305.	19,085.
05408 SALARY	24,667.	- 693.	23,974.
FRINGE	92,605.	- 695.	91,910.
<hr/>			
TOTAL ROCK CRUSHER EXPENSE		- 3,693.	

LAW OFFICES OF
MILEY AND MACAULAY, P. A.
COURT HOUSE SQUARE
POST OFFICE DRAWER 428
WALHALLA, SOUTH CAROLINA 29691
OFFICE PHONE 638-9507
AREA CODE 803

ALEXANDER S. MACAULAY

J. PAT MILEY
(1908-1987)

June 7, 1994

Honorable Norman D. Crain
Supervisor/Chairman
Oconee County Council
Walhalla, South Carolina 29691

Dear Supervisor Crain:

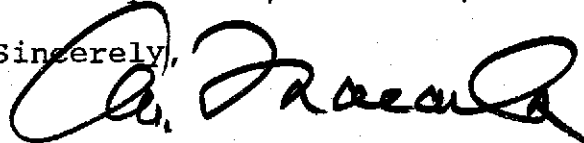
For the consideration of Oconee County Council in developing its budget for Fiscal Year 1994-95, I would make available my current offices at Ten Short Street, Walhalla, for the offices of the Resident Judge of the Tenth Judicial Circuit. These premises consist of 6 offices, 2 reception areas, 1 library/conference room and 2 restrooms.

I would anticipate that an office would be required for the judge, law clerk, secretary and court reporter, for a total of 4 offices, and the library/conference room would be available for attorneys' use in Court related matters. That would leave at least 1 large and 1 small office for the use by the Delegation and/or other mutually agreeable County purposes.

I might note that the furnished heated/air conditioned area on Short Street is approximately 2700 square feet, for which I would propose a monthly rent of \$800.00, for a total of \$9,600.00 for the year, which would include electricity and water. Necessarily, should there be any questions, please do not hesitate to call upon me.

Thanking you for your attention to and consideration in this matter, and with kind personal regards to you all, I remain,

Sincerely,



Alexander S. Macaulay

ASM:so