

AGENDA
OCONEE COUNTY COUNCIL MEETING
TUESDAY, OCTOBER 5, 1999
7:00 PM
OCONEE COUNTY ADMINISTRATIVE OFFICES
415 S. PINE STREET
WALHALLA, SC 29691

1. Call to Order
2. Invocation
3. Public Hearing to Receive Written and/or Oral Comments Regarding Ordinance 99-12, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF POLLUTION CONTROL REVENUE REFUNDING BONDS (DUKE ENERGY CORPORATION) SERIES 1999 IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$37,000,000 OF OCONEE COUNTY, SOUTH CAROLINA, TO THE BANK OF NEW YORK, AS TRUSTEE; THE APPLICATION OF THE PROCEEDS OF SAID BONDS TO REFUND EXISTING POLLUTION CONTROL BONDS; THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS RELATING TO THE ISSUANCE OF THE AFORESAID BONDS, INCLUDING A TRUST INDENTURE BETWEEN OCONEE COUNTY AND THE BANK OF NEW YORK, SECURING THE BONDS AND PRESCRIBING MATTERS RELATED THERETO, A LOAN AGREEMENT BETWEEN OCONEE COUNTY AND DUKE ENERGY CORPORATION, A PURCHASE AGREEMENT AMONG OCONEE COUNTY, DUKE ENERGY CORPORATION AND GOLDMAN, SACHS & CO., AND AN OFFICIAL STATEMENT AND OTHER MATTERS RELATING THERETO"
4. Third & Final Reading of the Above Mentioned Ordinance
5. Public Comment Session not to Exceed Thirty Minutes
6. Approval of Minutes (September 21, 1999 & September 30, 1999)
7. Second Reading of Ordinance 99-13, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BY AND AMONG OCONEE COUNTY, SOUTH CAROLINA, AS LESSOR, AND PINE RIVER PLASTICS, INC. AS LESSEE, AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES"
8. First Reading of Ordinance 99-15, "AN ORDINANCE SETTING FORTH THE SUBSTANCE ABUSE POLICY AND PROCEDURE FOR OCONEE COUNTY EMPLOYEES"

9. Approval of Statement in Support of Rural Fire Marshal & Rural Fire Commission – Mr. Harry Hamilton, Council Member, District III
10. Consideration of Bids for Refurbished Scott Air Packs – Mr. Dewitt Mize, Rural Fire Marshal & Ms. Marianne Dillard, Purchasing Agent
11. Consideration of Bids for Manned Convenience Center #11 – Mr. Jack Hirst, Solid Waste Director, Ms. Marianne Dillard, Purchasing Agent & Mr. Jon Caime, County Engineer
12. Consideration and Possible Approval to Construct Connector From Annex to Main Building at Pine Street Complex – Mr. Jon Caime, County Engineer
13. Consideration of Bids for Bridge Crane for Vehicle Maintenance Shop – Mr. Lee Davis, Vehicle Maintenance Foreman & Ms. Marianne Dillard, Purchasing Agent
14. Consideration of Bids for Copying Machine for Various Departments – Ms. Marianne Dillard, Purchasing Agent
15. Reappointment of Seneca Representative on Sewer Commission – Mr. Harry Hamilton, Council Member, District III
16. Old Business
17. New Business
18. Adjourn

There will be an administrative briefing in executive session for the purpose of discussing, legal, contractual and personnel matters thirty minutes before the Council Meeting.

There will be a meeting of the Interview Committee Tuesday, October 5, 1999 at 12:00 PM in Council Chambers for the purpose of interviewing companies who submitted a proposal for a design/build of hangars at the Oconee County Regional Airport.

The Oconee County Budget & Finance Committee originally scheduled for Monday, October 4, 1999 at 6:00 PM has been cancelled.

MEMBERS, OCONEE COUNTY COUNCIL

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

MINUTES, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held Tuesday, October 5, 1999 at 7:00 PM in Council Chambers with all Council Members and the County Attorney present.

Press:

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

Members of the press present: Dick Mangrum – WGOG Radio & Brian Fulkerson.

Call to Order:

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

Invocation:

Mr. Hamilton gave the invocation.

Public Hearing (Ordinance 99-12):

The first item on the agenda was a public hearing to receive written and/or oral comments regarding Ordinance 99-12, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF POLLUTION CONTROL REVENUE REFUNDING BONDS (DUKE ENERGY CORPORATION) SERIES 1999 IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$37,000,000 OF OCONEE COUNTY, SOUTH CAROLINA, TO THE BANK OF NEW YORK, AS TRUSTEE; THE APPLICATION OF THE PROCEEDS OF SAID BONDS TO REFUND EXISTING POLLUTION CONTROL BONDS; THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS RELATING TO THE ISSUANCE OF THE AFORESAID BONDS, INCLUDING A TRUST INDENTURE BETWEEN OCONEE COUNTY AND THE BANK OF NEW YORK, SECURING THE BONDS AND PRESCRIBING MATTERS RELATED THERETO, A LOAN AGREEMENT BETWEEN OCONEE COUNTY AND DUKE ENERGY CORPORATION, A PURCHASE AGREEMENT

AMONG OCONEE COUNTY, DUKE ENERGY CORPORATION AND GOLDMAN, SACHS & CO., AND AN OFFICIAL STATEMENT AND OTHER MATTERS RELATING THERETO”.

There was no one present with either written or oral comments regarding this Ordinance.

Mrs. Hughes made a motion, seconded by Mr. Thomas, approved 5 – 0 that Ordinance 99-12 (titled above) be adopted on third and final reading.

Public Comment Session:

Mr. B. J. Littleton informed Council he was unsure about fire personnel stopping traffic, he also suggested it might be a good idea if Council dealt directly with the Rural Fire Marshal and the Rural Fire Chiefs.

Minutes:

Mr. Hall made a motion, seconded by Mr. Timms, approved 5 – 0 that the minutes of the regular meeting held September 21, 1999 be adopted as printed.

Mr. Thomas made a motion, seconded by Mrs. Hughes, approved 4 – 0 (Mr. Hamilton abstaining) that the minutes of the emergency meeting held September 30, 1999 be adopted as presented.

Ordinance 99-13:

Mr. Timms made a motion, seconded by Mr. Thomas, approved 5 – 0 that Ordinance 99-13, “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BY AND AMONG OCONEE COUNTY, SOUTH CAROLINA, AS LESSOR, AND PINE RIVER PLASTICS, INC. AS LESSEE, AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES” be adopted on second reading.

Ordinance 99-15:

Mr. Hamilton made a motion, seconded by Mr. Thomas, approved 5 – 0 that Ordinance 99-15, “AN ORDINANCE SETTING FORTH THE SUBSTANCE ABUSE POLICY AND PROCEDURE FOR OCONEE COUNTY EMPLOYEES” be adopted on first reading.

Rural Fire Statement:

Mrs. Hughes made a motion, seconded by Mr. Hall, approved 5 – 0 that the attached statement in support of the Rural Fire Marshal and the Rural Fire Commission be adopted: “The Oconee County Council deeply appreciates the work of the seventeen Fire Departments throughout the county. We especially recognize that many volunteers who donate much time, effort, and money for the protection of the citizens across the county, as well as greatly reducing fire insurance rates. The various fire chiefs have tirelessly worked to improve the efficiency of their departments, but at the same time, they are vitally concerned about the safety of the fire personnel. We acknowledge and encourage these dedicated efforts.

The county also appreciates the efforts of the Oconee Fire Commission who, working with the Fire Marshal, coordinate the work of the fire departments throughout the county. We enthusiastically support the fire commission and its efforts to make decisions and recommendations that are fair and in the best interest of the citizens of Oconee County. We challenge both the fire commission and the fire chiefs to recognize the need to work together to attain the necessary progress for all concerned.”

Air Packs for Rural Fire:

Upon recommendation of Mr. Dewitt Mize, Rural Fire Marshal & Ms. Marianne Dillard, Purchasing Agent, Mr. Thomas made a motion, seconded by Mrs. Hughes, approved 5 – 0 that the bid for refurbished air packs for Rural Fire be awarded to Asheville Fire & Safety at a total cost of \$18,900. (See attached bid sheet)

Convenience Center # 11:

Upon recommendation of Ms. Dillard & Mr. Jon Caime, County Engineer, Mr. Hall made a motion, seconded by Mrs. Hughes, approved 5 – 0 that the bid for manned convenience center #11 be awarded to Zorn Co., Inc. at a cost of \$205, 154. (See attached bid sheet) The estimated completion time for this center is four months.

Pine Street Complex:

Upon recommendation of Mr. Jon Caime, County Engineer, Mrs. Hughes made a motion, seconded by Mr. Thomas, approved 3 – 2 (Mr. Hall & Mr. Timms voting against) than an enclosed connector be constructed between the annex and the main building at Pine Street at a cost not to exceed \$75,500 with the funds coming from contingency and any funds that are not expended be returned to contingency.

Change Orders for Pine Street Complex:

Ms. Dillard explained to Council that the change orders for Pine Street were almost to the level of exceeding the twenty percent allowed without coming back to Council, therefore, Mr. Thomas made a motion, seconded by Mrs. Hughes, approved 5 – 0 that change orders to ARS and Clements Electrical be adopted.

Motor Pool:

Upon recommendation of Mr. Lee Davis, Motor Pool Foreman & Ms. Marianne Dillard, Purchasing Agent, Mr. Hamilton made a motion, seconded by Mrs. Hughes, approved 5 – 0 that the bid for a bridge crane for Motor Pool be awarded to Engineered Systems, Inc. who was low bid at \$27,467. (See attached bid sheet)

Copying Machines for Various Departments:

Upon recommendation of Ms. Dillard, Mr. Hall made a motion, seconded by Mrs. Hughes, approved 4 – 1 (Mr. Timms voting against) that a no award be made on a copying machine for the Clerk of Court, the bid for a copying machine for the Finance Office be awarded to IKON at a cost of \$5,943 and the bid for a copying machine for the Magistrate's Office be awarded to Pitney at a cost of \$7,606.20. (See attached bid sheet)

Sewer Commission Appointment:

Mr. Hamilton made a motion, seconded by Mr. Thomas, approved 5 – 0 that Mr. Ron Knoerr be reappointed as a representative of the City of Seneca on the Sewer Commission.

Executive Session:

Mr. Hall made a motion, seconded by Mrs. Hughes, approved 5 – 0 that Council go into executive session for the purpose of discussing a financial matter and threatened litigation.

Open Session:

(Tax Sale):

When open session resumed, Mr. Hall made a motion, seconded by Mr. Hamilton, approved 5 – 0 that the County Supervisor and County Attorney be authorized to settle a claim from a delinquent tax sale in the amount of \$800 and obtain a release from this claim.

(Lila Doyle):

Mr. Timms, Chairman, Purchasing, Real Estate, Building & Grounds Committee, tentatively scheduled a meeting October 20, 1999.

(Noise Ordinance):

Mr. Timms also asked that the Sheriff look at the Noise Control Ordinance again.

(Airport):

Mr. Timms informed Council that four contractors had submitted proposals for a design/build concept for hangars at the airport. The committee had interviewed these four contractors today and are presently waiting on additional information, when this information is obtained, the committee will meet again.

Further, upon recommendation of the committee, Council voted 3 – 2 (Mr. Hall & Mrs. Hughes voting against) that the attached Work Authorization 9902A for engineering services for additional design for T hangars at the airport be adopted.

(Humane Society):

Mr. Orr assigned the updating of the contract between the county and the Humane Society to the Law Enforcement, Safety, Health, Welfare & Services Committee.

(Sewer):

The Law Enforcement, Safety, Health, Welfare & Services Committee scheduled a meeting Thursday, October 14, 1999 at 5:30 PM in Council Chambers for the purpose of discussing the challenges the county and the cities face in expanding and updating the sewer system in the county.

(Budget Meeting)

The Budget & Finance Committee scheduled a meeting Monday, October 18, 1999 at 6:00 PM in Council Chambers to discuss funding for the hangars at the airport.

(Moratorium):

Mr. Hall made a motion, seconded by Mrs. Hughes, approved 5 – 0 that the moratorium against purchasing computer equipment be lifted for the Council Office, the Supervisor's Office and the Veterans Affairs Office.

Adjourn:

Adjourn: 8:30 PM

Respectfully Submitted



Opal O. Green
Council Clerk

ORDINANCE

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF POLLUTION CONTROL REVENUE REFUNDING BONDS (DUKE ENERGY CORPORATION) SERIES 1999 IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$37,000,000 OF OCONEE COUNTY, SOUTH CAROLINA, TO THE BANK OF NEW YORK, AS TRUSTEE; THE APPLICATION OF THE PROCEEDS OF SAID BONDS TO REFUND EXISTING POLLUTION CONTROL BONDS; THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS RELATING TO THE ISSUANCE OF THE AFORESAID BONDS, INCLUDING A TRUST INDENTURE BETWEEN OCONEE COUNTY AND THE BANK OF NEW YORK, SECURING THE BONDS AND PRESCRIBING MATTERS RELATED THERETO, A LOAN AGREEMENT BETWEEN OCONEE COUNTY AND DUKE ENERGY CORPORATION, A PURCHASE AGREEMENT AMONG OCONEE COUNTY, DUKE ENERGY CORPORATION AND GOLDMAN, SACHS & CO., AND AN OFFICIAL STATEMENT AND OTHER MATTERS RELATING THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is empowered under and pursuant to the provisions of Title 48, Chapter 3 of the Code of Laws of South Carolina 1976, as amended (the "Act"), (i) to enter into agreements with any industry to construct and thereafter operate, maintain and improve pollution control facilities; (ii) to enter into a loan agreement with such industry prescribing the terms and conditions of the payments to be made by the industry to the County to meet the payments that shall become due on bonds; (iii) to issue bonds for the purpose of defraying the cost of acquiring by construction and purchase pollution control facilities or to issue bonds for any enlargement, improvement or expansion of any then existing pollution control facility and to secure the payment of such bonds; and (iv) to issue bonds to refund any bonds issued under the Act; all in order to provide assistance to industries to mitigate, eliminate or prevent air and water pollution and to dispose of all waste of any sort originating in or about any industrial enterprise by providing a means with which to raise moneys to pay the cost of such facilities; and

WHEREAS, the County, subject to the approval of the State Budget and Control Board of South Carolina, is authorized by the Act to issue its revenue bonds or to refund bonds issued pursuant to the Act, for the purpose of defraying the cost of acquiring, or causing to be acquired, by construction and purchase, pollution control facilities, as defined in the Act; such revenue bonds to be payable solely from the revenues and receipts derived under any financing agreement with respect to such pollution control facilities and to be further secured by an assignment of the rights of the County under such financing agreement; and

WHEREAS, the County has previously issued its Annual Tender Pollution Control Revenue Bonds (Duke Power Company Project) Series 1987A in the original aggregate amount

of \$25,000,000, issued by the County, and the Annual Tender Pollution Control Revenue Bonds (Duke Power Company Project) Series 1987B in the original aggregate amount of \$10,000,000 (collectively the "Prior Bonds"); and

WHEREAS, in order to implement the public purposes enumerated in the Act, the County has agreed to execute and deliver its Pollution Control Revenue Refunding Bonds (Duke Energy Corporation) Series 1999 in the principal amount not exceeding \$37,000,000 (the "Bonds"), under and pursuant to the Act to refund the Prior Bonds; and

WHEREAS, the County Council proposes to execute and deliver its revenue bonds, to be designated "Oconee County, South Carolina Pollution Control Revenue Refunding Bonds (Duke Energy Corporation) Series 1999", in the principal amount not exceeding \$37,000,000, to be dated as of October 1, 1999, or such other date on or before January 1, 2000, as may be agreed to by Duke Energy Corporation, a North Carolina corporation (the "Corporation"), and The Bank of New York, as trustee (the "Trustee"), to be issued under and pursuant to the provisions of the Act, and to be secured by and to contain such terms and provisions as are set forth in a Trust Indenture dated as of October 1, 1999 (the "Indenture"), by and between the County and the Trustee; the proceeds from the Bonds to be disbursed to finance the refunding of the Prior Bonds (the "Refunding"); and

WHEREAS, the County Council, having determined as aforesaid that it will be of substantial public benefit to do so, proposes to loan the proceeds of the Bonds to the Corporation under and pursuant to the provisions of a Loan Agreement dated as of October 1, 1999 (the "Agreement"), by and between the County and the Corporation, pursuant to which the Corporation is obligated to make payments directly to the Trustee for the account of the County in amounts sufficient to pay the principal and interest on the Bonds; and

WHEREAS, the Refunding and the issuance of the Bonds by the County as herein recited and provided have been duly approved by the State Budget and Control Board of South Carolina, by resolution duly adopted on September 14, 1999, and will serve the intended purposes and in all respects conform to the provisions and requirements of the Act; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the following documents which the County proposes to execute and deliver:

1. The form of the Indenture by and between the County and the Trustee;
2. The form of the Agreement by and between the County and the Corporation;
3. The form of the Bond Purchase Agreement (the "Purchase Agreement") by and among the County, the Corporation and Goldman, Sachs & Co.; and
4. The form of the Official Statement.

WHEREAS, it appears that each of the instruments above referred to, which are now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to further the purposes of the Act by refinancing the costs of acquiring, construction and purchasing the pollution control facilities referred to above by assisting the Corporation in the refunding of the Prior Bonds, the issuance of the Bonds is approved.

Section 2. Pursuant to the authority of the Act, and for the purpose of defraying the cost of the Refunding, there is hereby authorized to be issued, and shall be issued, revenue refunding bonds of the County in one or more series in the aggregate principal amount of not exceeding Thirty Seven Million Dollars (\$37,000,000) to be designated "Oconee County, South Carolina Pollution Control Revenue Refunding Bonds (Duke Energy Corporation) Series 1999." The Bonds shall be issuable in fully registered form.

The Bonds shall bear interest at the rates and times as provided in the Indenture. Principal shall be payable as provided in the Indenture.

The Supervisor-Chairman of the County Council is hereby authorized to approve such changes in the maturity date of the Bonds and the dates on which principal and interest are due thereon as may be consistent with any authorized change in the date of, and date of delivery of, the Bonds and such other changes as may be necessary to carry out the transactions contemplated by the Bonds, the Indenture and the Agreement and as do not modify in any material respect the County's undertaking thereunder, his execution and delivery of the Indenture to indicate such approval.

Section 3. The Bonds shall be limited obligations of the County, the principal and interest on which shall be payable solely out of the revenues derived from the Agreement. The Bonds and the interest thereon shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers. Such limitation shall be plainly stated on the face of the Bonds.

Nothing in this ordinance, the Agreement or the Trust Indenture shall be construed as an obligation or commitment by the County to expend any of its funds other than (i) the proceeds of the Bonds, (ii) the revenues derived from the Agreement, and (iii) any moneys arising out of the investment or reinvestment of said proceeds, revenues or moneys.

Section 4. The Bonds shall be executed in the name the County with the manual or facsimile signature of the Supervisor-Chairman of the County Council, shall be attested by the manual or facsimile signature of the Clerk of the County Council, and shall have the seal of the County impressed or imprinted thereon.

Section 5. The Bonds shall be in substantially the form set forth in the Indenture, with necessary or appropriate variations, omissions and insertions as permitted or required by the Indenture.

Section 6. The Bonds shall be issued in compliance with and under authority of the provisions of the Act, this ordinance and the Indenture.

Section 7. While any portion of the Bonds shall remain outstanding and unpaid, the County hereby covenants and agrees with the holders from time to time of such Bonds that it will not issue any additional notes or bonds or incur any obligations of any sort secured by a lien prior to the lien of the Indenture.

Section 8. It is hereby found, determined and declared by the County Council, as follows:

(a) The project financed with the proceeds of the Prior Bonds (the "Project") constitutes and will continue to constitute a "pollution control facility" as said term is referred to and defined in Section 48-3-10 of the Act, and the issuance of the Bonds in the aggregate principal amount of not exceeding \$37,000,000 will be used to defray the refunding of the Prior Bonds and will serve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) Neither the Project, the Bonds proposed to be issued by the County to defray the costs of the Refunding, nor any documents or agreements entered into by the County in connection therewith will constitute or give rise to any pecuniary liability of the County or a charge against its general credit or taxing power;

(c) Inasmuch as the Corporation is a corporation with established credit, the establishment of reserve funds in connection with retirement of the Bonds and the maintenance of the Project is deemed unnecessary;

(d) The Project will be made available by the County to the Corporation upon terms that require the Corporation, at its own expense, to maintain the Project in good repair and to carry all proper insurance with respect thereto; and

Section 9. 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 Supervisor-Chairman and the Clerk of the County Council 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, and thereupon to cause the Agreement to be delivered to the Corporation. 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 10. To provide for the authorization of and to secure the Bonds under the Act, and to prescribe the terms and conditions upon which the Bonds are to be issued, secured, executed, accepted and held, and for the purpose of assigning the interests of the County under the Agreement, the form, terms and provisions of the Indenture which is before 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 Indenture were set out in this ordinance in its entirety. The Supervisor-Chairman and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Indenture to the Trustee. The Indenture 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 Indenture now before this meeting.

The Bank of New York, a New York state banking corporation, is hereby designated as Indenture Trustee under the Indenture and as Paying Agent and Bond Registrar for the Bonds.

Section 11. There is hereby authorized the execution and delivery of the Bonds to the Trustee at a price of not exceeding Thirty Seven Million Dollars (\$37,000,000), the same being one hundred percent (100%) of the par value of the Bonds. The Supervisor-Chairman and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Bonds to the Trustee. The Bonds are 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 the Bonds before this meeting.

Section 12. The form, terms and provisions of the Purchase 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 Purchase Agreement were set out in this ordinance in its entirety. The Supervisor-Chairman and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Purchase Agreement in the name and on behalf of the County, and thereupon to cause the Purchase Agreement to be delivered to the Corporation. The Purchase 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 Purchase Agreement now before this meeting.

Section 13. The forms, terms and provisions of the Official Statement 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 Official Statement were set out in this ordinance in their entirety. The Supervisor-Chairman and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Official Statement in the name and on behalf of the County, and thereupon to cause the Official Statement to be delivered to the Corporation. The Official Statement are 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, their delivery thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Official Statement now before this meeting.

Section 14. The Supervisor-Chairman and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Agreement, the Indenture, the Purchase Agreement and the performance of all obligations of the County under and pursuant to the Agreement, the Indenture, the Purchase Agreement and the Bonds and the execution and delivery of the Bonds; and the Trustee is hereby authorized to receive and receipt for the proceeds of the Bonds on behalf of the County and to hold and disburse said proceeds in accordance with the provisions of the Indenture.

The Supervisor-Chairman and the Clerk of the County Council are each further authorized to execute and deliver such other documents and certificates necessary to effectuate the issuance and delivery of the Bonds as contemplated in this ordinance.

Section 15. No approvals granted in connection with the Bonds nor any requests for approval by the State Budget and Control Board have been made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign.

Section 16. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 17. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this ____ day of _____, 1999.

**OCONEE COUNTY,
SOUTH CAROLINA**

By: _____
Supervisor-Chairman,
Oconee County Council

ATTEST:

Clerk, Oconee County Council

First Reading: September 7, 1999

Second Reading: September 14, 1999

Public Hearing and
Third Reading: September 21, 1999

ORDINANCE

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BY AND AMONG OCONEE COUNTY, SOUTH CAROLINA, AS LESSOR, AND PINE RIVER PLASTICS, INC. AS LESSEE; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 12, Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, or cause to be acquired, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of Oconee County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a lease agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Pine River Plastics, Inc., a corporation organized and existing under the laws of the State of Michigan (referred to hereinafter as the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Lease Agreement (Pine River Plastics, Inc. Project) pursuant to the Act for the purpose of authorizing and of acquiring, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of manufacturing or assembling plastic injection moldings for highly aesthetic products (the "Project"), all as more fully set forth in the Lease Agreement attached hereto; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement and the Lease Agreement with Fine River Plastics, Inc. and to that end has, by its Resolution adopted on September 21, 1999, authorized the execution of an Inducement Agreement and Millage Rate agreement containing a fee-in-lieu of tax agreement; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Lease Agreement by and between the County and the Company which includes the agreement for payment of a payment-in-lieu of tax and an escrow agreement (the "Escrow Agreement") which provides for the reconveyance of the Project to the Company at the end of the Lease Agreement; and

WHEREAS, it appears that the instruments above referred to, which are now before this meeting, are in appropriate form and are appropriate instruments to be executed and delivered by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED by the County Council of Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State of South Carolina by assisting the Company to locate an industrial facility in the State of South Carolina, the acquisition by the County and the subsequent lease to the Company of land, a building or buildings, and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of manufacturing plastic injection moldings for highly aesthetic products, is hereby authorized, ratified and approved.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

- (a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;
- (c) The terms and provisions of the Inducement Agreement and Millage Rate

Agreement are incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

(h) The benefits of the Project will be greater than the costs.

Section 3. The forms, terms and provisions of the Lease Agreement and the Escrow Agreement presented to this meeting and filed with the Clerk to 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 Lease Agreement and Escrow Agreement were set out in this Ordinance in its entirety. The Supervisor/Chairman of the County Council and the Clerk of the County Council be and are hereby authorized, empowered and directed to execute, acknowledge and deliver the Lease Agreement and the Escrow Agreement in the name of and on behalf of the County, and thereupon to cause the Lease Agreement and the Escrow Agreement to be delivered to the Company and cause the Lease Agreement to be recorded in the Office of the Clerk of Court for Oconee County. The Lease Agreement and the Escrow Agreement are to be substantially the forms 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 forms of Lease Agreement and Escrow Agreement now before this meeting. The reconveyance of the land and buildings by the County to the Company pursuant to the Escrow Agreement and Deeds maintained thereby is hereby specifically authorized.

Section 4. The Supervisor/Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Lease Agreement and Escrow Agreement and the performance of all obligations of the County under and pursuant to the Lease Agreement and Escrow Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the

remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and in full force from and after its passage and approval.

Passed and approved this ____ day of October, 1999.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading: September 21, 1999
Second Reading: October 5, 1999
Public Hearing: October 19, 1999
Third Reading: October 19, 1999

NOTICE OF PUBLIC HEARING

There will be a public hearing on an ordinance with respect to the approval by Oconee County, South Carolina of a fee-in-lieu-of-tax (FILOT) agreement including specifically a lease to be entered into by Oconee County, with Pine River Plastics, Inc. The property to be leased is located at 7090 South Highway 11, Westminster, South Carolina in Oconee County. Said public hearing is to occur at a meeting of the Oconee County Council on Tuesday, October 19, 1999 at 3:00 p.m. in the County Council Chambers located at 415 S. Pinestreet, Walhalla, South Carolina.

OCONEE COUNTY, SOUTH CAROLINA

Harrison R. Orr, Supervisor/Chairman,
County Council



Thomas A. Bright
864.241.1831
tab@gvl.haynsworth.com

September 28, 1999

Greenville

Ms. Kay Olbon
Personnel Coordinator
Oconee County
415 South Pine Street
Walhalla, SC 29691-2145

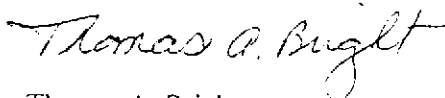
Re: Substance Abuse Policy

Dear Kay:

I have completed the revisions to the drug testing policy that you requested in June. I apologize for the delay in getting this back to you. We have changed the policy in a number of places to read that a first violation of the policy may result in termination. I have also enclosed a consent form for you to use to have employees consent to drug testing.

If you have any questions after reviewing this policy, please do not hesitate to give me a call. With best regards, we remain

Very truly yours,



Thomas A. Bright

TAB:dm
Enclosures

CONSENT TO EMPLOYEE TESTING

I understand that submission to testing for the presence of illegal drugs and/or alcohol is a condition of employment with the County. I further understand that (1) if I refuse to take the test(s), (2) if I tamper with the collection or testing processes, or (3) if the test(s) establish a violation of the County's policies concerning illegal drug and alcohol use, disciplinary action up to and including discharge may result. I understand that the County may conduct preemployment, fitness-for-duty, and random testing.

By signing this form, I consent to take the test(s) and authorize release of any test result(s) to the County. I understand that I may be placed on temporary leave of absence pending the result(s) of said test(s). I further authorize the County to discuss the results with the medical personnel/physician collecting the specimen, the testing facility, its directors, officers, agents, and employees responsible for administering the aforementioned test(s) or evaluating the results thereof and any of them herein.

I ACKNOWLEDGE THAT THIS AGREEMENT DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT OR GUARANTEE ANY TERMS, CONDITIONS, OR PERIOD OF EMPLOYMENT.

Employee's Signature

Date

COUNTY OF OCONEE

Substance Abuse Policy And Procedure

I. PURPOSE

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work, and to promote a drug-free community, the County of Oconee establishes this policy on the use or abuse of alcohol, drugs, or other psychoactive substances by its employees. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems, including increased injuries on the job, increased absenteeism, increased healthcare and benefit costs, increased work theft, decreased morale, decreased productivity, and a decline in the quality of services provided by the County. The County has established this policy to detect users and remove abusers of alcohol and drugs. It is also the policy of the County to prevent the use and/or presence of these substances in the workplace and to assist employees in overcoming any dependence on drugs and/or alcohol in accordance with the guidelines set forth within.

THE POLICIES AND PROCEDURES CONTAINED HEREIN ARE NOT INTENDED TO CREATE A CONTRACT OF EMPLOYMENT BETWEEN OCONEE COUNTY AND ANY EMPLOYEE. NOTHING IN THE SUBSTANCE ABUSE POLICY AND PROCEDURE SHALL BIND THE COUNTY OR ANY EMPLOYEE TO A SPECIFIC OR DEFINITE PERIOD OF EMPLOYMENT. ANY EMPLOYEE IS COMPLETELY FREE TO LEAVE THE COUNTY AT ANY TIME, AND THE COUNTY ALSO HAS THE SAME RIGHT TO END THE EMPLOYMENT RELATIONSHIP AT ANY TIME. THIS IS JUST GOOD BUSINESS PRACTICE FOR EVERYONE.

II. SCOPE

All County employees, including management and administrative employees, are covered by this policy. As a condition of employment, employees are required to abide by the terms of this policy. This substance abuse policy primarily governs actions in the areas of alcohol and drugs. Other County policies may be applicable in these areas to the extent they do not conflict with this policy.

III. DEFINITIONS

- A. **Applicant**—any individual tentatively selected for employment with the County and, if employed, will occupy a sensitive position.
- B. **Medical Review Officer**—the individual responsible for receiving laboratory results generated from the County's Drug Testing Policy who is a licensed physician with knowledge of substance abuse disorders and who has the

appropriate medical training to interpret and evaluate all positive test results together with an individual's medical history and any other relevant biomedical information.

- C. **Legal Drugs**—prescribed or over-the-counter drugs that are legally obtained by an individual and used for the purpose for which they were prescribed and/or sold.
- D. **Illegal Drugs**—controlled substances included in Schedule I or II, as defined by Section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of that Title. These include, but are not limited to, marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.
- E. **Random Testing**—a system of drug testing imposed without individualized suspicion that a particular individual is using illegal drugs and may be either:
 - 1. Uniform, unannounced testing of employees in sensitive positions; or
 - 2. A statistically random sampling of such employees based on a neutral criterion, such as social security numbers or employee identification numbers.
- F. **Employees In Sensitive Positions**—employees in positions within the County that may involve law enforcement, security, the protection of life and property, public health or safety, or other functions requiring a high degree of trust and confidence, including but not limited to Road Department employees, rock crusher employees, solid waste employees, motor pool employees, public service building employees, and any other employees using any kind of motorized equipment.
- G. **Supervisor**—an employee having authority to hire, direct, assign, promote, reward, transfer, lay off, recall, suspend, discipline, remove other employees, or adjust employee grievances or effectively recommend such action, if the exercise of authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.
- H. **Verified Positive Test Result**—a test result that was positive on an initial immunoassay test, confirmed by a Gas Chromatography/Mass Spectrometry assay and reviewed and verified by the Medical Review Officer in accordance with this policy.

IV. NOTICE

A. **General Notice**

A general notice from the County announcing this policy will be provided to all employees no later than 60 days prior to the implementation date of the policy. The notice shall explain:

1. The purpose of the policy.
2. That the policy will include testing.
3. That those who hold positions selected for random testing will also receive an individual notice, prior to the commencement of testing, indicating that their position has been designated "sensitive."
4. The circumstances under which testing may occur.
5. That an opportunity will be afforded to submit medical documentation of lawful use of otherwise illegal drugs.
6. That the laboratory assessment is a series of tests that are highly accurate and reliable and that as an added safeguard, laboratory results are reviewed by the Medical Review Officer.
7. That positive test results verified by the Medical Review Officer may be disclosed only to the employee, the appropriate County officials necessary to process an adverse action against the employee, or a court of law or administrative tribunal in any adverse personnel action.

B. **Individual Notice**

In addition to the information provided in the general notice, an individual notice will be distributed to all employees in sensitive positions explaining the following:

1. That the employee's position has been designated as a sensitive position.
2. That the employee will have the opportunity to voluntarily admit to being a user of illegal drugs and to receive counseling or rehabilitation and shall not be subject to disciplinary action.

3. That the employee's position will be subject to random testing no sooner than 30 days following the notice.

C. Signed Acknowledgment

Each employee in a sensitive position shall be asked to acknowledge in writing that the employee has received and read the notice which states that the employee's position has been designated for random testing and that refusal to submit to testing will result in initiation of disciplinary action, up to and including discharge. If the employee refuses to sign the acknowledgment, the employee's supervisor shall note on the acknowledgment form that the employee received the notice. This acknowledgment, which is advisory only, shall be centrally collected for easy retrieval by the County. An employee's failure to sign the notice shall not preclude testing that employee or otherwise affect the implementation of this policy, since the general 60-day notice will previously have notified all County employees of the County's substance abuse policy.

D. Administrative Relief

If an employee believes his/her position has been wrongly designated a sensitive position, that employee may file an administrative appeal to the Oconee County Council, which has the authority to remove the employee's position from the sensitive position list. The appeal must be submitted by the employee in writing to County Council within 15 days of notification setting forth all relevant information. County Council shall review the appeal based upon the criteria applied in designating that employee's position as a sensitive position. County Council's decision is final and is not subject to further administrative review.

E. Notice To Applicants

1. All applicants will be given a copy of the County's general notice regarding its testing policy.
2. Every vacancy announcement for sensitive positions shall state:

All applicants tentatively selected for this position will be required to submit to urinalysis to screen for illegal drug use prior to appointment.

In addition, each applicant will be notified that appointment to the position will be contingent upon a negative drug test result. Failure of the vacancy announcement to contain this statement notice will not preclude applicant

testing if advanced written notice is provided applicants in some other manner.

F. Notification To Employees Subject To Certain Types Of Testing

Employees subject to reasonable suspicion testing, post-accident testing, or follow-up testing shall receive notice prior to testing that includes all of the following information:

1. The specific reasons for the test;
2. Assurance that the quality of testing procedures is tightly controlled, that the test used to confirm use of illegal drugs is highly reliable, and that test results will be handled with maximum respect for individual privacy consistent with safety and security;
3. Notice of the opportunity and procedures for submitting supplemental medical documentation that may support a legitimate use for a specific drug; and
4. The consequences of a confirmed positive test result or refusal to be tested, including disciplinary action.

V. ALCOHOL USE PROHIBITIONS

A. Consumption On County Property

The consumption of alcohol on County property or during regularly established working hours is prohibited and will result in disciplinary action up to and including discharge.

B. Personal Possession

1. The personal possession (for example, on the person or in a desk, toolbox, or locker) of alcohol during work time or on County property will result in disciplinary action up to and including discharge.
2. The possession of alcohol in a personal vehicle on County property is not prohibited, provided such possession is in compliance with this policy as well as state and local laws.

C. Reporting To Work Under The Influence

It is against County policy to report to work or to work under the influence of alcohol.

D. Testing For Alcohol

1. Any employee who, in the judgment of a supervisor, is considered to be under the influence of alcohol (i.e., the employee's ability to perform the job safely and effectively is affected by the use of alcohol) will be required to submit to an alcohol test by breathalyser.
2. An alcohol test result of 0.04 or higher will be considered positive.
3. An employee may, at his/her own expense, request further confirmation through analysis of a blood sample.

E. Removal From Service

1. An employee who is considered to be under the influence of alcohol will be removed immediately from the workplace. The County will take further action (i.e., removal from service and/or disciplinary action) based on the results of the breathalyser and/or blood test, relevant medical information, work history, and other relevant factors.
2. Any employee in a sensitive position who is not perceived to be under the influence of alcohol but who displays evidence of alcohol consumption, such as the smell of alcohol on the breath, will be immediately removed from the workplace. The County will investigate the situation and will take appropriate action based on the results of the investigation, the employee's work history, and other relevant factors.

F. Arrest For Alcohol-Related Incident

Employees arrested for an alcohol-related incident must immediately notify their supervisors or the Personnel Director of the arrest if the incident occurs:

1. During scheduled working hours;
2. While operating a County vehicle on County or personal business;
3. While operating a personal vehicle on County business: or

Failure to notify an appropriate County official may result in disciplinary action, up to and including discharge.

VI. DISCIPLINARY ACTION FOR ALCOHOL POLICY VIOLATION

Employees may be discharged for any violation of the County's alcohol policy.

VII. DRUG USE PROHIBITIONS

A. **On-Duty Or On-County Property Violations**

The use, sale, purchase, possession, manufacture, distribution, trafficking, or dispensation of illegal drugs on County property or during regularly established work hours is against County policy and is cause for immediate discharge.

B. **Reporting To Work Under The Influence Of Drugs**

It is also against County policy to report to work or to work under the influence of illegal drugs. Employees who violate this policy are subject to disciplinary action, up to and including discharge, or may be referred to the County's EAP.

C. **Legal Drugs**

Legal drugs may also affect the safety of the employee, fellow employees, or members of the public. Therefore, any employee who is taking any legal drug that might impair safety, performance, or any motor functions must advise his/her supervisor before reporting to work under such medication. A failure to do so may result in disciplinary action. If the County determines that such use does not pose a safety risk, the employee will be permitted to work. If such use impairs the employee's ability to safely or effectively perform his/her job, the County may temporarily reassign the employee or grant a leave of absence during the period of treatment. If the above measures are impractical, the County, in its discretion, may also suspend or terminate any employee whose use of a prescription drug inhibits or interferes with proper or safe job performance. Improper use of "legal drugs" is prohibited and may result in disciplinary action.

VIII. DRUG TESTING

A. **General Provisions**

The extent to which employees are tested and the criteria for testing shall be determined based upon the nature of the department's mission and its employees' duties, the efficient use of the County resources, and the danger to the public

health and safety that could result from the failure of an employee to adequately discharge the duties of his/her position. The County's program provides for five types of testing: (1) random; (2) reasonable suspicion; (3) preemployment/preappointment; (4) post-accident; and (5) follow-up. The type of testing requirements to which an employee will be subject is dependent on the safety and/or security-sensitive nature of the employee's position.

B. Categories Of Employees

Two categories of employees, as specified below, have been established for the purpose of determining which positions will be subject to specific types of testing. Appendix A sets forth which positions within the County are in each category.

1. Safety/Security Sensitive Positions

- a. These are positions characterized by critical safety or security responsibilities as related to the mission of the County and its departments. The job functions associated with these positions have a direct and immediate impact on public health and safety, the protection of life and property, or law enforcement. These positions require the highest degree of trust and confidence. Employees in these positions are subject to rigorous testing requirements. The County will establish written justification for classifications of a position as "sensitive" specifying the adverse consequences that would likely occur if an incumbent in that position were to use illegal drugs. All employees in sensitive positions are subject to: (1) random testing; (2) reasonable suspicion testing; (3) post-accident testing; and (4) follow-up testing. All applicants for sensitive positions are subject to preemployment/preappointment testing.
- b. In determining which departments or positions will be subject to random testing, the County will consider the extent to which the department or position:
 - (1) Considers its mission inconsistent with illegal drug use;
 - (2) Is engaged in law enforcement;
 - (3) Authorizes employees to carry firearms;
 - (4) Requires employees to engage in activities affecting public health or safety;

- (5) Involves the custody of or access to classified information;
or
- (6) Must foster public trust by preserving employee's reputation for integrity, honesty, and responsibility.

Each determination by the County to classify a particular job occupation as sensitive shall be supported by a justification statement clearly describing why the job is safety/security critical and specifying the adverse consequences that would likely occur if an incumbent in that position were to use illegal drugs. A current justification statement for each sensitive position shall remain on file with the Personnel Department, which shall review each justification statement to ensure overall consistency with this policy and among varying occupations throughout the County and make appropriate recommendations.

- c. County Council, with the assistance of the County Personnel Department, will develop and approve a list of all positions considered to be "sensitive" positions. The list of sensitive positions shall be approved by County Council prior to implementation of the random testing provisions of this policy. Administrative appeals contesting classification of a position as "sensitive" shall be permitted as set forth in Section IV.D of this policy.

2. All Positions Not Classified As Sensitive

All other employees (i.e., those in nonsensitive positions) are subject to:
(1) reasonable suspicion testing; and (2) post-accident testing.

IX. TYPES OF TESTING

A. Testing Of Applicants For Sensitive Positions

1. All applicants for sensitive positions will be tested for the presence of illegal drugs as a part of the application process. This includes current employees in nonsensitive positions who are applying for sensitive positions and all external applicants for sensitive positions.

2. Applicants will be advised of the County's substance abuse policy and testing requirements in writing prior to an offer of hire or referral for a physical and/or drug test.
3. If an applicant refuses to provide a urine specimen or tampers in any way with any test, he/she will not be considered for employment, and the employment application process will be terminated.
4. If an applicant's test is positive, the applicant will not be considered for employment at that time and will be informed that he/she has failed to meet medical standards. The applicant will be offered referral to professional evaluation at the applicant's own expense. If the applicant asks what substance was detected by the test, he/she shall be told in a confidential manner.
5. Any applicant who refuses to provide a urine specimen or who fails to pass the preemployment drug test shall be ineligible for hire for a period of 12 months.

B. Reasonable Suspicion Testing

1. Employees may be asked to submit to a drug test if the County has reason to believe that an employee is using illegal drugs. Such belief must be based on specific objective facts and reasonable inferences drawn from these facts in the light of experience. Reasonable suspicion does not require certainty; however, mere "hunches" are not sufficient to meet this standard. Reasonable suspicion testing will be ordered only by a management official.
2. Factors that would establish cause to conduct reasonable suspicion testing include, but are not limited to, the following:
 - a. Direct observation of drug-related activity;
 - b. A pattern of abnormal conduct;
 - c. Unusual, irrational, or erratic behavior;
 - d. Physical symptoms of being under the influence of a drug;
 - e. Unexplained, increased, or excessive absenteeism or tardiness;
 - f. Sudden changes in work performance;

- g. Repeated failure to follow instructions or operating procedures;
 - h. Unexplained or excessive negligence or carelessness;
 - i. Discovery or presence of drugs in an employee's possession or near the employee's workplace.
 - j. Odor of and/or residual odor peculiar to some drug or controlled substance;
 - k. Arrest or conviction for a drug-related crime;
 - l. Information provided either by reliable and credible sources or independently corroborated; and
 - m. Evidence that an employee has tampered with a prior drug test.
3. If a supervisor has a reasonable suspicion that an employee is using illegal drugs, he/she must report his/her findings and observations to the department head and the County Personnel Director. Factors that substantiate this belief shall be documented. This documentation will be retained in the personnel or adverse action file or other system of records, if appropriate.
 4. Upon approval by the Personnel Director and/or other appropriate County officials, the employee will be asked to consent to a drug test and sign a form acknowledging his/her consent.

C. Random Testing

1. Employees in sensitive positions will be required to submit to drug testing on a random basis.
2. Selection of employees for random testing shall be conducted through the use of a random number generator or other neutral selection process.
3. When an employee is selected for random testing, both the employee and the employee's supervisor shall be notified on the day the test is scheduled to occur. The supervisor shall explain to the employee that the employee is under no suspicion of taking drugs and that the employee's name was selected randomly pursuant to this policy.

4. An employee selected for random drug testing may obtain a deferral of testing only if the employee's supervisor and the agency or department head concur that a compelling need necessitates a deferral on the grounds that the employee is:
 - a. In a leave status (sick, annual, administrative, or leave without pay); or
 - b. On official travel status away from the test site or is about to embark on official travel scheduled prior to testing notification.
5. An employee whose random drug test is deferred will be subject to an unannounced test within the following 60 days.

D. Post-Accident Testing

Testing for the presence of drugs will be conducted following an accident or other occurrence that involves one or more of the following covered events: a fatality; a serious injury; substantial damage to vehicles; and/or substantial damage to other property.

Only employees whose job performance at or about the time of an accident provides reason to believe that such performance may have contributed to the accident shall be determined to be subject to drug testing. Said determination shall be made in the following manner.

1. First, the appropriate County official will determine whether the accident is a covered event as listed above. This determination shall be based on review of all available facts.
2. Second, following a determination that the accident qualifies as a covered event, the County official shall take all practical steps to identify each employee whose work performance may have been a contributing factor to the accident.
3. Third, after identification of each employee as specified in paragraph 2, the County official shall exclude from testing any employee so identified.
4. No employee shall be subject to testing until the procedures specified in paragraphs 1, 2, and 3 above are satisfied.
5. After the process of determination, as specified in paragraphs 1, 2, and 3 has been completed, the proper notification must be given to the employee.

and procedures for scheduling urine collection must begin within 24 hours of receipt of notice by the County of an accident that qualifies as a covered event.

E. **Additional Testing**

Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations.

X. **COLLECTION, TESTING, AND REPORTING PROCEDURES**

A. **Collection Site**

1. A designated collection site will be provided where employees and applicants will present themselves for the purpose of providing urine specimens to be analyzed for illegal drug use. The site will possess all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, temporary storage, and transportation (shipping) of urine specimens to the drug testing laboratory.
2. Employees will be asked by their supervisor or other appropriate County official to report to the collection site. Employees who are believed to be under the influence of drugs will be transported to the collection site by the employees' supervisors or other appropriate County officials. Applicants will be instructed to report to the collection site at a specified time.
3. Procedures will provide for the collection site to be secure. A collection site facility dedicated solely to urine collection shall be secure at all times. In cases where a facility cannot be dedicated solely for the purpose of urine collection, the portion of the facility being used for such testing shall be secured during collection. Drug Testing Control Forms (known as chain-of-custody forms) will be properly executed by authorized collection site personnel upon receipt of specimens. The handling and transportation of urine specimens from one authorized individual or place to another will always be accomplished through the use of chain-of-custody procedures. No unauthorized personnel shall be permitted in any part of the collection site where urine specimens are collected or stored.

B. **Specimen Collection Process**

The procedures contained in this policy are designed to provide consideration for individual privacy in conjunction with a controlled drug testing program. The procedures set forth below apply to all five types of testing (i.e., random.

reasonable suspicion, preemployment/preappointment, post-accident, and follow-up).

1. **Consent**

All applicants and employees required to submit to drug or alcohol testing will be asked to sign a Consent Testing form. If the individual refuses to sign the consent form, he/she will be referred to counseling and/or rehabilitation or may be discharged. An individual shall not be tested if he/she refuses to sign the consent form.

2. **Chain Of Custody**

- a. To ensure the urine sample provided by an individual is properly identified and not accidentally confused with any other sample, strict procedures shall be used when collecting and transferring the sample. The total of the procedures (i.e., the official transfers from the individual providing the sample to the drug testing laboratory) including storage of confirmed positive samples at the laboratory is known as the chain of custody.
- b. While performing the collection part of the chain-of-custody procedures, the urine specimen and chain-of-custody documents shall be under the control of the collector. The collector shall not leave his/her work station without securing the specimen and chain-of-custody form. The specimen should be packaged for mailing before the collector leaves the site.
- c. The collector and the individual providing the specimen shall always have the container or specimen bottle within sight before and after the individual has urinated. The container shall be tightly capped, properly sealed, and labeled. The chain-of-custody form shall be utilized for maintaining control and accountability from point of collection to final disposition of specimens. With each transfer of possession, the chain-of-custody form shall be dated, signed by the individual releasing the specimen, signed by the individual accepting the specimen, and the purpose for transferring possession noted. Every effort shall be made to minimize the number of persons handling the specimens.
- d. Applicants and employees will be given an opportunity prior to testing to list all drugs they have recently taken including prescribed drugs and to explain the circumstances of the use of

those drugs in writing on the drug testing control form. This listing and explanation, if any, shall be kept in confidence unless there is a positive test result. If there is a positive test result, it will be reviewed on a need-to-know basis.

- e. After collection of urine specimens, collectors shall arrange to ship the specimens to the drug testing laboratory. The specimen containers shall be securely sealed to eliminate the possibility of tampering. The collector shall sign and date across the tape label sealing the container and ensure that the chain-of-custody documentation is completed and attached to each sealed container. In preparing the specimen container for shipment to the laboratory, an outer mailing wrapper or box shall be placed around each sealed container and sealed again with an outer custody label.

3. **Individual Privacy And Specimen Control**

Collection of urine specimens shall allow individual privacy unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided. Precautions shall be taken to ensure that a urine specimen has not been adulterated or diluted during the collection procedure and that all information on the urine bottle and the chain-of-custody form can be identified as belonging to a given individual. Collection of urine specimens shall not be made under observation unless the County has reason to believe that a particular individual may alter or substitute the specimen.

C. **Laboratory Analysis Procedures**

1. **Certified Laboratory**

All specimens collected by the County pursuant to this policy shall be tested by a laboratory certified by the United States Department of Health and Human Services' Substance Abuse and Mental Health Services Administration ("SAMHSA").

2. **Policy**

- a. All samples will first be subjected to an initial screening process to detect the presence of drugs. Those samples having a negative screen (no illegal or illicitly used substance present) will be considered to have tested negative, and no further testing will be done on that sample. Those samples that test positive on the first

screen will be tested more extensively by means of Gas Chromatography/Mass Spectrometry (GC/MS) to eliminate any false positive tests.

- b. The laboratory will ensure the chain-of-custody procedures are adhered to from the time of receipt of urine samples until testing is completed and results reported. The same chain-of-custody procedures shall be adhered to during the storage period.

3. **Specimen Storage**

Negative samples will be discarded by the laboratory. Only samples testing positive after both the screening and confirmation tests will be considered positive for purposes of retaining the specimen. Positive samples will be retained at the laboratory in a frozen state for at least 365 days. Within this 365-day period, the County may request the laboratory to retain the specimen for an additional period of time. This ensures that the urine samples will be available for possible retest during any administrative or judicial proceeding. If the laboratory does not receive a request to retain the specimen during the initial 365-day period, the specimen may be discarded.

4. **Internal/External Quality Assurance Program**

Blind samples may be randomly intermingled by the County and the testing laboratory with individual specimen samples and analyzed in the same manner to ensure the accuracy of the laboratory testing program.

D. **Medical Review Officer (MRO)**

1. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO is responsible for the receipt, review, and interpretation of all confirmed positive test results submitted to the County from the drug testing laboratory. His/her review will be performed prior to the transmission of any positive test results to the Personnel Director, a department head, or any other County official.
2. A positive test result does not automatically identify an employee or applicant as an illegal drug user. The MRO shall undertake the examination of alternative medical explanations for a positive test result. This action could include the conduct of individual medical interviews, review of the individual's medical history, or the review of any other relevant biomedical factors. The MRO shall review all medical records

made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication.

3. Individuals are not entitled, however, to present evidence to the MRO in a trial-type administrative proceeding, although the MRO has the discretion to accept evidence in any manner he/she deems most efficient or necessary. If the MRO determines there is no justification for the positive result, such result will then be considered a verified positive test result. The MRO shall immediately contact the Personnel Director and/or department head upon obtaining a verified positive test result.
4. If the MRO determines there is a legitimate medical explanation for the positive test result, the MRO may deem that the result is consistent with legal drug use and take no further action other than reporting the test result as negative. In addition, based on review of inspection reports, quality control data, multiple samples, and other pertinent information, the MRO may determine that the result is scientifically insufficient for further action and declare the individual's test result as negative.
5. Test results shall be reported to the MRO within an average of five working days of receipt of specimens at the laboratory. All specimens negative on initial test or negative on the confirmatory test shall be reported as negative. Only specimens confirmed positive shall be reported as positive to the MRO. Results shall be transmitted to the MRO in a manner designed to ensure confidentiality of the information. It is not permitted to provide results verbally by telephone. A certified copy of the original chain-of-custody form, signed by the laboratory certifying official, shall be sent to the MRO. Copies of all analytical results shall be available from the laboratory when requested.

E. Independent Testing

An employee or applicant who tests positive may request a second analysis of the original sample. That test will be conducted at the same laboratory used by the County at the individual's expense. The individual can also request a separate retest at another SAMHSA-certified laboratory. In such instances, the laboratory used by the County will send a portion of the original sample to a laboratory designated by the individual. The cost of this test shall be paid by the individual. The MRO will not consider the results of urine samples that are not obtained and processed in accordance with this policy.

F. Reporting Test Results

1. Notification To Employees/Applicants

Employees and applicants will receive written notification of drug test results.

2. Disclosure Of Results

The results of a drug test of an applicant or County employee shall not be disclosed without the prior written consent of the individual unless the disclosure would be:

- a. To the MRO;
- b. To someone who is providing the employee with counseling or treatment services;
- c. To the Personnel Department, supervisor, or other County official having authority to take adverse personnel action against such employee; and/or
- d. Pursuant to an order of a court of competent jurisdiction where required by the United States to defend an adverse personnel action.

3. Notification To County

Notification concerning test results will ordinarily be made to appropriate County officials, the County Personnel Department, and the employee.

G. Range Of Drugs

1. Drugs Covered

Tests will be conducted for the illegal use of the following drugs considered to be a controlled substance included in Schedule I or II as defined by Section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of that Title.

- a. Marijuana;
- b. Cocaine;

- c. Opiates;
- d. Amphetamines; and
- e. Phencyclidine (PCP).

2. **Inclusion Of Other Drugs**

Before including any additional drugs (or classes of drugs) listed in Schedule I or II of the Controlled Substance Act in its testing program, the County will petition County Council for written approval. When conducting reasonable suspicion testing, follow-up testing, or post-accident testing, the County may test for any drug identified in Schedule I or II of the Controlled Substance Act.

XI. **DISCIPLINARY ACTION**

A. **General**

- 1. This chapter sets forth the appropriate disciplinary procedures and actions that County officials will follow in administering the County's drug program.
- 2. A determination by the County to discharge an employee on the basis of illegal drug use is warranted since such illegal drug use is inconsistent with the mission of the County.
- 3. Prior to initiating any disciplinary action against any employee, supervisors and/or other County officials shall secure guidance from the Personnel Department which may, in turn, contact appropriate legal counsel.

B. **Actions Based Upon On-Duty Or On-County Property Use, Sale, Manufacture, Possession, Distribution, Or Dispensation Of Illegal Drugs And Drug Trafficking**

- 1. Upon learning that an employee has used, sold, purchased, possessed, manufactured, distributed, dispensed, or engaged in trafficking of illegal drugs on duty or on County property, the supervisor shall be responsible for documenting all relevant details to support the disciplinary action taken against such an employee based on that use.

2. The supervisor shall initiate action to discharge the employee.
3. Given the nature of the offense, no opportunity for counseling or rehabilitation will be offered.

C. Actions Based On Failure To Comply With Procedures During Collection

1. Failure Of Employee To Report To Designated Collection Site

- a. Upon notification that an employee has failed to appear for a scheduled urine specimen collection, the supervisor shall discuss with the employee the reason(s) for failing to appear. If the employee provides a legitimate reason for failing to report, no disciplinary action may be taken.
- b. If an employee in a sensitive position does not provide a legitimate reason for failing to report, the supervisor shall document the failure in writing and initiate action to discharge the employee.
- c. If an employee in a nonsensitive position does not provide a legitimate reason for failing to report, the supervisor shall document the failure in writing and initiate appropriate disciplinary action, up to and including discharge.
- d. Given the nature of this offense, there is no obligation to offer the employee an opportunity for counseling or rehabilitation.

2. Refusal Of Employee To Provide A Specimen At The Collection Site

- a. Upon notification that an employee has refused to provide a specimen at the collection site, the supervisor shall be responsible for documenting all relevant details to support any disciplinary action taken against an employee because of refusal to provide a specimen, including the employee's reason(s).
- b. The supervisor shall initiate action to discharge an employee in a sensitive position.
- c. The supervisor shall initiate appropriate disciplinary action against an employee in a nonsensitive position.
- d. Given the nature of the offense, there is no obligation to offer the employee an opportunity for counseling or rehabilitation.

3. **Tampering/Adulteration/Substitution Of Urine Samples By Employee**

- a. Upon notification that an employee has tampered with, adulterated, or substituted his/her sample, the supervisor shall be responsible for documenting all relevant details to support any disciplinary action taken against an employee because of tampering, adulteration, or substitution of a urine sample.
- b. The supervisor shall initiate action to discharge an employee in a sensitive position.
- c. The supervisor shall initiate appropriate disciplinary action against an employee in a nonsensitive position.
- d. Given the nature of the offense, there is no obligation to offer the employee an opportunity for counseling or rehabilitation.

D. **Actions Based On Verified Positive Urinalysis Findings**

Upon receipt of a first verified positive urinalysis finding that an employee uses illegal drugs or a first determination that an employee uses illegal drugs, the employee may be terminated from his/her position.

XII. **REHABILITATION**

A. **Self-Referral**

An employee who voluntarily identifies himself or herself as a drug user prior to being identified through other means will not be disciplined if he/she meets all of the following criteria:

1. Obtains counseling and completes rehabilitation.
2. In the case of an employee in a sensitive position, agrees to follow-up testing for a one-year period after return to safety or security duties or completion of the rehabilitation program, whichever is later; in the case of an employee in a nonsensitive position, agrees to follow-up testing for a one-year period after completion of the rehabilitation program.
3. Thereafter refrains from using illegal drugs.

B. Reassignment To Other Duties

An employee in a sensitive position who voluntarily identifies himself or herself as a drug user prior to being identified through other means will be assigned nonsafety-related or nonsecurity-related duties. The employee may be removed from service if there are no nonsensitive positions to which the employee may be transferred. An employee assigned to nonsafety-related or nonsecurity-related duties may be returned to safety-related or security-related duties when an appropriate County official determines such action would not pose a danger to public health or safety.

XIII. CONFIDENTIALITY

A. Policy

County employees and the drug testing laboratory involved in any aspect of the County drug program shall maintain strict standards of confidentiality in carrying out their responsibilities. This includes:

1. Maintaining maximum respect for individual privacy consistent with safety and security issues;
2. The handling of test results; and
3. All contacts with medical and health personnel, EAP counselors, etc.

B. Procedures To Protect Confidentiality

The following procedures to protect the confidentiality of negative and confirmed positive test results and related medical and rehabilitation records shall be observed.

1. Test Results

The results of a drug test of a County employee shall not be disclosed without the prior written consent of such employee unless the disclosure would be:

- a. To the employee's MRO;
- b. To the administrator of any facility or program in which the employee is receiving counseling or treatment or is otherwise participating;

- c. To the supervisory or appropriate County official having authority to take adverse personnel action against such employee: or
- d. Pursuant to an order of a court of competent jurisdiction where required by the United States to defend an adverse personnel action.

2. **Employee Treatment Records**

Records of the identity, diagnosis, prognosis, or treatment of any employee who enters a rehabilitation program which are maintained in connection with this program are patient records that must be kept confidential and shall be disclosed only by consent of the patient or as otherwise permitted by law.

- a. Drug abuse treatment records may be disclosed without the consent of the employee only:
 - (1) To medical personnel to the extent necessary to meet a genuine medical emergency;
 - (2) To qualified personnel for conducting scientific research, management audits, financial audits, or program evaluation, but such personnel may not identify any individual employee in any report of such research, audit, or evaluation, or otherwise disclose employee identities in any manner;
 - (3) When authorized by an appropriate court order granted after application showing good cause.
- b. Medical and health personnel or counselors shall report to the County when an employee refuses to participate in or cooperate with any prescribed treatment or counseling or fails to satisfactorily complete such treatment.
- c. Any other disclosures may be made only with the written consent of the employee. Any disclosure without such consent is strictly prohibited. Such consensual disclosure may be made for verification of treatment or a general evaluation of treatment progress.

XIV. INVESTIGATION

A. Searches

1. To ensure that drugs and alcohol do not enter or affect the workplace, the County reserves the right to search an employee's workplace including an employee's office, desk, or file cabinets.
2. Searches will be conducted only where the County has a reasonable suspicion that an employee has violated the County's substance abuse policy.

B. Refusal To Consent

Failure to consent to or cooperate with such a search will be grounds for discharge or denial of access to County premises.

C. Privacy

All searches under this policy will occur with the utmost discretion and consideration for the employee involved.

D. Prosecution

Because the primary concern is the safety of its employees and their working environment, the County will not normally prosecute in matters involving illegal substances. However, the County will turn over all confiscated drugs, alcohol, and other psychoactive substances to the proper authorities and, in some cases, may cooperate with law enforcement authorities in the prosecution of drug-related activity.

XV. ARREST OR CONVICTION FOR DRUG-RELATED CRIME

A. Investigation

If an employee is arrested for or convicted of a drug-related crime, the County will investigate all of the circumstances, and County officials may utilize the drug testing procedure if cause is established by the investigation to believe that an employee may be under the influence of illegal drugs. In most cases, an arrest for a drug-related crime constitutes cause under this policy. The following procedures will apply:

1. After investigation, an employee may be suspended without pay.

2. If convicted of a drug-related crime, an employee will be terminated.
3. If an employee has been suspended and the case has been dismissed or otherwise disposed of, the County will make a determination as to whether to authorize the employee's return to work based on its own investigation. If an employee in a sensitive position is authorized to return to work, the employee must agree in writing to unannounced periodic testing for a period of one year.
4. Because of the seriousness of such situations, the County reserves the right to alter or change its policy or decisions on a given situation depending upon its investigation and the totality of the circumstances.

B. Reporting of Conviction

As a condition of employment, an employee shall notify his/her supervisor, department head, or the County's Personnel Director of any criminal drug statute conviction for a violation that occurred on County premises. The employee must give notice to the County within five days of such conviction.

XVI. CONCLUSION

The County's substance abuse policy has been prepared so as not to conflict with public policy and, further, not to be discriminatory or abusive. A drug-free workplace should be the goal of every employer in America. Drug and alcohol testing is only one of the several steps that must be taken to achieve this objective. When incorporated into a comprehensive anti-drug effort, testing can go a long way in combating drug and alcohol abuse in the workplace.

THIS POLICY SUPERSEDES ANY INFORMATION PROVIDED TO APPLICANTS AND/OR EMPLOYEES, EITHER WRITTEN OR ORAL.

REVISED: _____

THE OCONEE COUNTY COUNCIL DEEPLY APPRECIATES THE WORK OF THE SEVENTEEN FIRE DEPARTMENTS THROUGHOUT THE COUNTY. WE ESPECIALLY RECOGNIZE THAT MANY VOLUNTEERS WHO DONATE MUCH TIME, EFFORT, AND MONEY FOR THE PROTECTION OF THE CITIZENS ACROSS THE COUNTY, AS WELL AS GREATLY REDUCING FIRE INSURANCE RATES. THE VARIOUS FIRE CHIEFS HAVE TIRELESSLY WORKED TO IMPROVE THE EFFICIENCY OF THEIR DEPARTMENTS, BUT AT THE SAME TIME, THEY ARE VITALLY CONCERNED ABOUT THE SAFETY OF THE FIRE PERSONNEL. WE ACKNOWLEDGE AND ENCOURAGE THESE DEDICATED EFFORTS.

THE COUNTY ALSO APPRECIATES THE EFFORTS OF THE OCONEE FIRE COMMISSION WHO, WORKING WITH THE FIRE MARSHAL, COORDINATE THE WORK OF THE FIRE DEPARTMENTS THROUGHOUT THE COUNTY. WE ENTHUSIASTICALLY SUPPORT THE FIRE COMMISSION AND ITS EFFORTS TO MAKE DECISIONS AND RECOMMENDATIONS THAT ARE FAIR AND IN THE BEST INTEREST OF THE CITIZENS OF OCONEE COUNTY. WE CHALLENGE BOTH THE FIRE COMMISSION AND THE FIRE CHIEFS TO RECOGNIZE THE NEED TO WORK TOGETHER TO ATTAIN THE NECESSARY PROGRESS FOR ALL CONCERNED.

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

The Asheville Fire + Safety Co. Inc.

Submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for refurbished Scott 2.2 air packs for the Rural Fire Department .

20 - Refurbished Scott 2.2 Air Packs \$ 900.00 /ea \$ 18,000.00
S. C. Sales Tax (5%) 900.00
TOTAL Bid Price \$ 18,900.00

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

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

Addendum Number	Date
_____	_____
_____	_____

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

Completion/Delivery Date ARO: 30 days

Bidding Organization: Asheville Fire + Safety Co. Inc.

Mailing Address: P.O. Box 2626 Asheville NC 28802

Signature of Bidder's Representative: [Signature]

Print Name of Bidder's Representative: Robert R. Rhinchar

Title: Sales Manager Date: 9/21/99

Telephone: 828 253 1197 Fax: 828 251 9060

BIDDER			Zorn		Matrix Const. Co.		Norungolo-Davis, Inc.	
	Unit	Quant.	Unit Price	Total	Unit Price	Total	Unit Price	Total
1. Site Grading, Excavation & Compaction	LS	1	38,580.00	38,500.00	34,444.00	34,444.00	30,000.00	30,000.00
2. Retaining Wall	LF	230	244.00	56,177.00	407.64	93,757.00	375.00	86,250.00
3. Concrete Slabs	SY	630	48.00	30,000.00	56.83	35,805.00	36.00	22,680.00
4. Sediment & Erosion Control Measures	LS	1	3,000.00	3,000.00	9,226.00	9,226.00	22,520.00	22,520.00
5. Install Utilities (water, septic tank, electrical)	LS	1	22,500.00	22,500.00	14,270.00	14,270.00	25,000.00	25,000.00
6. Fencing and Gates	LF	2145	10.00	12,800.00	12.20	15,192.00	12.50	15,563.00
7. Railing, Gates and Ladder	LF	1	20,000.00	20,000.00	13,856.00	13,856.00	24,000.00	24,000.00
8. 18" RCP Culvert	LF	130	18.00	2,300.00	24.60	3,198.00	35.00	4,550.00
9. Catch Basin with Grate Inlet	LS	1	1,500.00	1,500.00	1,476.00	1,476.00	1,600.00	1,600.00
10. Rock Excavation	SY	0	200.00	-----	150.00	-----	-----	-----
11. Remove and Haul Unsuitable Material	CY	0	6.00	-----	5.00	-----	-----	-----
12. Haul, Place and Compact Suitable Fill Material	CY	0	11.00	-----	10.00	-----	-----	-----
13. Mulch & Grass (added by Zorn)	LS	1		6,000.00				
Total				\$192,777.00		\$221,224.00		\$232,163.00
Alternate: Provide Attendant Building Per Specifications	LS	1	12,377.00	12,377.00	14,339.00	14,339.00	14,000.00	14,000.00
GRAND TOTAL				\$205,154.00		\$235,563.00		\$246,163.00
Addendum #1				Yes		Yes		Yes
Bid Bond				Included		Included		Included
Attended Bid Opening:	Jamie Buchanan, Matrix; Dick Mangrum, Benji Collins, Zorn; Marianne Dillard, Ann Albertson							

BID # 99-08

LONG CREEK MANNED CONVENIENCE CENTER

FOR

OCONEE COUNTY, SOUTH CAROLINA

Bid of Zom Co., Inc.

hereinafter called CONTRACTOR, organized and existing under the laws of the State of South Carolina doing business as Corporation ^[*],¹ to Oconee County, S.C. (hereinafter called "OWNER"). These bids are due back to Oconee County Purchasing Department, office complex at 415 S. Pine Street in Walhalla, SC at 2:00 p.m., on Tuesday, September 14, 1999. Mailed bids can be mailed to 415 S. Pine Street, Room 107 Walhalla, SC 29691.

In compliance with the contract documents, CONTRACTOR hereby proposes to perform all WORK for the construction of the Long Creek Manned Convenience Center project as shown on plans and Specifications dated June 1999, by Goldie & Associates in strict accordance with the CONTRACT DOCUMENTS, within the 90 days of the Notice to Proceed, and at the prices stated below.

By submission of this bid, each CONTRACTOR certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any

¹Insert "a corporation", "a partnership", or "an individual" as applicable.

matter relating to this proposal with any other contractor or any competitor.

CONTRACTOR hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete project as defined in the Information for Bidders.

CONTRACTOR acknowledges receipt of the following ADDENDA:

- No. ONE dated 9/9/99, 1998.
- No. _____ dated _____, 1998.
- No. _____ dated _____, 1998.

CONTRACTOR agrees to perform all of the work described in the contract documents with the following exceptions: _____

Bid worksheet is itemized below.

Units: LS = Lump Sum, LF = Linear Feet, CY = Cubic Yard,
EA = Each, SY = Square Yard, AC = Acre

Notes: 1) Quantities given are estimates only.
2) Lump sum BID shall include sales tax and all other applicable taxes and fees.

LUMP SUM BID, in words and figures (One Hundred Ninety Two Thousand
Seven Hundred Seventy Seven
Dollars and cents) = (\$ 192,777.00
)

If a discrepancy occurs between the words and figures, then the words will be used as the CONTRACTOR's bid amount.

Oconee County intends to award this project on a lump sum basis. If material quantities are significantly increased or reduced during this contract, unit price quantities indicated above will be utilized for any change orders which may be developed.

The CONTRACTOR should verify quantities indicated in the bid worksheet schedule as outlined in the information for bidders.

The County intends to award this contract to a responsible, responsive and capable bidder (as deemed by the OWNER and ENGINEER and as defined in the General Conditions) based on price and proposed schedule. Please include with your bid the following items. Incomplete submission of these materials may disqualify a bid for consideration.

- * Sub-contractor's list with percentage of project awarded to same.
- * References including names, addresses, phone numbers and project description for projects presently in progress or completed within the last 3 years along with total contract amount.

Grading Black's Grading, Easley, SC

Plumbing Barnett Plumbing, Anderson, SC

Electrical Clements Electrical, Seneca, SC

Fence Bagwell Fence, Spartanburg, SC

**Bid
for
Long Creek Manned Convenience Center**

Unit No. Item	Unit	Quantity	Unit Price	Total Price
1. Site Grading, Excavation & Compaction	LS	1	38,580	38,500
2. Retaining Wall	LF	230	244	56,177
3. Concrete Slabs	SY	630	48	30,000
4. Sediment & Erosion Control Measures	LS	1	3,000	3,000
6. Install Utilities (water, septic tank, electrical)	LS	1	22,500	22,500
8. Fencing & Gates	LF	1245	10	12,800
7. Railings, gates & ladder	LS	1	20,000	20,000
8. 18" RCP Culvert	LF	130	18	2,300
9. Catch Basin with Grate Inlet	LS	1	1,500	1,500
10. Rock Excavation	CY	0	200	
11. Remove and Haul Unsuitable Material	CY	0	6.00	
12. Haul, Place, and Compact Suitable Fill Material	CY	0	11.00	
13. Mulch & Grass	LS	1		6,000
Total:				192,777
<u>Alternate</u>				
a1. Provide Attendant Building per Specifications	LS	1	12,377	12,377

BID #99-08

LONG CREEK MANNED CONVENIENCE CENTER

FOR

OCONEE COUNTY , SOUTH CAROLINA

Respectfully Submitted:

Gregory L. Harding

Zom Co., Inc.

Name

Firm



10261 Clemson Blvd.

Signature

Street Address

Vice President

Seneca, SC 29678

Title

City, State, Zip

9/14/99

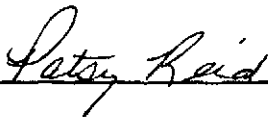
G-11727 B-51967

Date

Bidder/Cont. License No.

{ Seal - if BID is by a corporation }

Attest



BID # 99-08
LONG CREEK MANNED CONVENIENCE CENTER
FOR
OCONEE COUNTY, SOUTH CAROLINA

Bid of Matrix Construction Company, Inc.

hereinafter called CONTRACTOR, organized and existing under the laws of the State of South Carolina doing business as A Corporation [*],¹ to Oconee County, S.C. (hereinafter called "OWNER"). These bids are due back to Oconee County Purchasing Department, office complex at 415 S. Pine Street in Walhalla, SC at 2:00 p.m., on Tuesday, September 14, 1999. Mailed bids can be mailed to 415 S. Pine Street, Room 107 Walhalla, SC 29691.

In compliance with the contract documents, CONTRACTOR hereby proposes to perform all WORK for the construction of the Long Creek Manned Convenience Center project as shown on plans and Specifications dated June 1999, by Goldie & Associates in strict accordance with the CONTRACT DOCUMENTS, within the 90 days of the Notice to Proceed, and at the prices stated below.

By submission of this bid, each CONTRACTOR certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any

¹*Insert "a corporation", "a partnership", or "an individual" as applicable.

matter relating to this proposal with any other contractor or any competitor.

CONTRACTOR hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete project as defined in the Information for Bidders.

CONTRACTOR acknowledges receipt of the following ADDENDA:

- No. 1 dated 09/09/99, ~~XXXX~~.1999
- No. _____ dated _____, 1998.
- No. _____ dated _____, 1998.

CONTRACTOR agrees to perform all of the work described in the contract documents with the following exceptions: _____

Bid worksheet is itemized below.

**Bid
for
Long Creek Manned Convenience Center**

Unit No. Item	Unit	Quantity	Unit Price	Total Price
1. Site Grading, Excavation & Compaction	LS	1	<u>\$ 34,444.00</u>	<u>\$ 34,444.00</u>
2. Retaining Wall	LF	230	<u>\$ 407.64</u>	<u>\$ 93,757.00</u>
3. Concrete Slabs	SY	630	<u>\$ 56.83</u>	<u>\$ 35,805.00</u>
4. Sediment & Erosion Control Measures	LS	1	<u>\$ 9,226.00</u>	<u>\$ 9,226.00</u>
5. Install Utilities (water, septic tank, electrical)	LS	1	<u>\$ 14,270.00</u>	<u>\$ 14,270.00</u>
6. Fencing & Gates	LF	1245	<u>\$ 12.20</u>	<u>\$ 15,192.00</u>
7. Railings, gates & ladder	LS	1	<u>\$ 13,856.00</u>	<u>\$ 13,856.00</u>
8. 18" RCP Culvert	LF	130	<u>\$ 24.60</u>	<u>\$ 3,198.00</u>
9. Catch Basin with Grate Inlet	LS	1	<u>\$ 1,476.00</u>	<u>\$ 1,476.00</u>
10. Rock Excavation	CY	0	<u>\$ 150.00</u>	<u>\$ -</u>
11. Remove and Haul Unsuitable Material	CY	0	<u>\$ 5.00</u>	<u>\$ -</u>
12. Haul, Place, and Compact Suitable Fill Material	CY	0	<u>\$ 10.00</u>	<u>\$ -</u>

Total: \$221,224.00

Alternate

a1. Provide Attendant Building per Specifications	LS	1	<u>\$ 14,339.00</u>	<u>\$ 14,339.00</u>
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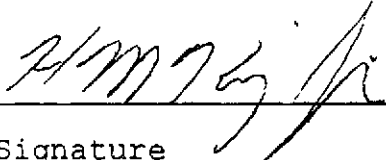
BID #99-08

LONG CREEK MANNED CONVENIENCE CENTER

FOR

OCONEE COUNTY , SOUTH CAROLINA

Respectfully Submitted:

<u>H.M. King, Jr.</u>	<u>Matrix Construction Co., Inc.</u>
Name	Firm
<u></u>	<u>1201 Crestview Road</u>
Signature	Street Address
<u>President</u>	<u>Anderson, SC 29622</u>
Title	City, State, Zip
<u>September 14, 1999</u>	<u>95725</u>
Date	Bidder/Cont. License No.

(Seal -- if BID is by a corporation)

Attest Brenda B. Lordevin

BID # 99-08

LONG CREEK MANNED CONVENIENCE CENTER

FOR

OCONEE COUNTY, SOUTH CAROLINA

Bid of Norungolo-Davis, Inc.

hereinafter called CONTRACTOR, organized and existing under the laws of the State of South Carolina doing business as a Corporation [*],¹ to Oconee County, S.C.

(hereinafter called "OWNER"). These bids are due back to Oconee County Purchasing Department, office complex at 415 S. Pine Street in Walhalla, SC at 2:00 p.m., on Tuesday, September 14, 1999. Mailed bids can be mailed to 415 S. Pine Street, Room 107 Walhalla, SC 29691.

In compliance with the contract documents, CONTRACTOR hereby proposes to perform all WORK for the construction of the Long Creek Manned Convenience Center project as shown on plans and Specifications dated June 1999, by Goldie & Associates in strict accordance with the CONTRACT DOCUMENTS, within the 90 days of the Notice to Proceed, and at the prices stated below.

By submission of this bid, each CONTRACTOR certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any

¹*Insert "a corporation", "a partnership", or "an individual" as applicable.

matter relating to this proposal with any other contractor or any competitor.

CONTRACTOR hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete project as defined in the Information for Bidders.

CONTRACTOR acknowledges receipt of the following ADDENDA:

No. One dated September 9, 199~~8~~⁹
No. _____ dated _____, 1998.
No. _____ dated _____, 1998.

CONTRACTOR agrees to perform all of the work described in the contract documents with the following exceptions: _____

1. Reference Alternate #1 Prefab building. If allowed to provide stick built structure on 4" 3000 psi slab on grade, utilizing wall form work lumber for framing you may deduct the sum of -\$2,500 from alternate #1 quotation. Slab on grade will be treated for termites prior to placing and finishing slab. Roof pitch will be increased to 4:12 to meet code minimum for shingles. All electrical work to be provided with Romex wiring (no conduit). No vinyl underskirt required and steps are eliminated. A better value for the County.

Bid worksheet is itemized below.

**Bld
for
Long Creek Manned Convenience Center**

Unit No. Item	Unit	Quantity	Unit Price	Total Price
1. Site Grading, Excavation & Compaction	LS	1	<u>\$30,000</u>	<u>\$30,000</u>
2. Retaining Wall	LF	230	<u>375</u>	<u>86,250</u>
3. Concrete Slabs	SY	630	<u>36</u>	<u>22,680</u>
4. Sediment & Erosion Control Measures	LS	1	<u>22,520</u>	<u>22,520</u>
5. Install Utilities (water, septic tank, electrical)	LS	1	<u>25,000</u>	<u>25,000</u>
6. Fencing & Gates	LF	1245	<u>12.50</u>	<u>15,563</u>
7. Railings, gates & ladder	LS	1	<u>24,000</u>	<u>24,000</u>
8. 18" RCP Culvert	LF	130	<u>35</u>	<u>4,550</u>
9. Catch Basin with Grate Inlet	LS	1	<u>1,600</u>	<u>1,600</u>
10. Rock Excavation	CY	0	<u>--</u>	<u>--</u>
11. Remove and Haul Unsuitable Material	CY	0	<u>--</u>	<u>--</u>
12. Haul, Place, and Compact Suitable Fill Material	CY	0	<u>--</u>	<u>--</u>

Total: \$232,163

Alternate

a1. Provide Attendant Building per Specifications	LS	1	<u>\$14,000</u>	<u>\$14,000</u>
---	----	---	-----------------	-----------------

Units: LS = Lump Sum, LF = Linear Feet, CY = Cubic Yard,
EA = Each, SY = Square Yard, AC = Acre

Notes: 1) Quantities given are estimates only.
2) Lump sum BID shall include sales tax and all other applicable taxes and fees.

LUMP SUM BID, in words and figures (_____
-----Two hundred thirty two thousand one hundred sixty three-----

Dollars and No cents) = (\$ 232,163)
_____)

If a discrepancy occurs between the words and figures, then the words will be used as the CONTRACTOR's bid amount.

Oconee County intends to award this project on a lump sum basis. If material quantities are significantly increased or reduced during this contract, unit price quantities indicated above will be utilized for any change orders which may be developed.

The CONTRACTOR should verify quantities indicated in the bid worksheet schedule as outlined in the information for bidders.

The County intends to award this contract to a responsible, responsive and capable bidder (as deemed by the OWNER and ENGINEER and as defined in the General Conditions) based on price and proposed schedule. Please include with your bid the following items. Incomplete submission of these materials may disqualify a bid for consideration.

- * Sub-contractor's list with percentage of project awarded to same.
- * References including names, addresses, phone numbers and project description for projects presently in progress or completed within the last 3 years along with total contract amount.

BID #99-08

LONG CREEK MANNED CONVENIENCE CENTER

FOR

OCONEE COUNTY , SOUTH CAROLINA

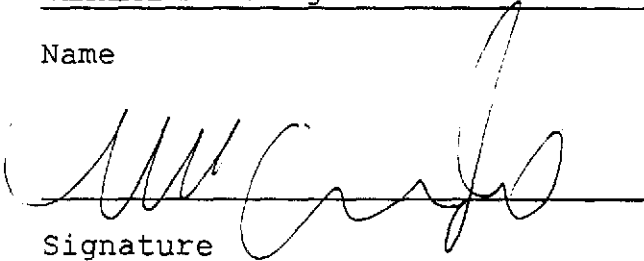
Respectfully Submitted:

Michael P. Norungolo

Name

Norungolo-Davis, Inc.

Firm



Signature

304 Cooper Road, Saluda Park, Suite B5

Street Address

President

Title

Piedmont, South Carolina 29673

City, State, Zip

September 14, 1999

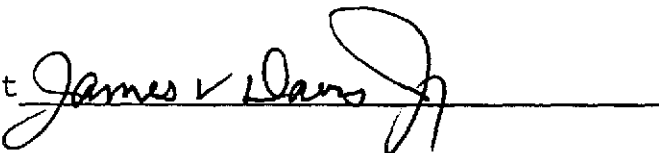
Date

Bidders Lic. #B-51080
Contractor's Lic. #G-10073

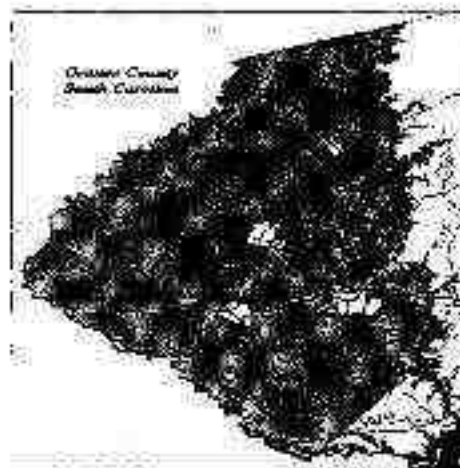
Bidder/Cont. License No.

(Seal - if BID is by a corporation)

Attest



Oconee County Engineering
"Designing a Better Tomorrow"



MEMORANDUM

To:

FROM: Jon

RE: Walkway between main building and annex

DATE: October 5, 1999

The originally planned enclosed walkway from the annex to the main building was relocated to the other end of the Phase 1 wing at the direction of County Council. A great deal of foot traffic has occurred from the main building to the annex in the originally designed connector.

In addition those entering Pine Street from the Main Entrance must travel all the way down the Phase 1 hall, enter the connecting corridor and then travel to the annex. A direct connection where the original connector was to be located is needed. The cost for this connector is:

1. Covered Walkway:
 - a. construction: \$40,000
 - b. Electrical: \$3,000
 - c. Contingency: \$2,500TOTAL: \$45,500
2. Enclosed Connector:
 - a. construction: \$62,000
 - b. Electrical: \$5,000
 - c. HVAC: \$5,000
 - d. Contingency: \$3,500TOTAL: \$75,500



September 23, 1999

Oconee County Eng. Department
Mr. Jon Camie

RE: Oconee Office Complex (Covered Walk)

Dear Jon,

Zorn Co., Inc. proposes to furnish labor & materials to construct open canopy per drawings S-5 by Brett, Peters & Associates dated 9/3/99 for the sum of \$38,681.00.

To enclose covered walk add \$21,736.00.

If you have any questions, please call.

Sincerely,

A handwritten signature in cursive script, appearing to read "Benjie M. Collins", is written over a horizontal line. Below the signature, the name "Benjie M. Collins" is printed in a standard sans-serif font.

Benjie M. Collins

BMC/pr

September 13, 1999

Bridge Crane for
Motor Pool

Bid No. 99-10
Walhalla, SC 29691

BIDDER	Engineered Systems, Inc.	Systems Specialties, Inc.	CMH Material Handling LLC			
Free-standing 5-ton bridge crane	2 speed 25,760.00	29,880.00	29,600.00			
(Price includes delivery)	650.00		plus freight			
Sales tax	1,057.00					
Installation			7,000.00 Did not use county bid form. Included their terms & conditions.			
Addendum #1						
Grand Total	\$27,467.00	\$29,880.00	\$36,600.00			
Attended Bid Opening:	Arthur C. Holbrooks, Marianne Dillard and Ann Albertson					

BID NO. 99-10

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

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

The ENGINEERED SYSTEMS, INC.

Submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for free-standing 5-ton bridge crane for the Vehicle Maintenance Facility .

BASE BID		\$ <u>25,760.00</u>
	S.C. SALES TAX	1,057.00
	ESTIMATED FREIGHT	650.00

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

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

Addendum Number	Date
<u>1</u>	<u>09/01/99</u>
<u> </u>	<u> </u>

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

Completion/Delivery Date ARO: 6 TO 8 WEEKS

Bidding Organization: ENGINEERED SYSTEMS, INC.

Mailing Address: 125 SUNBELT COURT, GREER, SC 29650

Signature of Bidder's Representative: 

Print Name of Bidder's Representative: LANS WILSON

Title: ENGINEERING/SALES Date: SEPTEMBER 3, 1999

Telephone: 1-800-879-7438 Fax: 1-864-848-3143

BID SUPPLEMENTAL FORM

OCONEE COUNTY PURCHASING DEPARTMENT

415 S. PINE STREET, ROOM 107

WALHALLA, SOUTH CAROLINA 29691

DATE: SEPTEMBER 3, 1999 BID NO 99-10

The ENGINEERED SYSTEMS, INC. takes the following exceptions:
(Bidder)

1. BASED ON THE APPLICATION OF THIS CRANE FOR THE OCONEE COUNTY MOTOR POOL, WE HAVE CHANGED THE CONTROLS AND SPEEDS OF THE HOIST AND TROLLEY. WE HAVE QUOTED A TWO SPEED HOIST AT 15/5 FPM AND A TWO SPEED TROLLEY AT 35/12 FPM. THIS CHANGE SHOULD NOT AFFECT OUR PRICE IN COMPARISON TO OUR COMPETITION'S PRICES.

WE RECOMMEND THIS CHANGE BASED ON TWO TRIPS TO THE OCONEE COUNTY MOTOR POOL TO MEET WITH RONNIE SMITH. THE HOIST AND TROLLEY SPEEDS SPECIFIED ARE TOO FAST FOR THIS CRANE SPAN IN YOUR APPLICATION. WE CONSIDER THIS BOTH A PERFORMANCE AND A SAFETY ISSUE. WE HOPE THAT OUR EFFORTS IN HELPING MR. SMITH DETERMINE THE ORIGINAL SPECIFICATIONS FOR THIS CRANE WILL BE TAKEN INTO CONSIDERATION DURING THE AWARING OF THIS PROJECT. THANK YOU FOR THIS OPPORTUNITY.

SIGNATURE: 

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

The _____
Submits herewith our Bid in response to bid request number shown above, and in compliance with
the description(s) and/or specification(s) attached hereto for free-standing 5-ton bridge crane for
the Vehicle Maintenance Facility .

BASE BID \$ 29,880.00

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

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

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

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

Completion/Delivery Date ARO: 4 to 6 weeks

Bidding Organization: Systems Specialties Inc.

Mailing Address: 2312 Liberty Hr Six Mile, S.C.

Signature of Bidder's Representative: Franky Simpson

Print Name of Bidder's Representative: Franky Simpson

Title: President Date: 9/13/99

Telephone: 864-868-3457 Fax: 864-868-3457

BID SUPPLEMENTAL FORM

OCONEE COUNTY PURCHASING DEPARTMENT

415 S. PINE STREET, ROOM 107

WALHALLA, SOUTH CAROLINA 29691

DATE: 9/13/99 BID NO 99-10

The Systems Specialties, Inc. takes the following exceptions:
(Bidder)

- NONE -

SIGNATURE: Franky B. [Signature]



PROPOSAL

September 9, 1999

Ms.Marianne Dillard
Oconee County Vehicle Maintenance
15026 Wells Highway
Seneca, SC 29678

Fax (864) 888-1450
Phone (864) 888-1448

Proposal # 99-1570 MS
Rev-1

CMH Material Handling, LLC (company) will furnish and install (if applicable) the equipment as follows:

1. Description of Equipment and Prices.

1 - P&H 5-ton capacity Underhung bridge crane, 23'-0" span. Dual motor driven at a single speed of 75 FPM max. Crane furnished with one P&H 5-ton capacity electric wire rope hoist with 20'-0" of lift at a single speed of 16 FPM. Motorized trolley to travel at a single speed of 45 FPM.

1- Free standing system to include the following:

- 6 - Columns
- 4 - Runway beams for 45'-0" of travel.
- 45'-0" - 3-Bar Electrification

Material.....	\$ 29,600.00
Installation.....	\$ 7,000.00

2. Terms of Payment.

Net 30 days

3. The Purchaser Will:

(a) pay freight charges unless otherwise negotiated



CMH Material Handling, LLC
 P O Box 246 • Mauldin, SC 29662-0246
 (864) 967-7661
 FAX - Sales (864) 963-1658 • FAX - Parts/Acctg. (864) 967-4733



- (b) receive, unload and store the equipment, deliver it to the erection site, check packing lists against all material received and notify Company of any shortage or breakage within ten days after receipt. Claims for storage or parts broken shall be filed by Purchaser directly with the carrier involved
- (c) furnish and install necessary wiring and disconnect switches between equipment conductors and powerlines
- (d) undertake any alterations to buildings, and the removal of interfering equipment, such as lights, pipes, ducts, etc., unless otherwise negotiated
- (e) supply adequate heat, light, electricity, compressed air and water, and any permits required for erection
- (f) furnish and install safety devices, and guards required by applicable law or local custom
- (g) lubricate all equipment and properly fill all gear cases in accordance with directions furnished by Company before putting equipment into operation

4. Terms and Conditions.

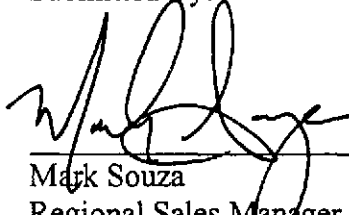
This proposal is explicitly subject to the attached terms and conditions.

5. Miscellaneous Notes:

- (a) no sales tax is included in quoted prices
- (b) freight is FOB shipping point
- (c) freight will be collect, unless otherwise negotiated
- (d) prices as quoted herein are valid for a period of thirty (30) days, after which time we reserve the right to review and revise, if necessary

We appreciate the opportunity to quote this project, and look forward to working with you. Please sign and return a copy to confirm your acceptance of this proposal.

Submitted By:



Mark Souza
Regional Sales Manager
CMH Material Handling, LLC

9/9/99
Date

Accepted By:

Ronnie Smith
Oconee County Vehicle Maintenance

Date

		IKON	KEARNS	KEARNS	KONICA	OFFICE PRO	PITNEY	PROF OFF	SOUTHERN
Feature	Clerk of Court	Cost	Cost Digital	Cost	Cost	Cost	Cost	Cost	Cost
Brand Model	Canon 6545	Canon 6545	Mita A14040	Mita DC3060	Konica 2330	Savin 9400D	PB C400	Canon C400D	anon C400D
Base Bid for Copier		\$ 7,272.00	\$ 7,193.00	\$ 3,470.00	\$ 3,598.00	\$ 5,534.00	\$ 3,605.00	\$ 4,900.00	\$ 3,630.00
copier stand (console)	X	incl	incl	\$ 127.00	incl	incl	\$ 645.00	incl	incl
copies per minute	40	45	40	30	30	40	40	40	40
annual volume	114,000								
copy quantity (1-999)	X	yes	yes	99	yes	yes	yes	yes	
continuous copy, auto reset to 1	X	yes	yes	yes	yes		yes		
maximum copy size	11" X 17"	yes	yes	yes	yes	yes	yes		
minimum copy size	8.5" X 11"	yes	yes	yes	yes	yes	yes		
# of paper trays	3	3	2-550 100 by-p?		yes	4	yes	2-500	4@\$791.00
capacity of paper trays		yes	2-550 1-100	?	500	1-1000 3-500	1-2700 2-550	3000 \$1295.	4-500
manual by-pass	X	yes	yes	yes	yes	yes	50	single	single
variable magnification 50-200%	50% - 200 Zoom	yes	yes	yes	yes	yes	yes	yes	yes
book copy	X	yes	yes	yes	yes	yes	yes		
photo copy	X	yes	yes	yes	yes	yes	yes		
auto original size detection	X	yes	yes	yes	yes	yes	yes		
auto paper selection	X	yes	yes	yes	yes	yes	yes		
auto magnification selection	X	yes	yes	yes	yes	yes	yes		
auto exposure	X	yes	yes	yes	yes	yes	yes		
auto reset back to 1	X	yes	yes	yes	yes	yes	yes		
Options									
automatic duplexing	X	yes	incl	\$545.00	yes	yes	\$ 511.00	incl	
reloading auto documenter feeder - 50 sheets	no	platen incl	incl	no	platen cover	no	platen incl	platen incl	
paper sorter	no	no	999 digital	no	no	no	no	no	
finisher for digital copier			no			no			
stapler	no	no	no	no	no	no	no	no	
hole punch	no	no	no	no	no	no	no	no	
copy mgt. acct. codes	X - debit card	card system	\$ 660.00	\$ 660.00	\$ 595.00	\$ 903.00	\$ 647.00	\$ 565.00	25
Subtotal		\$ 7,272.00	\$ 7,853.00	\$ 4,802.00	\$ 4,193.00	\$ 6,437.00	\$ 5,408.00	\$ 6,760.00	\$ 4,421.00
S. C. Sales Tax	\$ -	\$ 363.60	\$ 392.65	\$ 240.10	\$ 209.65	\$ 321.85	\$ 270.40	\$ 338.00	\$ 221.05
Total for Copier	\$ -	\$ 7,635.60	\$ 8,245.65	\$ 5,042.10	\$ 4,402.65	\$ 6,758.85	\$ 5,678.40	\$ 7,098.00	\$ 4,642.05
Cost of service agreement									
1st year		855.00	1,140.00	1,140.00	1,474.00	1,105.80	1,403.00	1,938.00	1,111.00
2nd year		889.20	1,140.00	1,140.00	1,474.00	1,219.80	1,403.00	1,938.00	1,482.00
3rd year		934.80	1,254.00	1,254.00	1,474.00	1,311.00	1,403.00	1,938.00	1,482.00
Grand Total to incl Service for 3 yrs		\$ 10,314.60	\$ 11,779.65	\$ 8,576.10	\$ 8,824.65	\$ 10,395.45	\$ 9,887.40	\$ 12,912.00	\$ 8,717.05
Warranty		90 days			90 days		none	90 days	90 days
Delivery ARO		7days	1-4 wks		10 days		30 days	5-7 days	9/30/99
				does not meet spec (CPM)	does not meet spec (CPM)	Hecon Touch Key \$1,345.00			does not meet spec debit card

		IKON	KEARNS	KEARNS	KONICA	OFFICE PRO	PITNEY	PROF OFF	SOUTHERN
Feature	Finance	Cost	Cost	Cost Digital	Cost	Cost Digital	Cost	Cost	Cost
Base Bid for Copier		Canon 6230 \$ 5,660.00	Mita DC 3060 \$ 3,470.00	Mita A13010 \$ 4,337.00	Konica 2330 \$ 4,317.00	Savin 9935 D \$ 6,018.00	FPB C360 \$ 3,188.00	Canon C330D \$ 4,000.00	Royal 2130 \$ 3,264.00
copier stand (console)	X	incl	\$ 127.00	\$ 115.00	incl	incl	\$ 363.00	incl	\$ 115.00
copies per minute	30	30	30	30	30	35	35	30	
annual volume	48,000								
copy quantity (1-999)	X	yes	99	yes	yes	yes	yes	1-100	
continuous copy, auto reset to 1	X	yes	yes	yes	yes	yes	yes		
maximum copy size	11" X 17"	yes	yes	yes	yes	yes	yes		
minimum copy size	5.5" X 8.5"	yes	yes	yes	yes	yes	yes		
# of paper trays	2	yes	yes		yes	2	yes	2-500	
capacity of paper trays	2-550	yes	yes		2-500	2-500	yes	2-500	
manual by-pass	X - 50	yes	yes	\$125.00	yes	yes	yes	1 @ 50	
variable magnification 50-200%	50% - 200 zoom	yes	yes	yes	yes	25-400	yes	49-200	
book copy	X	yes	yes	yes	yes	yes	yes		
photo copy	no	yes	yes	yes	no	yes	yes		
auto original size detection	X	yes	yes	yes	yes	yes	yes		
auto paper selection	X	yes	yes	yes	yes	yes	yes		
auto magnification selection	X	yes	yes	yes	yes	yes	yes		
auto exposure	X	yes	yes	yes	yes	yes	yes		
auto reset back to 1	X	yes	yes	yes	yes	yes	yes		
Options					yes				
automatic duplexing	X - 50	yes	\$ 545.00	\$ 634.00	yes	unlimited	\$ 463.00	incl	\$ 495.00
reloading auto documenter feeder - 50 sheets	X	yes	\$ 1,095.00	\$ 940.00	yes	yes	\$ 857.00	\$ 1,342.00	\$ 995.00
paper sorter	10 bin 30 sheet	yes	\$ 697.00	digital	\$ 768.00	unlimited	\$ 578.00	\$ 897.00	\$ 754.00
finisher for digital copier									
stapler	no	no	no		no	no	no	no	
hole punch	no	no	no		no	no	no	no	
copy mgt. acct. codes	no	no	yes 500		no	yes	inc.	no	
Subtotal		\$ 5,660.00	\$ 5,934.00	\$ 6,151.00	\$ 5,085.00	\$ 6,018.00	\$ 5,449.00	\$ 6,239.00	\$ 5,623.00
S. C. Sales Tax	\$ -	\$ 283.00	\$ 296.70	\$ 307.55	\$ 254.25	\$ 300.90	\$ 272.45	\$ 311.95	\$ 281.15
Total for Copier	\$ -	\$ 5,943.00	\$ 6,230.70	\$ 6,458.55	\$ 5,339.25	\$ 6,318.90	\$ 5,721.45	\$ 6,550.95	\$ 5,904.15
Cost of service agreement									
1st year		360.00	480.00	480.00	731.00	465.60	564.00	816.00	468.00
2nd year		374.40	480.00	480.00	731.00	513.60	564.00	816.00	624.00
3rd year		393.60	528.00	528.00	731.00	552.00	564.00	816.00	624.00
Grand Total to incl Service for 3 yrs	\$ -	\$ 7,071.00	\$ 7,718.70	\$ 7,946.55	\$ 7,532.25	\$ 7,850.10	\$ 7,413.45	\$ 8,998.95	\$ 7,620.15
Warranty		90 days	none		90 days		none	90 days	90 days
Delivery ARO		7 days	1-4 wks		10 days		30 days	5-7 days	9/30/99

		IKON	KEARNS	KONICA	OFFICE PRO	PITNEY	PROF OFF	SOUTHERN
Feature	Magistrate	Cost	Cost Digital	Cost	Cost	Cost	Cost	Cost
Brand Model		Canon 6551	Mita A14040	Konica 4345	Savin 9400D	PB C400	Canon C400D	Canon C400D
Base Bid for Copier		\$ 11,856.00	\$ 8,151.00	\$ 6,036.00	\$ 8,195.00	\$ 3,605.00	\$ 4,900.00	\$ 3,630.00
copier stand (console)	X	incl	incl	incl	incl	\$ 645.00	incl	
copies per minute	40	51	40	45	40	40	40	40
annual volume	48,000							
copy quantity (1-999)	X	yes	yes	yes	yes	yes	yes	
continuous copy, auto reset to 1	X	yes	yes	yes	yes	yes		
maximum copy size	11" X 17"	yes	yes	yes	yes	yes		
minimum copy size	5.5" X 8.5"	yes	yes	yes	yes	yes		
# of paper trays	3	4+1	yes	yes	4	yes	2-500	\$1,086.00
capacity of paper trays	1-3000, 2-550	2-1500 1-3500 2-550	yes	yes	1-1000 3-500	1-2700 2-550	3000-\$1295.	
manual by-pass	X - 50 sheet	yes	yes 100	yes	yes	50	single	sheet
variable magnification 50-200%	50% - 200 Zoom	yes	25-400	yes	yes	yes	yes	yes
book copy	no	no	yes	no	yes	yes		
photo copy	no	yes	yes	no	yes	yes		
auto original size detection	X	yes	yes	yes	yes	yes		
auto paper selection	X	yes	yes	yes	yes	yes		
auto magnification selection	X	yes	yes	yes	yes	yes		
auto exposure	X	yes	yes	yes	yes	yes		
auto reset back to 1	X	yes	yes	yes	yes	yes		
Options								
automatic duplexing	X	yes	incl	yes	yes	\$ 511.00	incl	
feeding auto documenter feeder - 50 sheets	X	yes	incl	yes	yes	\$ 949.00	\$ 1,475.00	\$1,182.00
paper sorter	20 bin	yes	999 sets	\$ 1,273.00	yes	\$ 1,534.00	\$ 2,450.00	\$2,233.00
finisher for digital copier			\$ 1,844.00					
stapler	X	yes	incl in finisher	\$ 896.00	yes	yes	incl	
hole punch	no	no	incl in finisher	no	no	3		
copy mgt. acct. codes	no	no	incl 1000 acct	no	no	yes		
Subtotal		\$ 11,856.00	\$ 9,995.00	\$ 8,205.00	\$ 8,195.00	\$ 7,244.00	\$ 10,120.00	\$ 8,131.00
S. C. Sales Tax	\$ -	\$ 592.80	\$ 499.75	\$ 410.25	\$ 409.75	\$ 362.20	\$ 506.00	\$ 406.55
Total for Copier	\$ -	\$ 12,448.80	\$ 10,494.75	\$ 8,615.25	\$ 8,604.75	\$ 7,606.20	\$ 10,626.00	\$ 8,537.55
Cost of service agreement								
1st year		360.00	480.00	731.00	465.60	852.00	816.00	468.00
2nd year		374.40	480.00	731.00	513.60	852.00	816.00	624.00
3rd year		393.60	528.00	731.00	552.00	852.00	816.00	624.00
Grand Total to incl Service for 3 yrs	\$ -	\$ 13,576.80	\$ 11,982.75	\$ 10,808.25	\$ 10,135.95	\$ 10,162.20	\$ 13,074.00	\$ 10,253.55
Warranty		90 days	none	90 days		none	90 days	90 days
Delivery ARO		7days	1-4 wks	10 days		30 days	5-7 days	9/30/99
					Paper tray too small			

		IKON	KEARNS	KONICA	OFFICE PRO	PITNEY	PROF OFF	SOUTHERN
Feature	Communi-cations	Cost	Cost Digital	Cost	Cost	Cost	Cost	Cost
Brand Model		Canon 6551	Mita AI4040	Konica 4345	Savin 2050	PCC400	Canon C400D	Canon C400D
Base Bid for Copier		\$ 11,856.00	\$ 8,151.00	\$ 6,036.00	\$ 9,685.00	\$ 3,605.00	\$ 4,900.00	\$ 3,630.00
copier stand (console)	X	incl	incl	incl	incl	\$ 645.00	incl	incl
copies per minute	40-50	51	40	45	50	40	40	40
annual volume	76000							
copy quantity (1-999)	X	yes	yes	yes	yes	yes	yes	
continuous copy, auto reset to 1	X	yes	yes	yes	yes	yes		
maximum copy size	11" X 17"	yes	yes	yes	yes	yes		
minimum copy size	5.5 X 8.5	yes	yes	yes	yes	yes		
# of paper trays	3	4+1	yes	yes	3	yes	2-500	\$ 1,086.00
capacity of paper trays	1-3000, 2-550	2-1500 1-3500 2-550	yes	yes	1-3100 2-550	1-2700 2-550	3000 \$1295.00	1-3000 2-500
manual by-pass	X - 100	yes	yes	yes	50	50	single	sheet
variable magnification 50-200%	50-200% Zoom	yes	yes	yes	yes	yes	yes	yes
book copy	X	yes	yes	yes	yes	yes		
photo copy	X	yes	yes	yes	yes	yes		
auto original size detection	X	yes	yes	yes	yes	yes		
auto paper selection	X	yes	yes	yes	yes	yes		
auto magnification selection	X	yes	yes	yes	yes	yes		
auto exposure	X	yes	yes	yes	yes	yes		
auto reset back to 1	X	yes	yes	yes	yes	yes		
Options								
automatic duplexing	X	yes	incl	yes	yes	\$ 511.00	incl	
reloading auto documenter feeder - 50 sheets	X	yes	incl	yes	yes	\$ 949.00	\$ 1,475.00	\$ 1,182.00
paper sorter	20	yes	999 sets	\$ 1,273.00	yes	\$ 1,534.00	\$ 2,450.00	\$ 2,233.00
finisher for digital copier			\$ 1,844.00					
stapler	X	yes	incl in finisher	\$ 896.00	yes	yes	incl	
hole punch	2 & 3	3 only	incl in finisher	no incl x tray	3 hole only	3 hole only	n/a	no
copy mgt. acct. codes	X	yes	incl 1000 acct	495	yes	yes	25 codes	25
Subtotal		\$ 11,856.00	\$ 9,995.00	\$ 8,700.00	\$ 9,685.00	\$ 7,244.00	\$ 10,120.00	\$ 8,131.00
S. C. Sales Tax	\$ -	\$ 592.80	\$ 499.75	\$ 435.00	\$ 484.25	\$ 362.20	\$ 506.00	\$ 406.55
Total for Copier	\$ -	\$ 12,448.80	\$ 10,494.75	\$ 9,135.00	\$ 10,169.25	\$ 7,606.20	\$ 10,626.00	\$ 8,537.55
Cost of service agreement								
1st year		570.00	760.00	1,042.60	737.20	1,032.00	1,292.00	741.00
2nd year		592.80	760.00	1,042.60	813.20	1,032.00	1,292.00	988.00
3rd year		623.20	836.00	1,042.60	874.00	1,032.00	1,292.00	988.00
Grand Total to incl Service for 3 yrs	\$ -	\$ 14,234.80	\$ 12,850.75	\$ 12,262.80	\$ 12,593.65	\$ 10,702.20	\$ 14,502.00	\$ 11,254.55
Warranty		90 days	none	90 days		none	90 days	90 days
Delivery ARO		7days	1-4 wks	10 days		30 days	5-7 days	9/30/99
Rebid - Prefer Digital								



CITY OF SENECA
P.O. Box 4773
221 East North First Street
Seneca, South Carolina 29679
(864) 885-2700

Council Members:

Vikki Allen
Warren Bright
Robert Holbrooks
Andy Inabinet
Carlton King
Bobby Laye
Ernest Riley

Mayor Daniel W. Alexander
Mayor Pro Tem Ronnie O'Kelley

September 15, 1999

Mr. Harrison E. Orr
Oconee County Supervisor
415 South Pine Street
Walhalla, SC 29691

Dear Mr. Orr,

At our regular scheduled Seneca City Council meeting on September 14, 1999, council voted to recommend that Mr. Ronald Knoerr be reappointed as a representative of Seneca on the Oconee County Sewer Commission for a 4-year term. Your consideration of this matter is greatly appreciated.

Should you have any questions or need additional information, please do not hesitate to call.

Sincerely,

Daniel W. Alexander

cc: Mr. Robert C. Winchester
Mr. Ronald Knoerr

**OCONEE COUNTY REGIONAL AIRPORT
WORK AUTHORIZATION FOR PROFESSIONAL SERVICES**

Work Authorization No.: 99-02 (Amendment)

Date: August 24, 1999

TBI Project No. 3401-9902A

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

Description of Work Authorization: Engineering Basic Services for the additional Design Phase for T-hangar taxiways including site preparation, grading, drainage, and paving for Phase 6 and 7 at the Oconee County Regional Airport. The T-hangar taxiway location shall generally west of the t-hangars in the corporate hangar area in the Hangar Development Analysis Report. If required, the Engineer shall obtain surveying and subsurface investigation services in accordance with Section II - Special Services of the Contract.

Estimated Time Schedule: The Design Phase shall be completed within eight (8) weeks of the date of written authorization and receipt of field data.

Cost of Services: The method of payment for additional Design Phase Services shall be lump sum in accordance with Section V of the Contract. The lump sum amount for the additional Design Phase shall be \$9,640.00 for the T-hangar taxiways. Surveying and subsurface investigation services for the design, shall be in accordance with Section II of the Contract.

Agreed as to scope of services, time schedule, and budget:

Approved for Oconee County

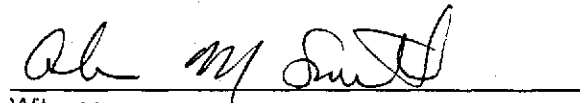


For Talbert & Bright, Inc.

Date: _____

Date: 8-24-99

Witness



Witness

Case Bill
 No. Group

Description	Prin	PM	E4	T3	S3
Design and Bidding Phase					
1. Develop Contract, Coordinate with Owner and State.	2	2	0	0	2
2. Coordination of Survey with Owner. Development of Topographic Mapping and Tiein to Existing Data.	2	4	16	4	2
3. Coordination of Hangar Slab and Taxiway Elevations and Interface.	1	2	4	0	2
4. Plans					
Title and Index Sheet	0	1	1	2	1
Project Layout and Safety Plan	1	1	0	2	0
Layout, Grading, and Drainage (3 sheets)	1	4	8	12	1
Details	1	1	6	4	0
Paving Elevations and Sections	1	4	6	6	1
Cross Sections	1	1	1	6	0
5. Specifications, Quantities, and Construction Cost Estimate.	1	4	4	0	2
6. Quality Control Review and Revisions.	1	1	2	2	1
7. Development and Coordination of Sedimentation and Erosion Control Permit.	1	4	8	4	1
Manhour Total	13	29	56	42	13

Labor Expenses

Classification	Billing Rate	Estimated Manhours	Estimated Cost
Principal	\$96.00	13	\$1,248.00
Project Manager	92.00	29	2,668.00
Engineer IV	60.00	56	3,360.00
Technician III	36.00	42	1,512.00
Secretary III	30.00	13	390.00
Subtotal Labor		153	\$9,178.00

Direct Expenses

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Travel	Trips	\$400.00	1	\$400.00
Telephone/Fax	L.S.			20.00
Postage/Express Mail	L.S.			20.00
Miscellaneous Supplies	L.S.			20.00
Subtotal Expenses				\$460.00

Total Design and Bidding Phase

\$9,638.00
USE \$9,640.00