

A G E N D A  
OCONEE COUNTY COUNCIL MEETING  
TUESDAY, July 10, 2001  
7:00 PM  
OCONEE COUNTY ADMINISTRATIVE OFFICES  
415 SOUTH PINE STREET  
WALHALLA, SC

1. Call to Order
2. Invocation
3. Approval of Minutes (6/19/01 / 6/12/01 & 6/26/01)
4. Public Hearing to Receive Written and/or Oral Comments Regarding Ordinance 2001-04, "AN ORDINANCE TO AMEND SECTION 4.4.13 OF ORDINANCE 99-14, OCONEE COUNTY PERFORMANCE STANDARDS ORDINANCE"
5. Consideration of Third & Final Reading of Ordinance 2001-04 (Titled Above)
6. Presentation of Oconee Advanced Leadership Program – Mr. Steve Sokol
7. Discussion Regarding Decision of Rural Fire Commission Concerning Delivery Delay of New Pumper Truck to Keowee Key Fire Department – Mr. Bobby Williams, Chief, Mr. Dewitt Mize, Rural Fire Marshal & Mr. Ed Goff, Chief, Keowee Key Fire Department
8. Consideration of Bids for Newry Utility Upgrade – Mr. Steve Goldie, Goldie & Associates & Ms. Marianne Dillard, Procurement Director
9. Consideration of Bids for Safety Shoes for County Employees – Mrs. Kay Olbon, Human Resources Director & Ms. Marianne Dillard, Procurement Director
10. Consideration of Bids for Refueler Truck (Jet A) for Airport – Mr. Robert Banks, Airport Director & Ms. Marianne Dillard, Procurement Director
11. Consideration of Acceptance of 2001 Regional Planning SC Community Development Block Grant in the Amount of \$50,000 – Mrs. Melissa Brown, Budget Grants Supervisor
12. Consideration of Approval of SC Department of Commerce Grant in the Total Amount of \$11,113,152 – Mr. Jim Alexander, Economic Development Director & Mr. Tom Hendricks, Planning Director
13. Second Reading of Ordinance 2001-05, "LOCAL ACCOMMODATIONS TAX ORDINANCE"

14. Approval of Resolution 2001-25, "A RESOLUTION HONORING MRS. JEAN PAYNE"
15. Approval of Resolution 2001-25, " A RESOLUTION HONORING MR. JOE TREADWAY"
16. Consideration of Approval of Mr. Bill McCollum to ATAX Committee – Mrs. Ann H. Hughes, County Supervisor.
17. Old Business
18. New Business
19. Public Comment Session (Not to exceed thirty minutes)
20. Adjourn

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

The Oconee County Purchasing, Contracting, Real Estate, Building & Grounds Committee will meet Monday, July 9, 2001 at 4:00 PM for the purpose of making a field trip to inspect the DAVCO Building.

The Oconee County Council & the Oconee County Planning Commission will meet in a work session Tuesday, July 10, 2001 at 5:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC.

There will be a Press Conference regarding the recent visit of the Rating Agencies to Oconee County and the rating Oconee County Received. The Press Conference will begin at 6:30 PM in Council Chambers.

## **MEMBERS, OCONEE COUNTY COUNCIL**

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

## **MINUTES, OCONEE COUNTY COUNCIL MEETING**

The Oconee County Council met Tuesday, June 19, 2001 at 3:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC with all Council Members present. Mr. Memminger Wiggins, Acting County Attorney was also present.

### **Press:**

Members of the press notified (by mail): Kerwee Courier, Westminster News, Anderson Independent, WGOG Radio, WPEK Radio & Daily Journal.

Members of the press present: Dick Mangrum – WGOG Radio, Amanda Rylander – Daily Journal & Dave Williams – Anderson Independent.

### **Call to Order:**

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

### **Invocation:**

Mr. Hamilton gave the invocation.

### **Minutes:**

Mr. Hall made a motion, seconded by Mr. Lyles, approved 5 – 0 that the minutes of the special meeting held June 12, 2001 be amended to reflect the motion to remove the Airport Commission Chairman from the Infrastructure Task Force was an attempt to reduce the size of the task forces and the June 19, 2001 minutes be amended to reflect the absence of Mr. Hall & Mr. Lyles.

Mr. Hamilton made a motion, seconded by Mr. Ables, approved 5 – 0 that the minutes of the June 12, 2001 meeting and the minutes of the June 19, 2001 meeting be adopted as amended and the minutes of the special meeting held June 26, 2001 be adopted as printed.

### **Public Hearing Regarding Ordinance 2001-04:**

The next item on the agenda was a public hearing to receive written and/or oral comments regarding Ordinance 2001-04, "AN ORDINANCE TO AMEND SECTION 4.4.13 OF ORDINANCE 99-14, OCONEE COUNTY PERFORMANCE STANDARDS ORDINANCE".

**Public Hearing Regarding Ordinance 2001-04 Continued:**

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

**Adoption of Ordinance 2001-04:**

Mr. Johns made a motion, seconded by Mr. Hall, approved 5 - 0 that Ordinance 2001-04, "AN ORDINANCE TO AMEND SECTION 4.4.13 OF ORDINANCE 99-14, OCONEE COUNTY PERFORMANCE STANDARDS ORDINANCE" be adopted on third and final reading.

**Oconee Advanced Leadership Program (Contingency):**

Mr. Steve Sokol presented the attached Oconee Advanced Leadership Program, designed to develop civic leaders, to Council. After a brief discussion in which Supervisor Hughes and Mr. Sokol stated they would be glad to be a part of this program, Mr. Hall made a motion, seconded by Mr. Hamilton, approved 5 - 0 that the program be adopted on a trial basis and \$1130 be taken from contingency to fund the program.

Mr. Hall asked the Supervisor to recommend nominees to serve on an AD HOC Committee regarding this program.

**Law Enforcement, Safety, Health, Welfare & Services Meet:**

Discussion regarding the decision of the Rural Fire Commission concerning delivery delay of a new pumper truck to the Keowee Key Fire Department was removed from the agenda and Mr. Johns, Chair, LEC Committee informed those present there would be a meeting of the Law Enforcement, Safety, Health, Welfare & Services Committee Thursday, July 12, 2001 at 6:00 PM in Council Chambers to discuss this matter.

**Newry Bids:**

Upon recommendation of Mr. Steve Goldie, Goldie & Associates, Mrs. Judy Romano, SC Appalachian Council of Governments & Ms. Marianne Dillard, Procurement Director, Mr. Hall made a motion, seconded by Mr. Hamilton, approved 5 - 0 that, contingent upon approval of the SC Department of Commerce, the bid for the water and sewer system in Newry be awarded to Kris Mechanical who was low bid \$1,326,135. (See attached bid sheet)

**Safety Shoe Bids for Employees:**

Upon recommendation of Mrs. Kay Olbon, Human Resources Director & Ms. Dillard, Mr. Hall made a motion, seconded by Mr. Johns, approved 5 - 0 that the bid for safety shoes for county employees be awarded to Iron Age Corporation who was low bid at \$17,000 for approximate quantities. (See attached bid sheet)

**Refueler Truck for Airport (Contingency):**

Upon recommendation of Mr. Robert Banks, Airport Manager & Ms. Dillard, Mr. Lyles made a motion, seconded by Mr. Johns that \$420 be taken from contingency to cover the shortfall in the budgeted amount and the bid for a refueler (Jet A) truck for the airport be awarded to Bosserman Aviation Ea. Inc. who was low bid at \$50,300.

However, after discussion in which some of the Council Members did not feel this was wise due to Bosserman Aviation bidding a 1995 F800 at a cost of \$52,000 and selling that truck and now offering a 1995 Ford F800 truck with 177,000 miles at a cost of \$50,300 in its place Mr. Lyles withdrew his motion and Mr. Johns withdrew his second. (See attached bid sheet)

Mr. Lyles then made a motion that the airport lease a truck for six months and continue to research bids for a truck. However, after further discussion this motion was also rescinded.

Mr. Lyles, then upon recommendation of Mr. Banks, made a motion, seconded by Mr. Ables, approved 5 - 0 that the bid be tabled and a recommendation be made by the Purchasing, Contracting, Real Estate, Building & Grounds Committee regarding the matter.

**Planning Grant:**

Upon recommendation of Mrs. Melissa Brown, Budget/Grants Supervisor, Mr. Ables made a motion, seconded by Mr. Hall, approved 5 - 0 that the attached 2000 Regional Planning Grant through the SC Community Development Block Grant Program in the amount of \$50,000 be adopted.

**SC Department of Commerce Grants:**

Upon recommendation of Mr. Tom Hendricks, Planning Director, Mr. Hamilton made a motion, seconded by Mr. Johns that the two attached SC Department of Commerce Grant Applications in the total amount of \$11,113,152 for sewer for an I-85 Industrial Park and a Richland Creek Gravity Sewer be adopted.

Mr. Ables made a motion, seconded by Mr. Hall, approved 5 - 0 that the motion be amended to make the I-85 project top priority.

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

**Resolutions 2001-25 & 2001-26:**

Mr. Johns made a motion, seconded by Mr. Lyles, approved 5 - 0 that Resolution 2001-25, "A RESOLUTION OF APPRECIATION TO MRS. JEAN PAYNE" & Resolution 2001-26, "A RESOLUTION OF APPRECIATION TO MR. JOE TREADWAY" be adopted on first and final reading.

**ATAX Committee Appointee:**

Upon recommendation of Supervisor Hughes, Mr. Hamilton made a motion, seconded by Mr. Johns, approved 5 - 0 that Mr. Bill McCollum be appointed to the ATAX Committee.

**Oconee County as Water Authority:**

To Mr. Hall's inquiry, Mrs. Hughes informed Council that Mr. Theodore Dubose's opinion is that Oconee County is within its legal rights to establish a water authority. Mr. Hall then asked Mrs. Hughes to secure the steps Oconee County needs to take to make this a reality.

**Task Force Appointees:**

Upon recommendation of the Soil & Water Conservation, Mr. Hall made a motion, seconded by Mr. Lyles, approved 5 - 0 that Mr. Alexander P. "Rex" Ramsay be appointed to the Planning Task Force for economic development.

Upon recommendation of the SC Appalachian Council of Governments, Mr. Ables made a motion, seconded by Mr. Hamilton, approved 5 - 0 that Steve Pelissier be appointed to the Economic Development Task Force for economic development.

Correspondence Regarding Electricity for Sewer Commission:

Mrs. Hughes asked Council to review the correspondence received regarding the proposed termination of Blue Ridge Electric service to the Oconee County Sewer Commission.

Task Force Appointee:

Mr. Hamilton made a motion, seconded by Mr. Hall, approved 5 – 0 that Mr. Buddy Herring's appointment to the Educational Task Force be confirmed.

City of Seneca Request:

Mrs. Hughes informed Council the request from the City of Seneca to place a water line through South Cove Park would not be acted on at the present time at the request of the city.

Task Force Appointee:

Mr. Hall made a motion, seconded by Mr. Ables, approved 5 – 0 that Mr. Robert Newmark's appointment to the Economic Development Task Force be confirmed.

COG Executive Committee:

Mr. Hall congratulated Mr. Lyles on his appointment to the SC Appalachian Council of Governments Executive Committee.

Commission Resignation:

Upon recommendation of Mr. Hamilton, Council accepted Mr. Greg Wales' resignation from the Parks & Recreation Commission.

Land for Rock Crusher:

Council unanimously adopted the recommendation of the Purchasing, Contracting, Real Estate, Building & Grounds Committee to purchase 1.02 acres of property for use at the Rock Crusher.

**Recommendations of the Roads & Transportation Committee:**

Council unanimously adopted the recommendations to the Roads & Transportation Committee as follows:

The County adopt the concept of accepting Scatterwood Subdivision and pave it in a timely manner contingent upon a motion written by the County Attorney.

Each of the Roads & Transportation Committee members look at Knox Camp Ground Road before the July 17, 2001 Council Meeting.

The attached change order to add Timberlake to Garret's contract be adopted.

**Bond Rating:**

Mrs. Hughes informed those present that the county had just gone through a credit review and received a very good rating which will save the county an estimated \$80,000 on the courthouse bonds.

**Public Comment Session:**

Mr. Bill Dennis addressed Council regarding his resubmitting his comments concerning the proposed Subdivision Regulations Ordinance to the Planning Commission.

Mr. B. J. Littleton addressed Council regarding the asset of Pine Street to the county; the Advanced Leadership Program; the possibility of the steel toed shoes hurting the employees feet; his disappointment over the vote for the truck for the Airport and the new scale house at Rock Crusher.

**Executive Session:**

Mr. Hall made a motion, seconded by Mr. Ables, approved 5 - 0 that Council go into executive session for the purpose of discussing a contractual matter.

**Open Session:**

When open session resumed, Mr. Hall made a motion, seconded by Mr. Lyles, approved 5 - 0 that \$500 be taken from land acquisition for earnest money on a tract of land near the Law Enforcement Center.



Minutes, Oconee County Council Meeting

July 10, 2001

Adjourn:

Adjourn: 9:00 PM

Respectfully Submitted:

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

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ORDINANCE 2001-04

"AN ORDINANCE TO AMEND SECTION 4.4.13 OF ORDINANCE 99-14, OCONEE COUNTY PERFORMANCE STANDARDS ORDINANCE."

WHEREAS, it is the desire of the Oconee County Council to amend Section 4.4.13 Minimum Setbacks to include the following:

- b). The nearest point of any structure meeting minimum standards for human occupation as set forth in applicable building codes adopted by Oconee County.

APPROVED & ADOPTED on third and final reading this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Ann H. Hughes  
Supervisor-Chair  
Oconee County Council

Attest:

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

## PROPOSAL

### Oconee Advanced Leadership Program

Situation: Oconee County has almost no large industry or corporate headquarters, which would employ the aggressive young personnel who provide the support for county government (e.g. members for county commissions) or who serve as the volunteers for community support organizations. The growth of Oconee County has come from the influx of retired executives taking advantage of the moderate climate and blue water lake. These well-educated and highly experienced executives provide a bountiful resource for the county if their knowledge can be *tapped*.

Proposed Action: This proposal presents a program designed to take a select group of retired executives and educate them in the needs and capabilities of the county. The program's long term goal is to motivate this group to get involved in the processes of the county.

The vehicle will be a leadership-training program, similar to the Leadership courses held in Anderson and Greenville. However, the program will be more specifically aimed at developing support for county government, and part of the program will be a class project that will benefit Oconee County.

Format: The program will start with twelve participants approved by County Council. [Council will be expected to participate in the selection process, but it will initially be an open process, not prorated by Councilor.] Requirements will be that the program participant be an Oconee County resident over fifty years old and either retired or semi-retired. An emphasis will be placed on obtaining a diversity of backgrounds and residential distribution around the county.

The program will be composed of nine sessions, one a month. Each session will start with lunch and a speaker on the subject for that day. Following lunch, there will be roughly three and half-hours of meetings with people related to the subject for the day. The session will end with a review of the day's session in terms of both quality and effectiveness. This feedback will allow continual improvement of the program.

A preliminary schedule has been developed and is attached as Appendix 2. This schedule will probably be changed slightly as the concept is reviewed. However, it serves as a vision of the intent of the course. All sessions will be directed towards gaining actual working knowledge from the person responsible for the function. The idea is to have the participants familiar with how the system works and not how people want it to work.

The monthly meeting will be at a county facility. The facilities to be used have not been determined yet, but any meeting room that would hold 15 people would be acceptable. If

necessary, the Council Chambers can be used, although that could create some scheduling problems.

Cost. In keeping with the concept of a "working course", the costs will be kept to a minimum. The major component of cost will be lunches provided for the participants at each session. This lunch will be catered in the meeting room provided for the course. There is also a direct cost for course certificates, which will be provided to each participant.

There will be other costs accrued to the county. These will include such items as postage and office supplies. There may be some indirect cost associated with meeting space, but this should be minimal as the group can use space primarily used for other meetings. There is no clerical support requirement anticipated from the initial course. All materials will be developed outside of county offices. However, future classes may require secretarial support. That can be determined in the final review of the first program. The indirect costs are assumed to be against the Supervisor's Office.

A cost summary is attached as Appendix 1.

As the course develops, support will be sought from outside sources, which may offset some of the cost. However, the initial expense is all expected to accrue against the county.

Process: We will need to move very quickly to implement this proposal for the 2001-02 year. The first step would be to appoint an *ad hoc* advisory committee of Council Members and/or County employees to refine this proposal and complete the details of the program. The committee should be small, probably four or five members, to be able to move rapidly. They would meet once a week for three weeks and once a month after that until the program starts.

The submission of candidates should start in about two weeks. For the initial program year, we will need to find some particular skill sets in the program participants to help refine the course curriculum during the year. (The program will be a *work in progress* during the initial year.) The *ad hoc* committee will define a preferred skill set and will work through Council to try to identify candidates. Public application will also be encouraged.

Pre-program materials will be developed. An informative "invitation-to-participate" letter will be prepared for the selected participants, and press-release materials will be generated. We will develop a campaign to build enthusiasm for the program.

The program will need to be promoted both to get support for the efforts of the course and to encourage participation. All forms of media will be asked to assist in promoting the program, and the cable providers will be asked to provide coverage of the process as a public service feature.

The next step will be to set specific dates for the sessions and gain commitments from the desired speakers/presenters. Reference materials will have to be obtained from the speakers/presenters. This will include brief job descriptions from involved County employees, position papers from chambers and municipalities, and similar documents from other participants. [Letters will be prepared to explain what is desired from participants.] Some materials for later sessions of the program may be not be completed prior to the program start.

In early August, the ad hoc committee will need to start selection of participants. The selection will be based on the requirements listed under "Format", plus the specific skill sets that are identified for the first group of participants. An invitation and basic course descriptions will be sent to selected candidates. This will be followed by a phone call to request a quick commitment to the program.

The selection of participants should be completed by the beginning of September, and a specific schedule for the course distributed. The names of the participants will be distributed to the media and formally presented to Council on the first Tuesday meeting.

Conclusion: Building a core of highly experienced and educated leaders for volunteer projects will provide Oconee County with a wonderful resource to support County government and local service organizations into the future. Exposing mature citizens to this program will generate excitement and enthusiasm in them and draw their friends into the midstream of Oconee County life. This program is a winning proposition for all at a minimal cost to the county.

Submitted by:  
Steve Sokol  
886-8700  
steve@falserv.com

Appendix 1

**Oconee Advanced Leadership Program  
Cost Summary**

<b>Item - detailed explanation</b>	<b>Direct Cost</b>	<b>Indirect Cost</b>
<b>Lunches</b> – figured at catering the lunch @ \$6.00/person with some additional lunches for speakers. Used \$100/meeting with 9 meetings.	\$900.00	
<b>Postage</b> – 15 letters/month for 9 months. Will mail through existing county budgets.		\$46.00
<b>Office Supplies</b> – Notebook for participants and some paper, stationary, envelopes. Costs are assumed to not accrue to the program, but there will be some for high-quality notebooks.		\$50.00
<b>Graduation Certificate</b> – 12 @ \$15 mounted certificates	\$180.00	
<b>Clerical Support</b> – During the trial year, no clerical support will be requested from the county. That effort will be contributed.		N/A
<b>Meeting Facilities</b> – Find a conference room somewhere in the county facilities that will seat 15. If nothing available, use the Council Chambers. No costs have been applied.		None
<b>Miscellaneous Expense</b> – Contingency for items that may have been overlooked.	\$50.00	
<b>Total Costs</b>	\$1130.00	\$96.00 +

## Appendix 2

# Oconee Advanced Leadership Program Curriculum

[Note: No commitments have been obtained from Speakers mentioned]

### September:

Schedule: 12:00 Lunch – Ann Hughes Welcomes Group

1:00 – Course overview and material distribution. *Other administrivia.*

2:00 – Information on County Councilors

2:30 – Meet with County Council and Council staff

3:00 – Attend Council meeting

Objective: Introduction to the course and explanation of the workings of Oconee County Council

### October:

Schedule: 12:00 Lunch – Ann Hughes: "Overview of the Organization of County Government"

1:00 – Meet with selected county directors

3:00 – Review of commissions and their charter

4:00 – Meet with County Treasurer

4:20 – Meet with County Sheriff

4:40 – Concluding review

Objective: Learn the organization of Oconee County government and meet the people in leadership roles. Gain understanding of the operations of the county

### November:

Schedule: 12:00 Lunch – Bill Chuisano: "Importance of the media in Government"

1:00 – Visit Seneca Daily Journal offices and meet Editors

2:30 – Visit WGOG and possibly do on-air interview about the program

3:15 – Visit Keowee Courier

4:00 – Meet with David Williams

4:20 – Meet with Terri Foster

4:40 – Concluding Review

Objective: Meet the key personnel of the media in the county and learn how to interact with them for maximum information and cooperation

### December:

Schedule: 12:00 Lunch – Marshall Parker: "Oconee County Politics"

1:15 – Visit Dan Alexander and Greg Dietrich

2:45 – Visit Vera Duke

3:45 – Visit Bill Whitmore

4:40 – Concluding Review

Objective: Learn about the municipal governing bodies in the County and get some feel for their directions. Learn about the interactions between County and municipalities  
[May need to work in the other two municipal mayors.]

### January:

Schedule: 12:00 Lunch – Speaker from a Chamber of Commerce outside of Oconee County

1:00 – Meet with Seneca Chamber of Commerce

1:40 – Meet with Seneca Downtown Merchants Association

2:20 – Meet with Westminster Chamber of Commerce

3:00 – Meet with Walhalla Chamber of Commerce

3:40 – Meet with leaders for Oktoberfest: "What Makes the Festival so Successful"

[January continued]

**Objective:** Learn about the programs currently in place to support commerce in the cities of Oconee County. Look at the anatomy of a very successful festival, raising significant funds and also boosting revenue for all the local merchants.

### **February:**

**Schedule:** 12:00 Lunch – Don Moss

- 1:00 – Review of the Parks Recreation and Tourism Department and its positioning for the county
- 1:30 – Meet with Sgt. Larry Holbrooks: "Use of State Parks and Natural Resources"
- 2:00 – Meet with Geri McSwain: "Allocation of ATAX Funds"
- 2:30 – Meet with Friends of Lake Keowee Society (FOLKS) – their projects in Oconee
- 3:30 – Meet with Keep Oconee Beautiful Association (KOBA) – their projects in Oconee
- 4:15 – Meet with Lannar Bailes: "Use of Service Clubs on Projects"
- 4:40 – Concluding Review

**Objective:** Learn about the recreational resources available in the county and how money can be obtained for tourist activities. Also, be introduced to service and special interest groups who can provide support to the county.

### **March:**

**Schedule:** 12:00 Lunch – Grant Cunningham: "Development and Planning for Oconee County"

- 1:00 – Meet with Jim Alexander: "Economic Development in Oconee County"
- 2:00 – Meet with Phyllis Lombardi/Tim Hall: "Budgeting in Oconee County"
- 2:45 – Meet with Tom Hendricks: "Planning in Oconee County"
- 3:30 – Establish concepts and guidelines for a class project
- 4:40 – Concluding Review

**Objective:** Review the current plans for economic development and learn how the planning and budgeting process is handled in the Oconee County.

### **April:**

**Schedule:** 12:00 Lunch – Person from Leadership Anderson or Leadership Greenville

- 1:00 – Review of other leadership courses
- 1:30 – Select as class project for the year
- 4:00 – Develop the project and prepare for presentation
- 4:40 – Concluding Review

**Objective:** Determine and plan a class project for the betterment of Oconee County.  
[The first year project will be a redesign of the Advanced Leadership program.]

### **May:**

**Schedule:** 12:00 Lunch – Political Science or Planning consultant

- 1:00 – Final review of class project presentation
- 1:30 – Critique of the course – discussion of *Alumni Association*
- 2:00 – Formal review of class project with Supervisor
- 2:30 – Meet with County Council and present the class project
- 3:00 – Attend Council meeting – Graduation as part of Council meeting.

**Objective:** Summarize what was gained from the course and the viability of the program. Provide a project that will be acceptable to Council.



# KEOWEE KEY FIRE DEPARTMENT

115 Maintenance Road  
Salem, South Carolina 29676  
Phone & Fax (864) 544-8666  
E-Mail: kkid@innova.net

June 26, 2001

Bobby Williams, Chairman  
Rural Fire Commission  
415 S Pine Street  
Walhalla, South Carolina, 29691

Dear Bobby:

We appeal the decision by the Rural Fire Commission that delays the delivery of a new pumper truck to Keowee Key and that does not follow the approved County Master Fire Protection Plan or the recommendation of the County Fire Marshall. As you know the plan calls for a new truck for Keowee Key in the year 2000 and clearly states that engine 17A is in poor condition and overage.

There are a number of factors that are part of any decision to assign pumper trucks to volunteer stations. At your last meeting your committee placed a lot of importance on ISO ratings and the assumption that a new truck at South Union would result in a lower ISO rating. Based on discussions with ISO and referring to the County Master Plan prepared by Harry Askins and our knowledge of needed fire flows in the county that are stated in his report we question whether the new truck would improve South Unions rating. As you know there are many factors that go into an ISO rating with needed fire flow being one.

There are other considerations that we believe are more important than ISO rating and they are life safety and protection of property. This is one of the first lessons that all of us as interior fire fighters learned. Every life, every structure and every business is important. Our expanded district now includes 1243 single family dwellings, 305 multiple dwellings that range as high as 4 stories as well as the Duke Power World of Energy and Nuclear Station. In Oconee County only the City of Seneca has more dwellings and the property values in our district are now essentially equal to those in Seneca. To protect this district we now have an excellent 1995 Quality pumper truck and a substandard and overage 1964 Chevrolet that can only carry 500 gallons of water. The 1964 Chevrolet is the oldest fire truck in the county system. These two trucks combined have a pumping capacity of 2000 gpm and ISO states that we need 3500 gpm to protect our district. South Union now has a 1993 American Engine Ford and a 1977 Ford Howe with combined pumping capacities of 1750 gallons per minute for a district with fewer homes and lower property values than ours. In our opinion they now meet the required fire flow for their district.

Our dwellings are for the most part large, of wood frame construction and situated in heavily wooded areas that are subject to lightning strikes. We have all seen what can

*Don please ask Dept 6!*  
*CC: Council*  
*Please have Bobby + Darius*  
*of the agenda for 7/10 and*  
*well as ED Staff + etc.*  
*all need to be met!*  
*AD*

happen when fires occur in areas that are similar to ours and what happened in Anderson just this week with 8 house fires caused by lightning strikes.

Through very hard work we have been able to reduce our ISO rating from 7/9 to 6. We should not be penalized by your committee for that and be made to wait for a new pumper truck. Delaying delivery of our next truck until 2003 would realistically mean that we would not get it until 2004 because of the spec and bidding process. While we commend the committee for attempting to have all the specs developed in advance to expedite the order and bidding process you know that all trucks do not spec the same and that each station and Chief have their own specific needs as we do.

Bobby, it is very important to fire protection in our district that we receive one of the two trucks that the county will fund in the next fiscal year and that the approved Master Fire Protection Plan and the recommendation of the County Fire Marshall be followed.

Very truly yours,



Ed Goff, Fire Chief  
District 17

Cc: Anne Hughes, County Supervisor  
Tim Hall, County Council  
Dewitt Mize, County Fire Marshall  
Robert Swank, President, KKPOA Board of Directors  
Duncan Erickson, KKPOA Board  
Thelma Graef, KKPOA Board  
Robert Manka

Denotes a Mathematical Error

Bid Tabulation  
 Navy 13974 Uprated  
 June 21, 201

Division 1 - Water & Sewer System in Newry		Kris Mechanical		Don Macorhead		Young Plumbing		Garcon		Hutchinson	
Unit	Bid Item	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
LS	1 Mobilizer	50,000.00	1	50,000.00	50,000.00	33,000.00	33,000.00	60,000.00	60,000.00	50,000.00	50,000.00
LF	2 5' 1/2" W/line	15.00	6547	981.75	642,637.50	18.00	11,796.00	17.00	11,298.00	20.00	13,090.00
LF	3 2.5' PVC CL 200 Waxline	3.00	1650	4,950.00	8,167.50	4.00	6,600.00	9.00	14,850.00	12.00	19,800.00
LS	4 6" x 6" x 6" Tapping Tee w/ Vals	1,500.00	1	1,500.00	2,750.00	2,750.00	1,900.00	1,900.00	1,900.00	1,800.00	1,800.00
EA	5 Hydrant W/ Gate Valve	1,800.00	15	27,000.00	27,000.00	1,800.00	27,000.00	1,800.00	27,000.00	2,500.00	37,500.00
EA	6 6" Gate Valves	425.00	22	9,350.00	9,350.00	400.00	8,800.00	525.00	11,550.00	600.00	13,200.00
EA	7 2.5" Gate Valves	350.00	8	2,800.00	1,650.00	350.00	2,800.00	425.00	3,400.00	1,200.00	1,200.00
EA	8 Blow offs	3,000.00	1	3,000.00	2,400.00	2,400.00	2,400.00	500.00	500.00	400.00	400.00
LS	9 Jack and Bore on Broadway near River Ridge Road (Curb 31, approx. 40 LF)	2,525.00	1	2,525.00	2,480.00	2,480.00	2,480.00	3,500.00	3,500.00	1,250.00	1,250.00
LS	10 Jack and Bore on Broadway near South Avenue (Grid 2), approx. 35 LF)	50,920.00	1	50,920.00	50,920.00	10.00	350.00	15.00	525.00	22.00	770.00
LF	11 Remove & Replace Asphalt Road	790.00	4060	3,201,800.00	1,550.00	6,293.00	1,500.00	6,000.00	1,800.00	7,200.00	
LF	12 Remove & Replace Asphalt Drive	5.00	600	3,000.00	3,000.00	5.00	3,000.00	3.00	1,800.00	10.00	6,000.00
LF	13 Remove & Replace Gravel Drive	5.00	44	220.00	400.00	10.00	440.00	5.00	220.00	4.00	176.00
LF	14 Remove & Replace Mulch Drive	18.00	198	3,564.00	2,772.00	14.00	2,772.00	12.00	2,376.00	16.00	3,168.00
LF	15 Remove & Replace Concrete Drive	75.00	238	17,850.00	5,880.00	20.00	4,760.00	6.00	1,428.00	25.00	5,925.00
LS	16 Remove & Replace Sidewalk, Curb and Gutts	2,000.00	1	2,000.00	17,000.00	12,000.00	12,000.00	40,000.00	40,000.00	30,000.00	30,000.00
LS	17 Clearing and Grading	2,000.00	1	2,000.00	7,500.00	7,500.00	15,000.00	15,000.00	10,000.00	10,000.00	10,000.00
EA	18 Fine Grading and Grading	300.00	13	3,900.00	4,800.00	400.00	5,200.00	400.00	5,200.00	250.00	3,250.00
EA	19 Demolition of existing hydrant	400.00	121	48,400.00	56,450.00	400.00	48,400.00	425.00	51,425.00	613.00	74,173.00
EA	20 Water service tap with pressure reducer	200.00	423	84,600.00	8,050.00	30.00	12,690.00	30.00	12,690.00	400.00	169,200.00
EA	21 Concrete water service to homes includes Water Meter	400.00	30	12,000.00	900.00	30.00	900.00	47.00	1,410.00	28.00	840.00
LF	22 Concrete Valve Markers	18.00	2988	53,664.00	51,144.00	15.00	44,820.00	22.00	65,616.00	15.00	44,820.00
LF	23 6" PVC Gravel Infiltrate	15.00	3512	52,680.00	105,400.00	35.00	122,700.00	74.00	259,880.00	17.00	59,704.00
LF	A 3' Deep	20.00	1052	21,040.00	4,102.00	36.00	37,872.00	36.00	37,872.00	20.00	21,040.00
LF	B 5-6' Deep	22.00	585	12,810.00	23,520.00	40.00	23,520.00	37.00	21,690.00	23.00	13,410.00
LF	C 8-10' Deep	24.00	363	8,712.00	16,600.00	45.00	16,600.00	38.00	13,824.00	28.00	10,224.00
LF	D 10-12' Deep	26.00	263	6,818.00	20,700.00	45.00	20,700.00	38.00	17,490.00	28.00	17,490.00
LF	E 12-14' Deep	30.00	160	4,800.00	2,940.00	50.00	2,940.00	45.00	3,060.00	41.00	2,610.00
LF	F 14-16' Deep	40.00	60	2,400.00	4,745.00	50.00	4,745.00	55.00	4,015.00	43.00	3,160.00
LF	G 16-18' Deep	40.00	70	2,800.00	4,745.00	50.00	4,745.00	55.00	4,015.00	43.00	3,160.00
LF	H 18-20' Deep	50.00	23	1,150.00	1,720.00	50.00	1,150.00	50.00	1,510.00	53.00	1,229.00
LF	I 20-22' Deep	50.00	23	1,150.00	1,720.00	50.00	1,150.00	50.00	1,510.00	53.00	1,229.00

Num	Bid Item	Kris Mechanical			Don Moorhead			Young Plumbing			Garson			Hutchinson		
		Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
24. Sit used Manholes																
	A. 0-6' Deep	EA	15	1,200.00	18,000.00	1,200.00	18,000.00	1,200.00	18,000.00	1,385.00	20,775.00	1,050.00	15,750.00			
	B. 6-8' Deep	EA	18	1,400.00	25,200.00	1,400.00	25,200.00	1,400.00	25,200.00	1,505.00	27,090.00	1,400.00	25,200.00			
	C. 8-10' Deep	EA	8	1,800.00	14,400.00	1,800.00	14,400.00	1,900.00	15,200.00	1,775.00	14,200.00	1,150.00	14,200.00			
	D. 10-12' Deep	EA	6	1,900.00	11,400.00	1,700.00	10,200.00	2,200.00	13,200.00	1,625.00	9,750.00	2,100.00	12,600.00			
	E. 12-14' Deep	EA	5	2,000.00	10,000.00	1,800.00	9,000.00	3,000.00	15,000.00	2,275.00	11,375.00	2,450.00	12,250.00			
	F. 14-16' Deep	EA	2	2,100.00	4,200.00	2,100.00	4,200.00	3,000.00	6,000.00	2,825.00	5,650.00	2,800.00	5,600.00			
	G. 16-18' Deep	EA	1	2,400.00	2,400.00	2,300.00	2,300.00	3,800.00	3,800.00	3,325.00	3,325.00	3,150.00	3,150.00			
	H. 22-24' Deep	EA	1	3,000.00	3,000.00	2,700.00	2,700.00	5,500.00	5,500.00	4,400.00	4,400.00	4,800.00	4,800.00			
25. (Ino) Manholes																
	A. 0-4' Deep	EA	0	1,600.00	0.00	2,000.00	0.00	1,600.00	0.00	0.00	1,200.00	0.00	0.00			
	B. 5-8' Deep	EA	1	1,800.00	1,800.00	2,500.00	2,500.00	1,800.00	1,800.00	2,400.00	2,400.00	1,800.00	1,800.00			
	C. 8-10' Deep	EA	2	2,000.00	4,000.00	2,800.00	5,600.00	2,400.00	4,800.00	2,800.00	5,600.00	2,100.00	4,200.00			
	D. 10-12' Deep	EA	2	2,400.00	4,800.00	3,000.00	6,000.00	2,800.00	5,600.00	3,000.00	6,000.00	2,100.00	4,200.00			
	E. 12-14' Deep	EA	1	500.00	500.00	500.00	500.00	1,200.00	1,200.00	750.00	750.00	1,000.00	1,000.00			
26. Sewer Taps (includes necessary permits, pavement cuts, etc.)																
	A. 0-4'	EA	121	150.00	18,150.00	200.00	24,200.00	400.00	48,400.00	400.00	48,400.00	450.00	54,000.00			
	B. 5-8'	EA	1	6,000.00	6,000.00	10,700.00	10,700.00	0.00	0.00	4,500.00	4,500.00	14,350.00				
	C. 8-10'	EA	1	1,500.00	1,500.00	800.00	800.00	1,000.00	1,000.00	1,100.00	1,100.00	1,200.00				
	D. 10-12'	EA	1	10,000.00	10,000.00	1,500.00	1,500.00	12,000.00	12,000.00	16,000.00	16,000.00	16,000.00				
	E. 12-14'	EA	1	3,000.00	3,000.00	1,700.00	1,700.00	16,000.00	16,000.00	6,000.00	6,000.00	45,000.00				
	F. 14-16'	EA	1	25,000.00	25,000.00	5,000.00	5,000.00	18,000.00	18,000.00	50,000.00	50,000.00	52,500.00				
27. Concrete sewer service to homes.																
28. Remove and Replace Sizing																
29. Testing of Slope																
30. Removal of Slope																
31. Removal of Wastewater Effluent																
32. Abandonment of WWT at designated in Bld Documents																
33. Inco. abandoned existing sewer inverts																
34. Removal of Existing Water Meters																
35. Sit. Pans (approximately 2000 LF)																
Total for Division 1 = 165,405.00																

Num	Bid Item	Kris Mechanical			Don Moorhead			Young Plumbing			Garson			Hutchinson		
		Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
Division 2 - Sewer on Hwy 123 & 130																
26. 6" Gravity Sewer																
	A. 0-6' Deep	LF	300	18.00	5,400.00	43.00	12,900.00	18.00	5,400.00	25.40	7,620.00	15.00	4,500.00			
	B. 6-8' Deep	LF	974	19.00	18,506.00	45.00	43,830.00	20.00	19,480.00	27.40	26,897.00	-7.00	18,500.00			
	C. 8-10' Deep	LF	402	25.00	10,050.00	49.00	19,747.00	25.00	10,050.00	30.40	12,220.00	18.00	7,236.00			
	D. 10-12' Deep	LF	102	22.00	2,244.00	50.00	5,100.00	28.00	2,856.00	31.40	3,222.00	20.00	2,040.00			
	E. 12-14' Deep	LF	182	24.00	4,368.00	50.00	9,100.00	30.00	5,460.00	38.40	6,988.80	23.00	4,189.00			
	F. 14-16' Deep	LF	177	26.00	4,602.00	50.00	8,850.00	34.00	5,998.00	48.40	8,573.20	25.00	4,425.00			
	G. 16-18' Deep	LF	315	30.00	9,450.00	60.00	18,900.00	38.00	12,060.00	58.40	18,594.40	28.00	8,812.00			
	H. 18-20' Deep	LF	385	50.00	19,250.00	75.00	28,875.00	45.00	17,325.00	58.40	22,474.00	31.00	11,935.00			
Total for Division 2 = 137,756.00																

37. Manholes:																									
A) 0-5' Deep:	EA	1	1,200.00	1,200.00	1,250.00	1,250.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,385.00	1,385.00	2,050.00	1,050.00							
B) 6-8' Deep:	EA	5	1,400.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,075.00	7,075.00	1,400.00	1,400.00							
C) 8-10' Deep:	EA	1	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	2,100.00	1,000.00							
D) 10-12' Deep:	EA	0	1,800.00	0.00	1,700.00	1,700.00	0.00	2,000.00	2,000.00	1,800.00	1,800.00	2,400.00	2,400.00	2,400.00	2,275.00	2,275.00	2,400.00	2,400.00							
E) 12-14' Deep:	EA	1	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,825.00	2,825.00	2,800.00	2,800.00							
F) 14-16' Deep:	EA	1	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	3,325.00	3,325.00	3,150.00	3,150.00							
G) 16-18' Deep:	EA	1	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	3,200.00	3,200.00	3,500.00	3,500.00							
H) 18-24' Deep:	EA	2	2,800.00	5,600.00	5,600.00	5,600.00	5,600.00	5,600.00	5,600.00	5,600.00	5,600.00	5,600.00	5,600.00	5,600.00	5,950.00	5,950.00	20.00	20.00							
	LF	500	12.00	7,168.00	18.75	15,833.25	12.00	7,168.00	7,168.00	7,168.00	7,168.00	7,168.00	7,168.00	7,168.00	1,410.00	1,410.00	50.00	50.00							
38. Cut and Replace Asphalt Driveways:	LF	47	18.00	846.00	14.00	658.00	12.00	564.00	564.00	564.00	564.00	564.00	564.00	564.00	10,950.00	10,950.00	20,000.00	20,000.00							
39. Cut and Replace Concrete Driveways:	LS	1	2,000.00	2,000.00	4,100.00	4,500.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	4,600.00	4,600.00	10.00	10.00							
40. Cleaning and Grubbing:	LF	150	25.00	3,750.00	20.00	3,000.00	1.00	500.00	500.00	500.00	500.00	500.00	500.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00							
41. Cut and Replace Curb:	LS	1	1,000.00	1,000.00	2,500.00	2,500.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,100.00	1,100.00	13.50	13.50							
42. Tie In Existing Manhole:	LF	14.63%	12.00	175,936.00	12.85	169,046.92	1.50	158,201.00	158,201.00	158,201.00	158,201.00	158,201.00	158,201.00	158,201.00	167,539.00	167,539.00	0.00	0.00							
43. 6" D.I.P Force Main:	EA	4	2,000.00	8,000.00	2,500.00	10,000.00	1,900.00	7,600.00	7,600.00	7,600.00	7,600.00	7,600.00	7,600.00	7,600.00	173.00	173.00	25.00	25.00							
44. Sewer Air Release Valves:	EA	4	40.00	160.00	20.00	80.00	40.00	160.00	160.00	160.00	160.00	160.00	160.00	172.00	172.00	25.00	25.00								
45. Concrete valve marker:	EA	4	4,000.00	16,000.00	3,500.00	14,000.00	4,000.00	16,000.00	16,000.00	16,000.00	16,000.00	16,000.00	16,000.00	12,500.00	12,500.00	30,000.00	30,000.00								
46. Fine Grading & Grassing:	LS	1	4,000.00	4,000.00	3,000.00	3,500.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	1,775.00	1,775.00	4.00	4.00								
47. Silt Fence:	LF	590	5.00	2,950.00	3.00	1,770.00	3.00	1,770.00	1,770.00	1,770.00	1,770.00	1,770.00	1,770.00	7,410.00	7,410.00	600.00	600.00								
48. Silt Station at Inlet to wet pumps:	LS	1	137,802.00	137,802.00	95,000.00	95,000.00	116,000.00	116,000.00	116,000.00	116,000.00	116,000.00	116,000.00	116,000.00	116,000.00	118,000.00	118,000.00	86,500.00	86,500.00							
49. valves, manhole, gravel access, 3' offset, power truck (LF, trench), etc...:	LS	5	110,944.00	110,944.00	92,100.00	92,100.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00	120,000.00	120,000.00	80,400.00	80,400.00								
49. 18" Storm 24" manholes wet well, pumps, valves, controls, gravel access, grading, power truck, trench, etc...:	LS	7	2,775.00	2,775.00	3,500.00	3,500.00	4,700.00	4,700.00	4,700.00	4,700.00	4,700.00	4,700.00	4,700.00	4,900.00	4,900.00	5,550.00	5,550.00								
50. Jack & Jive SC 130 (approximately 37 LF):	LS	1	2,925.00	2,925.00	2,880.00	2,880.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	5,200.00	5,200.00	5,850.00	5,850.00								
51. Jack & Jive Heavy Road (approximately 30 LF):	CY	0	0.00	0.00	0.00	0.00	330.00	330.00	330.00	330.00	330.00	330.00	330.00	0.00	0.00	160.00	160.00								
52. Rock excavation:	CY	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
53. Unclassified Excavation:	CY	0	25.00	25.00	42.15	42.15	45.00	45.00	45.00	45.00	45.00	45.00	45.00	631,808.94	631,808.94	20.00	20.00								
Total Items (36.50):				560,726.00		594,885.15		1,025,397.00		1,025,397.00		1,025,397.00		1,025,397.00		1,025,397.00									
Total Cost For Divisions 1 and 2:				1,326,135.00		1,481,617.90		1,543,147.00		1,543,147.00		1,543,147.00		1,543,147.00		1,543,147.00									
Alternatives:																									
LS - Alternative #1 - Waler Ties and Manholes (As shown on the drawing):	LS	574	350.00	42,050.00	447.00	54,387.00	485.00	59,695.00	59,695.00	59,695.00	59,695.00	59,695.00	59,695.00	66,800.00	66,800.00	490.00	490.00								
SY - Alternative #2 - Paving Stations of West Beach Ave, Second Ave., and South Ave (Asphalt Curbts of entire street if 18' of heaving):	SY	974	15.00	8,610.00	9.88	5,728.50	9.88	5,768.50	5,768.50	5,768.50	5,768.50	5,768.50	5,768.50	6,381.00	6,381.00	12.00	12.00								

valves, manhole, gravel access, 3' offset, power truck (LF, trench), etc...)

50. Jack & Jive SC 130 (approximately 37 LF)

51. Jack & Jive Heavy Road (approximately 30 LF)

52. Rock excavation

53. Unclassified Excavation

Total Items (36.50)

Total Cost For Divisions 1 and 2

Alternatives

LS - Alternative #1 - Waler Ties and Manholes (As shown on the drawing)

SY - Alternative #2 - Paving Stations of West Beach Ave, Second Ave., and South Ave (Asphalt Curbts of entire street if 18' of heaving)

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

Ms. Arnie Hughes  
 Oconee County Supervisor  
 415 S. Pine Street  
 Walhalla, SC 29691

Re: Newry Utility Assessment  
 Goldie & Associates Project #22,143

June 25, 2001

Dear Ms. Hughes,

Enclosed please find a bid tabulation for the above referenced project. The low bid Division I and Division II work was Kirs Mechanical, Inc. We have reviewed their bid and it appears to be complete and balanced. We have reviewed their current work schedule and it appears that they will have sufficient crews available to promptly begin the project and complete it on schedule.

We have interviewed Seneca Light & Water, Oconee County Sewer Commission, various other municipalities engineering firms, and suppliers concerning the quality of their work. In general, most had favorable comments concerning the project that Kirs Mechanical had worked on. One reference raised concerns as to their willingness to properly close out projects (for example, cleanup and grading). We also observed that the item # 18 Fine Grading and Grassing was significantly lower than the other bidders. Goldie & Associates feels that this is a concern considering the importance of this issue in regards to sensitive situation in Newry with the residents. We do not feel that this should disqualify Kirs Mechanical, however, we strongly recommend that this issue be clearly addressed in the pre-construction meeting.

It is therefore our recommendation that the County award the Newry Utility Upgrade Project to Kirs Mechanical, Inc. Before the County enters into a contract with Kirs Mechanical, we strongly recommend that the County obtain with Brad Norton that all the proper easements have been obtained and/or transferred into the County's name.

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

Sincerely,

Goldie & Associates  
 Alan Pops, P.E.  
 Project Manager

Contract # 22,143 - Newry Utility Upgrade

210 W. North Second Street • Seneca, South Carolina 29172 • Phone (804) 882-8194 • FAX (804) 882-0981

idders	Approx Qty	Description	Iron Age Corp		Ideal Shoes, Inc.		Cintas	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
	200	Safety Boots	\$45 - \$85 (8 styles)	\$17,000.00	\$79.98 - \$142.98 (4 styles)	\$17,000.00	did not submit a bid price - listed retail only	
		Other styles available	yes		yes			
		Visits per month	2		1			
		Add for oversize	\$1.00 sizes 13 & 14					
			7.00 sizes 15, 16, & 17					

Attended Bid Opening: Marianne Dillard, Sheila Ward, Ann Aikerson

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

The Iron Age Corporation  
 submits herewith our Bid in response to bid request number shown above, and in compliance with  
 the description(s) and/or specification(s) attached hereto for shoemobile service to Oconee  
 County for safety shoes for certain County employees.

Qty	Description	Cost per Pair	Extended Price
200	Safety Boots, OSHA approved, steel toed, leather, oil resistant sole, 8" shaft	\$45.00 *	\$9,000.00
	S. C. Sales Tax (5%)	\$2.25	\$450.00
	Grand Total	\$47.25	\$9,450.00

\* The following styles are offered at \$45.00: #730 - page 60; #798 - page 61;

Please see attached list of additional styles offered at #794 - page 58  
 special pricing. 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>June 13, 2001</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: Immediate delivery is available on the Iron Age Shoemobile.

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



and certify that I am authorized to sign this bid. By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. I further certify that this bid is good for a period of sixty (60) days, unless otherwise stated.

Iron Age Corporation  
Company name as registered with  
the IRS

Robinson Plaza Three, Suite 400  
Correspondence Address

Pittsburgh, PA 15205  
City, State, Zip

June 13, 2001  
Date

P. O. Box 1449  
Remittance Address

Pittsburgh, PA 15230-1449  
City, State, Zip

412-787-4100  
Telephone Number

25-1376723  
Federal Tax ID Number

Kenneth R. Herbaugh  
Authorized Signature

Kenneth R. Herbaugh  
Printed Name

Vice President  
Title

412-787-4100  
Telephone Number

412-787-8201  
Fax Number

800-223-8912  
Toll-Free Number if available

09907534-2  
04233712-2  
SC Sales and Use Tax Number

Local service will be provided by: Iron Age Corporation  
Cleveland Village Shopping Center  
1564 Asheville Highway  
Spartanburg, SC 29303

### Oconee County Special Pricing

Safety boots, OSHA approved, steel toed, leather, oil resistant sole, 8"

<u>Style Number</u>	<u>Catalog Page</u>	<u>Special Price</u>
211	51	\$65.00
244	60	\$75.00
312	66	\$65.00
315	66	\$65.00
436	30	\$85.00
677	57	\$85.00
698	61	\$85.00
745	43	\$65.00

All other styles will be sold at the enclosed National Contract Price List.

**MINIMUM SPECIFICATIONS FOR SAFETY BOOTS FOR  
CERTAIN OCOONEE COUNTY EMPLOYEES**

Oconee County is seeking sealed bids from qualified vendors to provide new safety boots for approximately 200 County employees

**General**

Oconee County wishes to contract with a vendor to have a mobile showroom visit Oconee County twice a month to fit employees with safety boots. Oconee County will pay a predetermined allowance on an employee's boots. (Note: At present the County's allowance is \$85.00) Any amount above that the employee will be responsible to pay. The successful vendor shall be responsible for collecting any amount above the allowance from the employee and to provide a detailed invoice to Oconee County showing only the amount due from the County.

**Minimum Specifications**

The minimum specifications are as follows and as stated on the Bid Form:

Listed on the Bid Form is the OSHA approved safety boot, but employees may choose from other styles offered that meet Oconee/OSHA's requirements with the County paying only our predetermined allowance.

All boots shall be OSHA approved.

Vendor shall be able to supply all sizes.

Does your company provide oversize shoes? If so, is there a charge? After what size does the charge begin? - \$1.00 additional for sizes 13 and 14.  
- \$7.00 additional for sizes 15, 16, and 17.

**Guarantee and Return Policy**

The bidder shall include with the bid complete information on your guarantee and return policy.

**Term**

Term of bid is for a period of one-year with the option to renew for four additional one-year periods upon mutual agreement of the County Administration and the vendor.

**Basis of Award**

The award of the bid will be to the most responsible, responsive bidder based on low price. Oconee County reserves the right to reject any or all bids, waive any technicalities or informalities if it is deemed in the best interest of the County. The County will be sole judge as to whether bids submitted meet all requirements contained in this solicitation.

BID SUPPLEMENTAL FORM

OCCONEE COUNTY PROCUREMENT OFFICE

415 S. PINE STREET, ROOM 10

WALHALLA, SOUTH CAROLINA 29691

DATE: June 13, 2001

BID NO 00-45

The Iron Age Corporation takes the following exceptions:  
(Bidder)

None

SIGNATURE: Kenneth R. Herbaugh

BID NO. 00-45

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

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

The IDEAL SHOES, 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 shoemobile service to Oconee County for safety shoes for certain County employees.

Qty	Description	Cost per Pair	Extended Price
200	Safety Boots, OSHA approved, steel toed, leather, oil resistant sole, 8" shaft	Please see attachment	
	S. C. Sales Tax (5%)	11 33	
	Grand Total	11 67	

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
_____	_____
_____	_____

SEE ATTACHMENT

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: 6-13-01

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

and certify that I am authorized to sign this bid. By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. I further certify that this bid is good for a period of sixty (60) days, unless otherwise stated.

IDEAL SHOE, INC.  
Company name as registered with  
the IRS

1505 ASHEVILLE HWY  
Correspondence Address

SPARTANBURG, SC 29303  
City, State, Zip

June 13, 2001  
Date

1505 ASHEVILLE HWY  
Remittance Address

SPARTANBURG, SC 29303  
City, State, Zip

(864) 583-8727  
Telephone Number

57-0481476  
Federal Tax ID Number

David Renwick  
Authorized Signature

David Renwick  
Printed Name

Manager  
Title

(864) 583-8727  
Telephone Number

(864) 583-5415  
Fax Number

Toll-Free Number if available

04211283-7  
SC Sales and Use Tax Number

"Attachment"

Bid No. 00-45

<u>Brand Name</u>	<u>Style #</u>	<u>Price per pair</u>	<u>Factory Seconds</u>
Georgia	8374	\$79.98 + tax	N/A
Red Wing	2204	\$139.98 + tax	\$95.98 + tax
Red Wing	4440	\$142.98 + tax	\$95.98 + tax
Wolverine	3751	\$134.98 + tax	

The grand total cost would depend on which styles are selected and the number of pairs purchased. Other styles of boots meeting the requirements will be available and are priced as marked.

We carry styles in the Red Wing brand in factory seconds which only have a cosmetic blemish of some kind. While we do carry many styles and sizes, all sizes can not be guaranteed because the factory seconds are received based on availability. Also, there is no warranty available on the factory seconds.

We would agree to provide the mobile visits once per month.

Boots would be available through mail order or in our store located at 1505 Asheville Highway, Spartanburg, SC if needed between shoemobile visits.

#### Warranty and Return Policy

The boots will have a manufacturers warranty for workmanship and material defects for a reasonable period of time generally about six (6) months. No specific time frame is set as all factors in the condition of the boots are considered. Such factors include the environment in which the boots are used and abuse to the shoes. There is no warranty available on the factory seconds.

We do encourage all customers to try new shoes on a carpeted surface prior to putting the shoes in service to ensure a proper fit. We cannot exchange worn or dirty shoes unless they are judged to be defective including workmanship or material defects from the manufacturer. Shoes must be returned with a copy of the sales slip or invoice.

Signed:

David Pennington

BID NO. 00-45

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

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

The CINTAS CORPORATION LOCATED IN GREENVILLE SC  
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 shoemobile service to Oconee County for safety shoes for certain County employees.

Qty	Description	Cost per Pair	Extended Price
200	Safety Boots, OSHA approved, steel toed, leather, oil resistant sole, 8" shaft.	SEE ENCLOSED CATALOG	
	S. C. Sales Tax (5%)		
	Grand Total		

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
_____	6/15/01
_____	_____

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

Completion/Delivery Date ARO: \_\_\_\_\_

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



and certify that I am authorized to sign this bid. By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. I further certify that this bid is good for a period of sixty (60) days, unless otherwise stated.

CINTAS CORPORATION  
Company name as registered with  
the IRS

191 ELCON DRIVE  
Correspondence Address

GREENVILLE SC 29605  
City, State, Zip

6/15/01  
Date

Michael J. Oswald  
Authorized Signature

MICHAEL J. OSWALD  
Printed Name

SERVICE DIRECTOR  
Title

864.299.0567  
Telephone Number

864.299.5735  
Fax Number

191 ELCON DRIVE  
Remittance Address

GREENVILLE SC 29605  
City, State, Zip

864.299.0567  
Telephone Number

31-1703809  
Federal Tax ID Number

1.877.240.3751  
Toll-Free Number if available

023 700256  
SC Sales and Use Tax Number

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

DATE: 6/15/01 BID NO 00-45

The CENTAS CORPORATION takes the following exceptions:  
(Bidder)

NONE STATED

SIGNATURE: Michael F. O'Neal

MICHAEL F. O'NEAL

006

Bidders	Bosserman Aviation Ea Inc	American Refueler Eq Co Inc	Garsite LLC Alternative #1	Garsite LLC Alternative #2	Dukas Transportation Serv Inc
Base Bid - Refueler	\$ 51,700.00	\$ 42,800.00	\$ 74,450.00	\$ 45,000.00	\$ 92,000.00
S. C. Sales Tax	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
Total Base Bid	\$ 52,000.00	\$ 43,100.00	\$ 74,750.00	\$ 45,300.00	\$ 92,300.00
Engine/Brakes	Diesel/air	Diesel/hydraulics		Gas/hydraulics	
Accl Alternate #1 (trip)		\$ 1,260.00	\$ 1,000.00	\$ 500.00	Customer's Expense
Make & Model	1995 Ford F300	1988 Ford F700	1993 Ford F700	1991 Chev Kodiak	Navistar 4700
Actual Mileage	49,500	7,307	148,521	100,000	43,258
Delivery	30 days	6 to 7 weeks	60 to 90 days	60 to 90 days	4 weeks
Changed items to show Sales Tax of \$300.00				plus \$1,000 delivery	
	The above chassis was sold. They have offered us another unit with 177,000 miles for \$50,300 that meets all our other specifications.				



**FAX Transmission**

From: Terry Bosserman  
 Questions? Call 419-396-6256  
 Fax 419-396-0022  
 To: Marianne  
 Company: Ocohee Co. Procurement Office  
 Address: Bosserman Aviation Equipment, Inc.  
 2327 State Route 568  
 Carey, OH 43318  
 Fax #: 864-638-4142

Date: July 5, 2001  
 BAE e-mail: [bae@bright.net](mailto:bae@bright.net)  
 BAE web: [www.bossermanaviationsequip.com](http://www.bossermanaviationsequip.com)  
 Pages: (2) (including this one)  
 Re: Bid 00-46 and BAE Quote 3203

Dear Marianne:

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

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

Regards,

  
 Terry Bosserman

(Page 2-BAE Fax 227)

**TRUCK #1**

1995 Ford

F800

Cummins 5.9

Allison automatic

Like new radials 10R22.5

88,000 miles

Hydraulic brakes

Power steering

Complete check over by truck dealer

Like new truck

Single rear axle

Painted white

**PRICE REDUCTION: \$1000.00**

**TRUCK #2**

1995 Ford

F800

Cummins 5.9

Allison automatic

Like new radials 10R22.5

177,000 miles

Air brakes

Power steering

Completely detailed

Like new truck

Oil pan dropped

New rod and main bearings installed, serviced

**PRICE REDUCTION: \$1700.00**

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

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

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

BASE BID - Refueler \$ 51,700.00  
S. C. Sales Tax (5%) USE DO NOT COLLECT S.C. 300.00  
SALES TAX  
TOTAL Bid Price: \$ 51,700.00

Add Alternate #1 - Inspection trip \$ \_\_\_\_\_

Make and Model Ford F800 Actual Mileage 49,500

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

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

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

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

Completion/Delivery Date ARO: 30 days

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

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

Bullman Aviation Equip. Inc.  
Company name as registered with  
the IRS

2327 SR 568  
Correspondence Address

CAREY Ohio 43316  
City, State, Zip

6-12-01  
Date

Terry Bosserman  
Authorized Signature

TERRY BOSSERMAN  
Printed Name

PRESIDENT  
Title

419-396-6256  
Telephone Number

419-396-0022  
Fax Number

2327 SR 568  
Remittance Address

CAREY, Ohio 43316  
City, State, Zip

419-396-6256  
Telephone Number

34-1956017  
Federal Tax ID Number

Toll-Free Number if available

SC Sales and Use Tax Number

BID NO. 00-46

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

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

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

BASE BID - Refueler

\$ See Alternate Bid = \$42,800.00

S. C. Sales Tax (5%)

300.00

TOTAL Bid Price

\$ 43,100.00

Add Alternate #1 - Inspection trip \$ 1,260.00

Make and Model See Alternate Bid Actual Mileage See Alternate Bid

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

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

Addendum Number

Date

NONE

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

Completion/Delivery Date ARO: Six (6) to Seven (7) Weeks from Receipt of Order.

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



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

American Refueler Equipment Co., Inc.

Company name as registered with  
the IRS

  
Authorized Signature

P.O. Box 9849

Correspondence Address

Malcolm R. Pledger

Printed Name

Birmingham, AL 35220

City, State, Zip

President

Title

June 13, 2001

Date

205-856-3006

Telephone Number

205-856-3008

Fax Number

P.O. Box 9849

Remittance Address

Birmingham, AL 35220

City, State, Zip

205-856-3006

Telephone Number

1-800-488-0497

Toll-Free Number if available

23-0848782

Federal Tax ID Number

SC Sales and Use Tax Number

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

DATE JUNE 13, 2001 BID NO 00-46

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

We Bid a 1988 Ford F-700 Diesel - Automatic (SEE SPECIFICATIONS HEREWITH):


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

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

This unit is subject to Prior Sale.

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

SIGNATURE: \_\_\_\_\_

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

**BID NO. 00-46**

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

ALTERNATIVE # 1

**BID FORM**

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

The Company GARSITE, LLC

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

BASE BID - Refueler \$ 74,450.00

S. C. Sales Tax (5%) - NOTE: Garsite is registered in the State of Kansas and does not collect or remit sales taxes in S.C. \$3,722.50 300.00

TOTAL Bid Price \$ 79,492.50

Add Alternate #1 - Inspection trip \$ 1,000.00

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

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

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

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

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

Completion/Delivery Date ARO: 60-90 DAYS AFTER RECEIPT OF ORDER

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

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

GARSITE, LLC  
Company name as registered with  
the IRS

539 S. 10TH STREET  
Correspondence Address

KANSAS CITY, KANSAS 66105  
City, State, Zip

6/14/01  
Date

539 S. 10TH STREET  
Remittance Address

KANSAS CITY, KANSAS 66105  
City, State, Zip

913-342-5600  
Telephone Number

43-1838563  
Federal Tax ID Number

  
Authorized Signature

MARK KENDRICK  
Printed Name

PROJECT MANAGER  
Title

800-467-5600  
Telephone Number

913-279-3119  
Fax Number

800-467-5600  
Toll-Free Number if available

N/A  
SC Sales and Use Tax Number

BID SUPPLEMENTAL FORM - *Alternative #1*

OCONEE COUNTY PROCUREMENT OFFICE

415 S. PINE STREET, ROOM 10

WALHALLA, SOUTH CAROLINA 29691

DATE THURSDAY, JUNE 14, 2001

BID NO 00-46

FOR ALTERNATIVE #1

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

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

SIGNATURE:

*Max Kendrick*  
MAX KENDRICK

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

ALTERNATIVE #2

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

The Company GARSITE, LLC

submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for a refurbished Jet-A refueler truck, 1994 or newer model with a 2200 gallon tank

BASE BID - Refueler \$ 45,000.00

S. C. Sales Tax (5%) - NOTE: Garsite is registered \$ 2,250.00 300.00  
in the State of Kansas and

does not collect nor remit \$ 47,250.00  
sales taxes in S.C.

Add Alternate #1 - Inspection trip \$ 500.00

Make and Model 1994 Chevrolet Kodiak Actual Mileage 100,000

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

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

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

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

Completion/Delivery Date ARO: 60-90 DAYS AFTER RECEIPT OF ORDER

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

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

DARSITE, LLC

Company name as registered with  
the IRS

539 S. 10TH STREET

Correspondence Address

KANSAS CITY, KANSAS 66109  
City, State, Zip

6/14/01

Date

*Mark Wendrick*  
Authorized Signature

MARK WENDRICK

Printed Name

PROJECT MANAGER

Title

800-467-5600

Telephone Number

913-279-5119

Fax Number

539 S. 10TH STREET

Remittance Address

KANSAS CITY, KANSAS 66109  
City, State, Zip

913-362-5600

Telephone Number

43-1828569

Federal Tax ID Number

800-467-5600

Toll-Free Number if available

N/A

SC Sales and Use Tax Number

BID SUPPLEMENTAL FORM

OCONEE COUNTY PROCUREMENT OFFICE

415 S. PINE STREET, ROOM 10

WALHALLA, SOUTH CAROLINA 29691

DATE: THURSDAY, JUNE 14, 2001

BID NO 00-46

FOR ALTERNATIVE # 2

The Company: CARSITE, LLC

takes the following exceptions:

(Bidder)

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

SIGNATURE:

Mark Kendrick  
MARK KENDRICK



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

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

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

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

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

Make and Model Novistar 4700 Actual Mileage 43,258

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

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

Addendum Number	Date
<u>N/A</u>	<u>                    </u>
<u>N/A</u>	<u>                    </u>

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

Completion/Delivery Date ARO: 4 weeks

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

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

Dukes Transportation Services  
Company name as registered with  
the IRS

1525 Lima Ave  
Correspondence Address

Findlay OH 45840  
City, State, Zip

6-13-01  
Date

Jason T. Dukes  
Authorized Signature

Jason Dukes  
Printed Name

President  
Title

419-422-9653  
Telephone Number

419-422-2896  
Fax Number

DTS  
Remittance Address

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

419-422-9653  
Telephone Number

34-1341849  
Federal Tax ID Number

800-451-7157  
Toll-Free Number if available

N/A  
SC Sales and Use Tax Number

# OCONEE COUNTY FINANCE DEPARTMENT

## MEMORANDUM

**TO:** Opal Green  
**CC:** Phyllis E. Lombard, Finance Director  
Ann H. Hughes, Supervisor-Chair  
Melissa Brown, Budget and Grant Supervisor  
Oconee County Council Members  
**FROM:** Linda Shugart  
**DATE:** June 26, 2001  
**SUBJECT:** 2000 Regional Planning Grant

We have received notification of a \$50,000 award for the 2000 Regional Planning Grant through the SC Community Development Block Grant Program. Oconee County has been a recipient of these funds for several years.

The Appalachian Council of Governments is the sub-recipient of these funds and performs the functions described in the application. This grant will allow COG to establish a basic level of staffing so that they may provide general technical assistance and pre-project planning related to the CDBG program.

Please place the attached item on the July 10, 2001, Oconee County Council meeting agenda. Should you need additional information, please do not hesitate to call me.

LINDA SHUGART, GRANTS COORDINATOR

COPY



Jim Hodges  
Governor

SOUTH CAROLINA  
DEPARTMENT OF COMMERCE

Charles S. Way, Jr.  
Secretary

June 19, 2001

The Honorable Ann Hughes  
Chairman/Supervisor, Oconee County  
708 Booker Drive  
Walhalla, South Carolina 29691

Re: CDBG # 4-P-00-001

Dear Ms. Hughes:

Governor Hodges has approved the Regional Planning Grant as described in the grant application submitted by Oconee County. Enclosed is a copy of the grant agreement which must be executed in order for Oconee County to accept the \$50,000 Community Development Block Grant (CDBG) Award.

All required reports are due in this office five days after the end of each federal fiscal quarter (January 5, April 5, July 5, October 5). Timely submission of reports will ensure the processing of requests for payments from your grant award. The first reporting date for your grant is October 5, 2001.

This grant award is subject to all the terms and conditions of the Grant Agreement under which this award is made. Please note that no contracts for work of any type associated with activities related to this grant award may be entered into without first consulting this office to assure that all State and federal requirements are met. Further, all contracts to be paid in whole or in part with funds from this grant must be submitted to the Department of Commerce, Division of Community Grant Programs for approval prior to execution.

Sincerely,

Bonnie Ammons  
Director  
Division of Community Grant Programs

Enclosures

cc: Division of Financial Administration & Audits  
Compliance  
Dianna Gracely

COPY



TEAM SOUTH CAROLINA  
We perform. You win.

# State of South Carolina

## Office of the Governor

JIM HODGES  
GOVERNOR

First Office, Box 11629  
COLUMBIA, SC 29211

June 14, 2001

The Honorable Ann Hughes  
Chairperson/Supervisor, Oconee County  
208 Booker Drive  
Walhalla, South Carolina 29691

Dear Chairperson Hughes:

It is my pleasure to approve a \$50,000 Regional Planning Grant from the Community Development Block Grant Program to Oconee County. These funds will be used to develop Community Development Block Grant projects and plan for the needs of low and moderate income persons.

The Department of Commerce, Division of Community Grant Programs, will be forwarding a grant agreement to Oconee County for execution within the next few days.

Please do not hesitate to call me if I can be of any assistance to you in the future.

Sincerely,



Jim Hodges

cc: The Honorable Thomas C. Alexander  
The Honorable James G. Barrett  
The Honorable Becky R. Martin  
The Honorable William E. Sandifer III

STATE OF SOUTH CAROLINA  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM



GRANT AGREEMENT

The Grant Award serves as the signature page for this Community Development Block Grant (CDBG) Program Grant Agreement for Oconee County CDBG #4-P-00-001. Three identical Grant Award pages have been included for signature by appropriate representatives of the Grantee. Two of the Grant Award pages, with the required original signatures, must be returned within 15 days. The third Grant Award page with original signatures should be maintained in the Grantee's files along with this Grant Agreement.

STATE OF SOUTH CAROLINA  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

GRANT AGREEMENT

Upon receipt by the State of the appropriately signed Grant Award, the State agrees to provide to the Grantee the Federal assistance under Title I of the Housing and Community Development Act of 1974, as amended, subject to the terms and conditions of this Grant Agreement, applicable laws, regulations and all other Federal and State requirements now or hereafter in effect. This Grant Agreement is effective with respect to such assistance as of the date of the Grant Award and consists of the Grant Award herein attached, together with the State approved application, including any Assurances, certifications, maps, schedules or other submissions made, or to be made, with respect thereto.

1. Definitions: Except to the extent modified or supplemented by this Grant Agreement, any term defined in Title I of the Housing and Community Development Act of 1974, as amended, shall have the same meaning when used herein. The following terms are specifically used in this Grant Agreement:
- (a) ACT means Title I of the Housing and Community Development Act of 1974, as amended.
  - (b) Agreement means this Grant Agreement, as described herein and any amendments or supplements.
  - (c) Applicant means the entity designated in the approved application which is part of this Agreement.
  - (d) Assistance means the grant funds provided, or to be provided, to the Grantee by the State, pursuant to this Agreement.
  - (e) Assurances when capitalized, means the certifications and assurances submitted pursuant to the ACT and other requirements of the State.
  - (f) CDBG means Community-Development Block Grant.
  - (g) Grantee means each entity designated as the recipient of the Assistance in the Grant Award and signing the acceptance provision of the Grant Award.
  - (h) HUD means U.S. Department of Housing and Urban Development.
  - (i) Program means the community development program, project, or other activities, including the administration thereof, funded in whole or in part, under this Agreement.
  - (j) State means the State of South Carolina or that Agency, Agency Division, or Office of State Government herein, the responsibility for administering the Community Development Block Grant program for the State of South Carolina, as appropriate.
2. Federal and State Laws: This Agreement renders the Grantee responsible for compliance with all Federal or State laws, Executive Orders, and regulations applicable to the receipt and administration of Assistance provided under this Agreement. Such laws, Executive Orders, and regulations include, but are not limited to, the following:

(a) Financial Management Requirements. The Grantee must comply with the applicable requirements of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and to OMB Circular A-87, "Cost Principles Applicable to Grants and Contracts with State and Local Governments."

The Grantee must also comply with the Audit Requirements of OMB Circular A-128. The Grantee must make available to the State or Federal Government, or their representatives, all records related to the matters and activities covered by this grant for the purposes of audit and inspection.

(b) Environmental Review. The Grantee is required to assume responsibility for environmental review decision making in accordance with Section 104(f) of the Act; 24 CFR Part 58, Environmental Review Procedures for Title I CDBG Programs; and 40 CFR Part 1500-1508, National Environmental Policy Act regulations.

(c) Equal Employment Opportunity. In accordance with the applicable Federal and State laws, Executive Orders and regulations, the Grantee cannot discriminate on the basis of race, color, religion, sex, national origin, familial status, or disability in the admission of or access to, treatment in or employment in, its Federally assisted programs or activities.

(d) Non-Discrimination Under Title VI of the Civil Rights Act of 1964. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part 1.

(e) Ineligible Contractors Under Executive Order 11246 and State Regulations. The Grantee agrees that it will refrain from entering into any contract or modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order. The Grantee will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State of South Carolina pursuant to Part II, Subpart B of the Executive Order. In addition, the Grantee may not award contracts to any contractors who are ineligible to receive contracts under any applicable regulations of the State of South Carolina.

(f) "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities. This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701) as amended, State of South Carolina regulations issued pursuant thereto, and any applicable rules and orders of the State issued thereunder prior to the State authorization of the Grant Award.

(g) Federal Labor Standards Provisions. Except with respect to the rehabilitation of residential property designed for residential use for less than eight units, the Grantee and all contractors engaged under contracts in excess of \$2,000 for the construction, completion or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements pertaining to such contracts and the applicable requirements of the regulations of the State of South Carolina governing the payment of wages and the ratio of apprentices and trainees to journeymen, provided that if wage rates higher than those required under such regulations are imposed by the State of South Carolina or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher rates. The Grantee shall cause or require to be inserted in full in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 1.5.



- (f) MBE Obligation: The Grantee agrees to ensure that minority business enterprises (MBE), as defined in 49 CFR Part 25, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement.
- (g) Fair Housing: The Grantee is prohibited from taking any action that in any way makes unavailable or denies a dwelling to any person because of race, color, religion, sex, national origin, familial status or disability. The Grantee must comply with Title VIII of the Civil Rights Act of 1968, as amended, Executive Order 11063, the South Carolina Fair Housing Law.
- (h) Fair Housing Plans: The Grantee will provide the State with a Fair Housing Plan which includes a written description of the action(s) the Grantee will undertake to affirmatively further fair housing. The State reserves the right to withhold all or a portion of the funds to be provided under this Grant Award until such plan has been received and approved.
- (i) Age Discrimination Act of 1975: The Grantee shall ensure that no person shall be excluded from participation, be denied program benefits, or be subject to discrimination, on the basis of age under any program or activity under this Agreement.
- (j) Section 504 of the Rehabilitation Act of 1973: Every recipient of Federal funds, including subgrantees, must comply with Section 504 of the Rehabilitation Act of 1973, as amended. The Grantee agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- (k) Acquisition and Relocation: In carrying out the activities funded in whole or in part under this Agreement, the Grantee is required to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended and the implementing HUD regulations at 49 CFR Part 24 and 24 CFR Part 570.
- (l) Lead-Based Paint Hazards: The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 15.
- (m) Compliance with Air and Water Act: (Applicable to construction contracts and related subcontracts exceeding \$100,000). Activities funded in whole or in part under this Agreement are subject to the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto at 40 CFR Part 15, as amended from time to time, and the S. C. Streamwater Management and Sediment Reduction Act.
3. Personnel: The Grantee agrees that it has the necessary personnel, or will hire the necessary personnel, to carry-out the activities described in the Grant Application. All persons employed must be fully qualified and authorized to carry out such activities under such Federal, State and local laws, as may be applicable.
4. Amendments: Any changes to this Agreement, including changes in activities and budgets of the Grant Application must be approved in writing by the State and shall be incorporated in written amendments to this Agreement, except as may be provided in the following section "Budget Changes".

5. Budget Change— Any change in a line item of the budget which is greater than ten percent (10%) of the line item or greater than \$10,000, must have prior written approval by the State. This applies to the collective total of the line item, regardless of the source of funds. However, an increase for the budget item *General Administration* is allowed without prior written approval by the State, regardless of the amount or percentage of increase or the source of funds. Without written approval from the State, the maximum amount which may be budgeted for general administration from CDBG funds is fifteen percent (15%) of the total activity costs, excluding administration costs.
6. Funding Overruns/Underruns— The Grantee must meet its funding commitment. In the event there are cost underruns on the project, the savings will accrue to the State unless a regulatory requirement by another Federal funding agency supersedes, or unless the savings could be accrued to another grant program funded by the State of South Carolina. In the event there are cost overruns on the project, this Agreement creates no obligation on the part of the State to provide funds for the cost overruns.
7. Incurrence of Costs and Release of Funds— The Grantee may not obligate or expend CDBG funds on any activities described in the grant application, except those exempted under 24 CFR Part 58, until the State has approved the Grantee's Request for Release of Funds and related certifications. In no case, without prior written approval by the State, may the Grantee incur costs or expend funds to be paid or reimbursed with CDBG funds. Funds obligated or expended without the State's written approval shall be considered ineligible costs and are not eligible for payment with CDBG funds.
8. Reporting Requirements— The Grantee agrees to complete and submit all reports, in such form and according to such schedule, as may be required by the State.
9. Program Progress— Significant activity must be underway within 6 months of the date of this Agreement unless otherwise approved by the State. If, within 6 months of the date of this Agreement, substantial progress is not being made, the State reserves the right to terminate this Agreement and require the repayment of any CDBG funds provided to the Grantee under this Agreement. Determination of substantial progress will be based on the Grantee's compliance with the Grantee's Implementation Schedule, DCCP P. 1, as approved by DCCP.
10. Project Completion— All activities are expected to be completed within 24 months of the date of Grant Award. Unless otherwise defined by the State, completion is the final documentation of funds expended, accomplishment of National Objectives, and receipt by the State of the Grantee's Close-out Report. Future funding may be contingent upon timely and acceptable compliance with this Agreement. Extensions to program periods may be made at the discretion of the State.
11. Change of the Use of Real Property— Unless the Grantee obtains prior written approval from the State, there may be no change in the use or planned use of any real property acquired in whole or in part or improved in whole or in part using CDBG funds in excess of \$25,000. This requirement shall apply from the date the CDBG funds are first spent for the property or the improvement until five years after final close-out of the CDBG grant from which the Assistance was provided.
12. Copyright— Except as otherwise provided in this Agreement, the Grantee or any third party or contractor paid through this grant is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this grant. However, HUD and the State reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal government and State purposes, the copyright in any work developed under this grant or through a contract under this grant, and any rights of copyright in which a subgrantee or contractor purchases ownership with grant support. The Federal government's rights and the State's rights identified above must be conveyed to the publisher, and the language of the publisher's release form must ensure the preservation of these rights.

13. Prohibition Against Payments of Bonus or Commission The Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining State approval of the application for such assistance, or State approval of applications for additional assistance, or any other approval or concurrence of the State required under this Agreement, the ACT or HUD regulations with respect thereto. However, reasonable fees for bona fide technical, consultational, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.
14. Ownership Title to property acquired in whole or in part with grant funds shall be vested in the Grantee, subject to divestment by the State, where its use for approved community development activities is discontinued. Grantees should exercise caution in the use, maintenance, protection, and preservation of such property. The Grantee must submit, in the form prescribed by the State, a list of all non-expendable property acquired with CDBG funds pursuant to this Grant Agreement at the time of close-out, and the Grantee must agree to be subject to audit by the State or its duly authorized representatives for verification of the information. A physical inventory must be conducted every two years for the life of the property.
15. Maintenance of Records Records for non-expendable property purchased totally or partially with Assistance provided under the Agreement must be retained for three years after final disposition of the property. All other pertinent grant records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after the final grant close-out. However, if any litigation, claim, or audit is started before the expiration of the three year period, then all records must be retained for three years after the litigation, claim, or audit is resolved.
16. Access All records with respect to all matters covered by this Agreement shall be made available at any time for audit and inspection by HUD, the State, or their representatives upon request.
17. Confidential Information Any reports, information, data, etc., given to, prepared by, or assembled by the Grantee under this Agreement, which the State requests to be kept confidential, shall not be made available to any individual or organization by the Grantee without prior written approval of the State.
18. Obligations of Grantee with Respect to Certain Third Party Relationships The Grantee shall remain fully obligated under the provisions of the Agreement notwithstanding the Grantee's designation of, or contract with, any third party or parties for the undertaking of all or any part of this Agreement. The Grantee shall require that any such third party comply with all applicable requirements of this Agreement.
19. Conflict of Interest The Grantee shall comply with the more restrictive provisions of 24 CFR Part 85.16, 24 CFR Part 570.631, or the Code of Laws of South Carolina Section 8-11-100 et seq., as applicable.
20. Sanctions If the Grantee does not comply with the provisions of this Agreement, the State may take any or all of the following actions: require repayment of all or a portion of any Assistance provided; require the Grantee to take corrective actions to comply with this Agreement; cancel, terminate, or suspend, in whole or in part, the Assistance in this Agreement; or refrain from extending any further assistance to the Grantee until such time as the Grantee is in full compliance.
21. Liability The Grantee agrees to repay to the State, upon demand by the State, moneys equal to the amount of the CDBG funds provided to the Grantee pursuant to this Agreement which the State has determined that the Grantee, its agents or assigns, have caused to be advanced and/or expended in violation of this Agreement or in violation of any Federal, State, or local laws or policies governing the use of CDBG funds.

This provision also applies to any monies determined by the State to be income generated by funds provided to the Grantee pursuant to this Agreement. The State is the sole arbiter in all matters concerning the eligibility of costs and the interpretation of the provisions of law, statute and policy, as well as the terms and conditions of this Agreement, except to the extent that the State's prerogative may be superseded by the Federal government or by a Court of Law having jurisdiction over such matters.

22. Termination of the Agreement: The State may, upon written notification to the Grantee, terminate all or part of the funding to be provided pursuant to this Agreement for failure to comply with the terms and conditions of this Agreement. This Agreement may also be terminated, in whole or in part, with the mutual consent of the State and the Grantee, upon written notification.
23. Terms and Conditions: The State reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the Federal regulations and laws governing the State's Community Development Block Grant Program.
24. Severability: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.
25. Indemnification: The State shall not be liable for failure on the part of the Grantee or any other party to perform all work in accordance with all applicable laws and regulations. The Grantee agrees to defend, indemnify, and hold harmless the State from and against all claims, demands, judgments, damages, actions, causes of actions, injuries, administrative orders, consent agreement and orders, liabilities, penalties, costs, and expenses of any kind whatsoever, including, without limitation, claims arising out of loss of life, injury to persons, property, or business or damage to natural resources in connection with the activities of the Grantee and any other third parties in a contractual relationship with the Grantee, or a subsidiary, whether or not occasioned wholly or in part by any condition, accident, or event caused by any act or omission of the State as a result of the Assistance.
26. Venue: In addition to the previously cited Federal Laws and Regulations, this Grant Agreement is also made under and shall be construed in accordance with the laws of the State of South Carolina. By executing this grant, the Grantee also agrees to submit to the jurisdiction of the courts of the State of South Carolina or the appropriate Federal courts for all matters arising or to arise hereunder.

DEPARTMENT OF COMMERCE  
Division of Community Grant Programs  
1123 Lady Street, Suite 700, Post Office Box 927  
Columbia, South Carolina 29201

GRANT AWARD

Grantee: Oconee County Date of Award: June 14, 2001  
Grant Title: 2000 Regional Planning Grant  
Grant Period: 06/01 - 06/03 Project Category: Regional Planning Grants  
Grant No.: 4-P-00-001 Award Amount: \$50,000

In accordance with the provisions of Title I of the Housing and Community Development Act of 1974 (P.L. 93-383), as amended and on the basis of the grant application submitted, the Department of Commerce, Division of Community Grant Programs (DCGP) hereby awards funds to the above named Grantee a grant, in the amount shown above, for the projects specified in the application and within the purposes and categories authorized. The acceptance of this award creates a contract between the State of South Carolina and the Grantee legally binding the Grantee to carry out the activities set forth in the approved grant application in accordance with the terms and conditions of the Grant Agreement. All contracts to be paid in whole or in part with funds from this grant must be submitted to DCGP for approval prior to execution. The special conditions for this grant, if any, are as follows:

1. The grantee must send the CDBG administrator or other appropriate personnel to all CDBG training sponsored by DCGP, unless attendance is waived.

This contract shall become effective, as of the date of award, upon return of two copies of this grant award which have been signed in the space provided below. Both copies must have original signatures and must be returned within 15 days from the date above.



Bonnie Ammons, Director

ACCEPTANCE FOR THE GRANTEE:

\_\_\_\_\_  
Signature of Official with authority to execute this contract

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type Name and Title of Authorized Official

ATTEST:

\_\_\_\_\_  
Signature of Elected City or County Council Member      Signature of Elected City or County Council Member

CFDA NO: 14.228

# OCONEE COUNTY FINANCE DEPARTMENT

## MEMORANDUM

**TO:** Opal Green  
**CC:** Phyllis E. Lombard, Finance Director  
Ann H. Hughes, Supervisor-Chair  
Melissa Brown, Budget and Grant Supervisor  
Oconee County Council Members  
Tom Hendricks, Planning Director  
Jim Alexander, Economics Director  
**FROM:** Linda Shugart  
**DATE:** June 28, 2001  
**SUBJECT:** Tobacco Grants

Please find attached two applications for requests for funding from the SC Department of Commerce. On March 22, 2001, the Tobacco Settlement Revenue Management Authority closed the sale of its \$934,530,000 Tobacco Settlement Asset-Backed Bonds. The SC Department of Commerce has received \$79 million from the tobacco lawsuit settlement for the Water and Wastewater Infrastructure Fund. The project criterion was presented as information to Council at the May 15<sup>th</sup> meeting.

The first application is for the Richland Creek Trunkline Sewer Project in the amount of \$2,722,268. This project involves construction of a sewer line from the existing Halfway Branch Lift Station on SC Highway 28, (between West Union and Seneca), and will run south along Richland Creek, and connect to an existing gravity sewer line at US Highway 123 between Seneca and Westminster.

The second application is the I-85 Industrial Park Project in the amount of \$8,390,884. This project will promote industrial and commercial development along I-85, SC-182 and SC-59.

Both projects meet specific criteria of the WWIF to develop industrial-grade water and sewer facilities that serve key sites and corridors with high potential for job creation and private investment. The total amount of funding requested is \$11,113,152.

Please place the attached items on the July 10, 2001, Oconee County Council meeting agenda. Should you need additional information, please do not hesitate to call me.

LINDA SHUGART, GRANTS COORDINATOR

APPLICATION FOR FUNDING  
 TOBACCO SETTLEMENT REVENUE MANAGEMENT AUTHORITY ACT  
 WATER & WASTEWATER INFRASTRUCTURE FUND  
 SC DEPARTMENT OF COMMERCE

**BLOCK 1: CONTROL INFORMATION**  
 APPLICATION # \_\_\_\_\_

(STATE OFFICE USE ONLY)

GRANT # \_\_\_\_\_ GRANT PERIOD \_\_\_\_\_ AWARD DATE \_\_\_\_\_

**BLOCK 2: PROJECT TITLE:** Geonce County I-85 Industrial Park

**BLOCK 3: APPLICANT INFORMATION**

APPLICANT NAME & ADDRESS  
Ann H. Hughes, Geonce County Supervisor  
Geonce County Administrative Office  
415 South Pine Street  
Walhalla, SC ZIP CODE 29691  
 TELEPHONE: (864) 638-4236  
 FAX #: (864) 718-1022  
 EMAIL ADDRESS: ahughes@coonce.sc.gov

**BLOCK 4: FUNDING SOURCE**

FUNDS REQUESTED	AMOUNT
	<u>\$8,390,884.00</u>
OTHER FUNDS:	_____
GRAND TOTAL	<u>\$8,390,884.00</u>
*IDENTIFY SOURCES:	_____
_____	_____
_____	_____

**BLOCK 5: GENERAL INFORMATION**

**1. CONGRESSIONAL/STATE DISTRICT NUMBER:**  
 Congressman \_\_\_\_\_ State Senator \_\_\_\_\_ State Representative \_\_\_\_\_  
 District # 3 District # 3 District # 1  
 Name: Lindsay Graham Name: Thomas Alexander Name: Gresham Barrett

**BLOCK 6: CONTACT PERSON**

NAME: Ann H. Hughes TITLE: Geonce County Supervisor  
 ADDRESS: 415 South Pine Street, Walhalla, SC  
 TELEPHONE #: (864) 638-4236 FAX: (864) 718-1022 ZIP CODE: 29691

**BLOCK 7: PROJECT**

Geonce County I-85 Industrial Park. The purpose of this  
project is to provide sewer to an underdeveloped area of the County along three major highway

**BLOCK 8: AUTHORIZED SIGNATURE**

Ann H. Hughes, Geonce County Supervisor  
 TYPED NAME & TITLE OF CHIEF EXECUTIVE/ADMINISTRATIVE OFFICIAL  
  
 SIGNATURE  
6/27/01  
 DATE

04/24/2001

-MAF (S) 12-0010 w/1/000000

GOVERNMENTAL ENTITY'S CERTIFICATE OF ELIGIBILITY

Name of Governmental Entity: Quinn County

Address of Governmental Entity: 415 South Pine Street, Walhalla, SC 29691

Governmental Entity is a (check one):

Municipality, referendum to enter utility business conducted on \_\_\_\_\_

County, referendum to enter utility business conducted on 04/13/76

Special Purpose District

Other (specify) \_\_\_\_\_

**THE GOVERNMENTAL ENTITY HEREBY CERTIFIES**, pursuant to Sections 141-150 of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury regulations adopted thereunder (the "Regulations") as follows:

1. If the Governmental Entity is a County or Municipality, attached hereto is a true, correct and complete copy of all documents relating to the authorization, occurrence and results of a referendum held pursuant to Article VIII of the South Carolina Constitution relating to the Governmental Entity's entering the utility business.
2. If the Governmental Entity is a special purpose district, attached hereto is a true, correct and complete copy of all legislation pursuant to the provisions of which the special purpose district was created and established.
3. The project (the "Project"), the costs of which are being defrayed in whole or in part with the proceeds of the grant or convertible grant (either, the "Grant") from the Department of Commerce (the "Department") was not authorized as a project under the provisions of Section 13-1-45 of the 1976 Code by the governing body of the Governmental Entity prior to November 15, 2000.
4. Proceeds of the Grant will be used by the Governmental Entity to pay for costs of the Project ("Project Costs") which constitute capital expenditures paid or incurred after March 8, 2001. The expenditure to be reimbursed was paid by the Governmental Entity not earlier than eighteen months prior to the date of such reimbursement.
5. The Governmental Entity will use proceeds of the Grant only to finance Project Costs which constitute "capital expenditures" as defined in Section 1.150-1(d) of the Regulations. Generally, a capital expenditure constitutes any cost of a type that is properly chargeable to the capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Section 1.150-2(c)) under general federal income tax principles.



6. The Grant will be structured as a "draw down" financing for the payment or reimbursement of Project Costs as described above. The Governmental Entity does not reasonably expect to invest any of the proceeds of the Grant in any investment. The Governmental Entity hereby agrees that proceeds of the Grant will be used only to pay for all or a portion of the Project Costs and will make no investment of such funds.

7. All property provided by the Grant will be owned by the Governmental Entity and will be used solely by the Governmental Entity in accordance with its governmental purpose. The property provided with the proceeds of the Grant will be available for use by the general public. Non-governmental entities will not have any preferential rights pursuant to any arrangements to use such property or the services provided by the Governmental Entity through the use of such property for their private trades or businesses on a basis different from the use thereof by the general public. Specifically, the Governmental Entity has disclosed to the Department all contractual arrangements with any non-governmental entities providing for use of the utility system of which the Project will be a part which have a term (including renewal options at the election of such non-governmental entity) greater than 90 days. The Governmental Entity hereby covenants not to enter into any such arrangements during the term of the Grant agreement. Such arrangements generally include take or pay contracts or requirements contracts, minimum billing arrangements, management contracts, leases, or capacity reservation arrangements. The Governmental Entity will not loan the proceeds of the Grant to any non-governmental person.

WITNESS MY HAND this 27 day of June, 2001.

Name of Governmental Entity

Oconee County

By

Alan H. Deffen

(Title)

Oconee County Supervisor

Attachments

Proceedings regarding referenda or legislation

## DETAILED BUDGET ANALYSIS

Provide a detailed description of all activities in the project area and the source of funding.

Attach a preliminary engineering report

For any moneys that are not to be obtained from the Water and Wastewater Infrastructure Fund, and that are to be part of the project funding package, attach proof of the funding commitment.

ACTIVITY NAME (BUDGET CATEGORY TITLE)	FUNDING Source	Amounts
<b>Area A</b>		
16" Gravity sewer line	Grant	1,691,250.00
8" Gravity sewer line	"	1,239,000.00
10" Forcemain	"	307,800.00
Other Road Boxes	"	20,000.00
Creek crossings		40,000.00
Pumpstation		175,880.00
<b>Area B</b>		
8" Gravity line	Grant	147,500.00
6" Forcemain	"	47,000.00
Road bore under I-85	"	30,000.00
Creek crossing	"	5,000.00
Pumpstation	"	120,000.00
<b>Area C</b>		
8" Gravity line	Grant	174,000.00
8" Forcemain	"	60,000.00
Creek crossing	"	5,000.00
Pumpstation	"	150,000.00
<b>Area D</b>		
8" Gravity line	Grant	90,000.00
10" Gravity line	"	300,000.00
Road bore under Highway I-85	"	30,000.00
Other road bores	"	5,000.00
Creek Crossing	"	5,000.00
500,000 gal/day wastewater treatment plant	"	2,000,000.00
Easements and Land Acquisition	Grant	100,000.00
Construction contingency (10%)	Grant	661,155.00
Engineering/Construction Observation	"	872,724.60
Legal Fees		145,454.10
<b>COST ESTIMATE DATE AND SOURCE</b>		
Goldie & Associates 210 W. North Second Street Seneca, SC 29678 June 27, 2001	<b>WATER AND WASTEWATER INFRASTRUCTURE FUND TOTAL</b>	8,390,883.70
	<b>OTHER FUNDS TOTAL</b>	
	<b>TOTAL PROJECT COST</b>	8,390,883.70

## NARRATIVE

1. Provide a detailed description of the project's purpose or problem to be solved by funding, and the need for assistance.

The purpose of this project is to provide wastewater treatment for a proposed Industrial Park, and to extend sewer trunklines along three major highways. This project will promote commercial and industrial development along I-85, SC-182 and SC-59, (approx. 19,600 acres).

The County plans to locate the Industrial Park in the underdeveloped, high visibility area along the I-85 corridor, in the southern part of the county. In order to accomplish this, a new wastewater treatment plant will have to be designed and constructed. It is the County's intent that this project will attract new industries in an effort to replace the many jobs that have been lost due to several recent plant closings.

2. Are any other funds committed to this project? How will they be used with the Grant to accomplish the proposed solution? When will other funds pledged to the project be available?

No other funds are available for this project.

3. Is there any other contingency, activity or development or other event which must happen simultaneously or in conjunction with this project? (E.g., funds, industrial land acquisition or development, etc?) If so, briefly describe the status of these commitments, and an estimated schedule for their completion including status of SCDHEC's approval.

Not applicable

Preliminary Engineering Report  
FOR  
Oconee County Waste Water Treatment Plant  
FOR  
Proposed Industrial Park

June 27, 2001

Prepared for

Oconee County  
150 S. Pine Street  
Walhalla, SC 29691

Prepared by

Gardie & Associates  
210 N. North Second St.  
Seneca, SC 29678

G&A project # 22.33

## Purpose

The purpose of this report is to present the engineering information necessary to obtain grant funds for design and construction of a wastewater treatment plant, pump stations, and gravity sewer trunklines for a proposed industrial park along the I-85 corridor in Oconee County. The intent of this project is to provide sewer to an underdeveloped area of the County along three major highways in the County.

## Background Information

Currently Oconee County operates, through the Oconee County Sewer Commission, the Congress Wastewater Treatment Plant. This plant serves the three main municipal areas in the County, Seneca, Walhalla, and Westminster. In order to attract new industries into the County to replace the many jobs that have been lost in recent past due to plant closings, the County wishes to develop an industrial park. It is the County's desire to locate the proposed industrial park in an underdeveloped, high visible area along the I-85 corridor in the southern part of the County. In order to accomplish this, a new wastewater treatment plant will need to be designed and constructed.

## Scope of the Project

The purpose of this project is to provide wastewater treatment for a proposed industrial park, and to extend sewer trunklines up three major highways. The highways targeted include Highway I-85, SC Highway 39 and SC Highway 182. With this in mind, the southern region of the County was analyzed by evaluating the watersheds and by locating large tracts of land within two miles of the interstate. Watersheds that were predominately already developed with residential homes that were currently on septic tanks were not considered. Please see the attached site plan showing the proposed system and the potential industrial sites. This layout includes a wastewater treatment plant near I-85, three pump stations, and the necessary trunk lines to meet the project objectives. This proposed infrastructure will open up approximately 19,600 acres to wastewater treatment where there is currently none available. Future gravity extension can be added to this proposed plan at a later date.

## Environmental Impact

Oconee County feels that the proposed system should not have any significant environmental impact due to the advanced treatment technologies that will be implemented. The environmental impact during construction should be minimal. Best management practices as prescribed by the SCDHEC Industrial Stormwater section will be followed to minimize soil erosion during construction. The plans will be submitted to this section of DHEC for review during the design process. Stream crossing will be constructed in a manner to limit downstream disturbance. The Corps of Engineers will review the plans for compliance with their standards.

### Project Cost Estimate:

Appendix one is an opinion of the probable costs for the proposed system. Construction Costs are based on recently bid projects of similar nature in the Upstate of South Carolina and vendor information.

### Other Considerations

It is important to note that this proposed system will open up areas for commercial and industrial development predominately along the I-85, SC-182 and eventually along SC-59. Future phase will open up areas along SC Highway 24. It is not the County's intention to extend sewer trunklines into the Scenic Highway 11 corridor. This will balance the need for industrial growth and jobs while at the same time protecting the natural beauty of the Oconee County.

## APPENDIX I

### Preliminary Cost Estimates for Wastewater Treatment Plant for the Proposed Industrial Park

Goldie & Associates Project # 22.33  
June 27, 2001

Area A		Quantity	Unit	Unit Price	Total Price
1	16" Gravity Sewer Line	30750	LF	\$55.00	\$1,691,250.00
2	8" Gravity Sewer Line	41300	LF	\$30.00	\$1,239,000.00
3	10" Forcemain	17100	LF	\$18.00	\$307,800.00
4	Other Road Bores	4	EA	\$5,000.00	\$20,000.00
5	Creek Crossings	8	EA	\$5,000.00	\$40,000.00
6	Pumpstation	1	LS	\$175,000.00	\$175,000.00
Area B		Quantity	Unit	Unit Price	Total Price
7	8" Gravity Line	4750	LF	\$30.00	\$142,500.00
8	6" Forcemain	3030	LF	\$14.00	\$42,000.00
9	Road Bore Under I-85	200	LF	\$150.00	\$30,000.00
10	Creek Crossing	1	EA	\$5,000.00	\$5,000.00
11	Pumpstation	1	LS	\$120,000.00	\$120,000.00
Area C		Quantity	Unit	Unit Price	Total Price
12	8" gravity Line	5800	LF	\$30.00	\$174,000.00
13	8" forcemain	2500	LF	\$16.00	\$40,000.00
14	Creek Crossing	1	EA	\$5,000.00	\$5,000.00
15	Pumpstation	1	LS	\$150,000.00	\$150,000.00
Area D		Quantity	Unit	Unit Price	Total Price
16	18" gravity Line	3000	LF	\$30.00	\$90,000.00
17	10" gravity line	7500	LF	\$40.00	\$300,000.00
18	Road Bore under Highway I-85	200	LF	\$150.00	\$30,000.00
19	Other Road Bores	1	EA	\$5,000.00	\$5,000.00
20	Creek Crossing	1	EA	\$5,000.00	\$5,000.00
21	500,000 gpd/day Waste Water Treatment Plant	1	LS	\$2,000,000.00	\$2,000,000.00
Subtotal Construction Cost Estimate					\$8,611,550.00
Construction Contingency (12%)					\$861,155.00
Total Construction Cost Estimate					\$7,772,705.00
Engineering and Construction observation (12% +/-)					\$872,724.60
Legal Fees (2% +/-)					\$145,454.10
Easements and Land Acquisition					\$100,000.00
Total Estimated Project Costs					\$8,390,883.70

APPLICATION FOR FUNDING  
TOBACCO SETTLEMENT REVENUE MANAGEMENT AUTHORITY ACT  
WATER & WASTEWATER INFRASTRUCTURE FUND  
SC DEPARTMENT OF COMMERCE

**BLOCK 1: CONTROL INFORMATION**  
APPLICATION # \_\_\_\_\_

(STATE OFFICE USE ONLY)

GRANT # \_\_\_\_\_ GRANT PERIOD \_\_\_\_\_ AWARD DATE \_\_\_\_\_

**BLOCK 2: PROJECT TITLE:** \_\_\_\_\_

**BLOCK 3: APPLICANT INFORMATION**

APPLICANT NAME & ADDRESS:

Ann H. Hughes, Boonee County Supervisor

Boonee County Administrative Office

415 South Pine Street

Walhalla, SC ZIP CODE 29691

TELEPHONE: (864)638-4236

FAX #: (864)718-1022

EMAIL ADDRESS: ahughes@boonee.sc.gov

**BLOCK 4: FUNDING SOURCE**

FUNDS REQUESTED

AMOUNT

\$2,722,268.00

OTHER FUNDS:

GRAND TOTAL

\$2,722,268.00

\*IDENTIFY SOURCES:

**BLOCK 5: GENERAL INFORMATION**

**A CONGRESSIONAL/STATE DISTRICT NUMBER**

Congressman

State Senator

State Representative

District # 3

District # 3

District #: 3

Name: Lindsey Graham

Name: Thomas Alexander

Name: Gresham Barrett

**BLOCK 6: CONTACT PERSON**

NAME: Ann H. Hughes

TITLE: Boonee County Supervisor

ADDRESS: 415 South Pine Street, Walhalla, SC 29691

TELEPHONE: (864)638-4236

FAX: (864)718-1022

ZIP CODE: 29691

**BLOCK 7: PROJECT**

Richland Creek Gravity Sewer

**BLOCK 8: AUTHORIZED SIGNATURE**

Ann H. Hughes, Boonee County Supervisor  
TYPE NAME & TITLE OF CHIEF EXECUTIVE/ADMINISTRATIVE OFFICIAL

*Ann H. Hughes*  
SIGNATURE

06/25/01  
DATE



GOVERNMENTAL ENTITY'S CERTIFICATE OF ELIGIBILITY

Name of Governmental Entity Georgetown County

Address of Governmental Entity: 415 South Pine Street, Walhalla, SC 29691

Governmental Entity is a (check one)

Municipality, referendum to enter utility business conducted on \_\_\_\_\_

County, referendum to enter utility business conducted on 04/13/76

Special Purpose District

Other (specify) \_\_\_\_\_

**THE GOVERNMENTAL ENTITY HEREBY CERTIFIES**, pursuant to Sections 141-150 of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury regulations adopted thereunder (the "Regulations") as follows:

1. If the Governmental Entity is a County or Municipality, attached hereto is a true, correct and complete copy of all documents relating to the authorization, occurrence and results of a referendum held pursuant to Article VIII of the South Carolina Constitution relating to the Governmental Entity's entering the utility business.

2. If the Governmental Entity is a special purpose district, attached hereto is a true, correct and complete copy of all legislation pursuant to the provisions of which the special purpose district was created and established.

3. The project (the "Project"), the costs of which are being defrayed in whole or in part with the proceeds of the grant or convertible grant (either, the "Grant") from the Department of Commerce (the "Department") was not authorized as a project under the provisions of Section 13-1-45 of the 1976 Code by the governing body of the Governmental Entity prior to November 15, 2000.

4. Proceeds of the Grant will be used by the Governmental Entity to pay for costs of the Project ("Project Costs") which constitute capital expenditures paid or incurred after March 8, 2001. The expenditure to be reimbursed was paid by the Governmental Entity not earlier than eighteen months prior to the date of such reimbursement.

5. The Governmental Entity will use proceeds of the Grant only to finance Project Costs which constitute "capital expenditures" as defined in Section 1.150-1(d) of the Regulations. Generally, a capital expenditure constitutes any cost of a type that is properly chargeable to the capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Section 1.150-2(c)) under general federal income tax principles.

6 The Grant will be structured as a "draw down" financing for the payment or reimbursement of Project Costs as described above. The Governmental Entity does not reasonably expect to invest any of the proceeds of the Grant in any investment. The Governmental Entity hereby agrees that proceeds of the Grant will be used only to pay for all or a portion of the Project Costs and will make no investment of such funds.

7 All property provided by the Grant will be owned by the Governmental Entity and will be used solely by the Governmental Entity in accordance with its governmental purpose. The property provided with the proceeds of the Grant will be available for use by the general public. Non-governmental entities will not have any preferential rights pursuant to any arrangements to use such property or the services provided by the Governmental Entity through the use of such property for their private trades or businesses on a basis different from the use thereof by the general public. Specifically, the Governmental Entity has disclosed to the Department all contractual arrangements with any non-governmental entities providing for use of the utility system of which the Project will be a part which have a term (including renewal options at the election of such non-governmental entity) greater than 90 days. The Governmental Entity hereby covenants not to enter into any such arrangements during the term of the Grant agreement. Such arrangements generally include take or pay contracts or requirements contracts, minimum billing arrangements, management contracts, leases, or capacity reservation arrangements. The Governmental Entity will not loan the proceeds of the Grant to any non-governmental person.

WITNESS MY HAND this 25 day of June, 2001

Name of Governmental Entity Deecee County

By *Ann H. Hughes*

(Title) Deecee County Supervisor

Attachments

Proceedings regarding referenda or legislation.

## NARRATIVE

1. Provide a detailed description of the project's purpose or problem to be solved by funding, and the need for assistance. Geesee County has been notified recently by six major industrial manufacturing plants in the Blue Ridge Boulevard (US Highway 28) area north of Seneca that they plan to significantly increase the number of employees in order to insure production demands are met. These industrial plants currently employ over one thousand personnel and are planning to add more than 215 employees. To support these industrial jobs, improvements to the sewer system are essential. Currently, this area of the county is being served by two lift stations. One is Halfway Branch Lift Station owned and operated by Geesee County Sewer Commission (GCSC). The other is Seneca Light & Water's Lift Station #10 (Sewell Lift Station).

Even though these lift stations have additional capacity, the sewage is being pumped into an existing gravity system that is already operating at capacity. This effluent gravity line discharges into the Perkins' Creek drainage basin trunk line which serves most of the City of Seneca. Also, the Perkins' Creek line is at capacity, and at some locations another line has had to be paralleled with it to prevent overflows. Therefore, the recommendation is to serve these expanding industries with a new gravity sewer system along the Richland Creek drainage basin.

There are no funds available for this project other than grants.

2. Are any other funds committed to this project? How will they be used with the Grant to accomplish the proposed solution? When will other funds pledged to the project be available?

There are no other funds available for this project.

2

3. Is there any other contingency activity or development or other event which must happen simultaneously or in conjunction with this project? (E.g., funds, industrial land acquisition or development, etc.) If so, briefly describe the status of these commitments, and an estimated schedule for their completion including status of SCDHEC approval.

Not Applicable

# DETAILED BUDGET ANALYSIS

Provide a detailed description of all activities in the program, work and the source of funding.

Attach a preliminary engineering report.

For any moneys that are not to be obtained from the Water and Wastewater Infrastructure Fund, and that are to be part of the project funding package, attach print of the funding commitment.

ACTIVITY NAME (BUDGET CATEGORY) TITLE	FUNDING Source	Amounts
Mobilization	Grant	10,000.00
Grassing	"	18,000.00
16" DIP Pipe	"	1,000,000.00
10" PVC Pipe	"	673,500.00
Manholes	"	227,500.00
Creek Crossings	"	36,000.00
Roadway Bore	"	35,000.00
Highway Bore	"	90,000.00
Pavement repair	"	6,400.00
Ties existing Marsh	"	3,000.00
Silt fencing	"	98,000.00
	<b>Total Construction Cost:</b>	<b>2,149,400.00</b>
Engineering Design (7%)		150,458.00
Engineering Construction (Observation) (5%)		107,470.00
Land Easements		50,000.00
Contingency (10%)		214,940.00
Legal Fees "		50,000.00
<b>COST ESTIMATE DATE AND SOURCE</b>		
June 4, 2001	WATER AND WASTEWATER INFRASTRUCTURE FUND TOTAL	2,722,268.00
Goode & Associates	OTHER FUNDS TOTAL	0
Seneca, SC	<b>TOTAL PROJECT COST</b>	<b>2,722,268.00</b>

**RICHLAND CREEK GRAVITY SEWER  
PRELIMINARY ENGINEERING REPORT  
Project #41.15**

January 23, 1998

Prepared For:

Oconee County Sewer Commission  
623 Return Church Road  
Seneca, South Carolina 29678  
(864) 972-3900

Prepared By

Goldie & Associates  
210-A West North Second Street  
Seneca, South Carolina 29678  
(864) 882-8194  
FAX (864) 882-0851

rlph/nose/per

## RICHLAND CREEK GRAVITY SEWER PRELIMINARY ENGINEERING REPORT

### • PURPOSE

Oconee County has been notified recently by six major industrial manufacturing plants in the Blue Ridge Boulevard (US Highway 28) area north of Seneca that they plan to significantly increase the number of employees in order to insure production demands are met. These industrial plants currently employ over one thousand and are planning to add more than 215 employees. To support these industrial jobs, improvements to the sewer system are essential. Currently, this area of the county is being served by two lift stations. One is Halfway Branch Lift Station owned and operated by Oconee County Sewer Commission (OCSC). The other is Seneca Light & Water's Lift Station #10 (Kendall Lift Station).

Even though these lift stations have additional capacity, the sewage is being pumped into an existing gravity system that is already operating at capacity. This eight inch gravity line discharges into the Perkin's Creek drainage basin trunk line which serves most of the City of Seneca. Also, the Perkin's Creek line is at capacity, and at some locations another line has had to be paralleled with it to prevent overflows. Therefore, the recommendation is to serve these expanding industries with a new gravity sewer system along the Richland Creek drainage basin.

### • GENERAL INFORMATION

As shown on the enclosed sewer location map, the proposed gravity sewer will begin at the existing Halfway Branch lift station on South Carolina Highway 28 between West Union and Seneca, run south along Richland Creek, and connect to an existing gravity sewer line at U.S. Highway 123 between Seneca and Westminster. This proposed gravity sewer will serve Johnson Controls, Square D, HIS Stamping, and Piedmont Textile, all of which now discharge to the existing Halfway Branch lift station.

The proposed gravity sewer will have a branch that connects to the existing Kendall lift station. This trunk line will serve Kendall Industries. A second branch will extend from Richland Creek and tie directly to Parkway Products.

The sewer route shown on the sewer location map will require at least one creek crossing. Additional crossings may be required by site conditions. Creek crossing designs will likely consist of ductile iron pipe and will pass either below the creek, encased in concrete, or elevated above the creek by concrete piers. A SCDOT

12/18/97/0000/0000

encroachment permit will be obtained for all work inside the Right-of-Ways of State Highway 28 and U.S. Highway 123. The gravity sewer will cross two state secondary roads, SC 13 (Richland Road) and SC 135, two county roads, and SC Highway 28. Encroachment permits will be obtained to cut or bore under the state roads. The sewer will also cross the Norfolk Southern railroad line, plus a potential abandoned railroad grade. A permit to bore under the railroad will be obtained from Norfolk Southern.

Since the sewer line will run along Richland Creek, it will be dependent upon the natural fall of Richland Creek to provide sufficient slope to meet Ten State Standards. Based upon available aerial photographs (1"=200') with 5 foot contour overlays, the flattest portion of the proposed route appears to have a 5 foot drop over a distance of 2,900 feet. This provides a minimum slope of 0.17%, which slightly exceeds the Ten State Standard of 0.15% for a 15" line.

#### \* ENVIRONMENTAL IMPACT

The environmental impact to the area should be minimal. Best management practices as prescribed by the SC DHEC Industrial Stormwater section will be followed to minimize soil erosion due to the construction of the sewer line. The plans will be submitted to this DHEC section for review during the design process. The stream crossings will be constructed in a manner to limit downstream disturbance.

HALFWAY BRANCH LIFT STATION

PARKWAY PRODUCTS

Bounty Land

KENDALL COMPLEX

PROPOSED 15" PVC RICHLAND CREEK  
SEWER TRUNK LINE

PROPOSED 10" PVC PARKWAY BRANCH

PROPOSED 10" PVC KENDALL BRANCH

RICHLAND CREEK SEWER LINE EXTENSION  
OCONEE COUNTY, SC  
PROJECT # 0041.015  
GOLDBE & ASSOCIATES, INC.  
SENECA, SC

EXISTING 15" SEWER LINE





JUN 06 2001

**Project Cost Estimate**

The following costs are anticipated for the development of this project:

**Construction Costs:**

Description	Quantity	Unit	Unit Price	Total Cost
Mobilization	1	LS	\$10,000.00	\$10,000.00
Grassing	12	AC	\$1,500.00	\$18,000.00
16" DIP Pipe	20,000	LF	\$50.00	\$1,000,000.00
10" PVC Pipe	18,100	LF	\$35.00	\$633,500.00
Manholes	130	EA	\$1,750.00	\$227,500.00
Creek Crossings	6	EA	\$6,000.00	\$36,000.00
Railroad Bore	200	LF	\$175.00	\$35,000.00
Highway Bore	600	LF	\$150.00	\$90,000.00
Pavement Repair	80	SY	\$80.00	\$6,400.00
Tie to Existing Manhole	2	EA	\$1,500.00	\$3,000.00
Silt Fencing	30,000	LF	\$3.00	\$90,000.00

Total Construction Cost: \$1,149,400.00

Engineering Design (7%)	\$150,458.00
Engineering Construction Observation (5%)	\$107,470.00
Land Easements	\$50,000.00
Contingency (10%)	\$214,940.00
Legal Fees	\$50,000.00

Total Project Cost: \$1,722,268.00

Project Costs revised June 4, 2001

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESOLUTION 2001-25

WHEREAS, Mrs. Jean Payne began working in the Oconee County Law Enforcement Center August 22, 1979; and

WHEREAS, Mrs. Payne retired from her position as Administrative Assistant to the Captain in the Oconee County Law Enforcement Center after twenty-one years of service to the citizens of Oconee County; and

WHEREAS, Mrs. Payne has performed the duties assigned to her in a professional and courteous manner; and

WHEREAS, the members of the Oconee County Council for themselves individually, and as a body, and on behalf of the citizens of Oconee County desire to express to Mrs. Payne their heartfelt thanks and appreciation for the many hours of service and effort which she has given the Oconee County Law Enforcement Center and the citizens of Oconee County.

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

*"OCONEE COUNTY COUNCIL RECOGNIZES THE MANY HOURS AND SACRIFICES MADE BY MRS. JEAN PAYNE AS AN EMPLOYEE OF THE OCONEE COUNTY LAW ENFORCEMENT CENTER AND DUE TO SUCH UNSELFISH DEVOTION TO HER DUTIES FOR THE PAST TWENTY-ONE YEARS, MRS. PAYNE WILL BE REMEMBERED FOR HER ALTRUISTIC SERVICE TO THE COUNTY AND HER CITIZENS.*

RESOLVED & ADOPTED on first and final reading this nineteenth day of June 2001.

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

\_\_\_\_\_  
Tim O. Hall, District I

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

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

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

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

Attest:

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

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESOLUTION 2001-26

WHEREAS, Mr. Joe Treadway began working with the Oconee County Roads Department April 20, 1996; and

WHEREAS, Mr. Treadway retired June 15, 2001 after five years of service in the Roads Department; and

WHEREAS, Mr. Treadway has performed the duties assigned to him in a professional and courteous manner; and

WHEREAS, the members of the Oconee County Council for themselves individually, and as a body and on behalf of the citizens of Oconee County desire to express to Mr. Treadway their heartfelt thanks and appreciation for the many hours of service and effort which he has given the Oconee County Roads Department and the citizens of Oconee County.

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

*"OCONEE COUNTY COUNCIL RECOGNIZES THE MANY HOURS AND SACRIFICES MADE BY MR. JOE TREADWAY AS AN EMPLOYEE OF THE OCONEE COUNTY ROADS DEPARTMENT AND DUE TO SUCH UNSELFISH DEVOTION TO HIS DUTIES FOR THE PAST FIVE YEARS, MR. TREADWAY WILL BE REMEMBERED FOR HIS ALTRUISTIC SERVICE TO THE COUNTY AND HER CITIZENS."*

RESOLVED & ADOPTED on first and final reading this nineteenth day of June 2001.

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

\_\_\_\_\_  
Tim O. Hall, III, District I

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

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

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

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

Attest:

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

Greg Wales  
1017 Jody Dr  
Seneca, SC 29678

July 5, 2001

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

Dear Ann H. Hughes,

This letter is formal notice of my intentions to resign from my appointment to the Oconee County PRT Commission. I have served on the Commission for seven years officially. During that time, I have seen the highs and lows of the County Parks System. It is with some trepidation that I must leave the Commission, but I no longer have the time or desire to continue. My family and business interests are taking the time that I would otherwise dedicate to the Commission. This resignation is effective August 1, 2001.

Respectfully,



Greg Wales

cc: Harry Hamilton, District Three  
Vickie Satterfield, Oconee County PRT



Oconee County Soil & Water Conservation District

301 West South Broad Street  
Walhalla, South Carolina 29691  
(864) 638-2213

COMMISSIONERS

- George C. Grobusky, Chairman
- Alexander P. "Rex" Ramsay, Vice-Chairman
- Dorothy Lee, Secretary-Treasurer
- Marvin L. Prater
- Lee S. Keese

*my calendar for 7/11 = Alex Ramsay*  
July 3, 2001

Mrs. Ann H. Hughes  
Supervisor-Chair  
Oconee County Council  
415 South Pine Street  
Walhalla, SC 29691

Dear Mrs. Hughes

In reply to your letter of June 20, 2001 regarding appointing a planning task force for economic development, I am honored that you included the Oconee County Soil and Water Conservation District in your plans.

It is my privilege and I feel honored to nominate Alexander P. "Rex" Ramsay to serve on the task force committee.

Thank you for giving us the opportunity to be of service to you.

Yours truly,

*George*  
George C. Grobusky  
Chairman

CC: Commissioners  
File



Providing Quality Services To Local Governments Since 1965.

*Bob  
CC - Council  
Put in a memo  
Business folder for the  
next mtg for me  
A*

June 27, 2001

Ms. Ann H. Hughes  
Supervisor-Chair  
Oconee County Administrative Offices  
415 South Pine Street  
Walhalla, SC 29691

Dear Ann:

Thank you for your letter requesting the recommendation of a Council of Governments representative to the County's Economic Development Planning Task Force. I am pleased to recommend our Planning Director, Steve Pelissier, for your consideration in that regard. I believe Steve's vast experience with regional strategic planning for economic development will help provide the task force with a perspective that will be very beneficial to Oconee County's interests.

We are honored that you have asked us to assist Oconee County in this most critical area. I applaud your leadership in planning for the future and your many other efforts to enhance Oconee County government. Please feel free to call on us for anything we can do that will help.

Best regards,

Robert M. Strother  
Executive Director



School District of Oconee County Administrative Offices

www.oconee.k12.sc.us

North College and East North Broad Streets, P.O. Box 649, Walhalla, SC 29691 • (864) 638-4000 • Fax (864) 638-4031

June 25, 2001

*BTW I put on my list for new members  
7/17*

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

**RE: Education Task Force Committee**

Dear Mrs. Hughes:

I am in receipt of your June 20, 2001, letter requesting that I serve on the **Education Task Force Committee**. I will be happy to serve on the committee to assist the School District of Oconee and the County in any manner that I can.

Thanks very much for the opportunity to be of service.

Sincerely,

Buddy G. Herring  
Superintendent of Education

BGH:iow



**Seneca Light & Water Plant**

Municipal  
P.O. Box 4771  
111 East North First Street  
Seneca, South Carolina 29679  
(864)885-2715  
Fax: 864-889-0553  
www.seneca.sc.us

H. Dewitt Martin  
Interim Director of Utilities

July 18, 2001

Ms. Ann Hughes  
Oconee County Supervisor  
Chair Person/Oconee County Council  
415 S. Pine St.  
Walhalla, SC 29691

Dear Ms. Hughes,

I am enclosing a copy of a letter dated June 18, 2001 and revised July 10, 2001, from Mr. James F. Bivens, P.E. associated with Marziano & Miner, P.A., which outlines ten concerns noted by the County.

The City of Seneca Light and Water Plant agrees to comply with these commitments.

If I can ever be of assistance to you, please don't hesitate to contact me.

Sincerely,

  
H. Dewitt Martin

GPD/lm





MARZIANO & MINIER, P.A.

147A Dublin Square Road

Post Office Drawer 4428

Asheboro, North Carolina 27204-4428

CONSULTING ENGINEERS  
PHONE: (336) 629-3931  
FAX: (336) 629-9932

HIRSH J. MARRIANO, P.E.  
JAMES BEVINS, P.E. (ASST.)  
EVAL R. MINIER, P.E. (RETIRED)

June 18, 2001  
July 10, 2001 (Revised)

Mr. Brad Norton  
339 Bypass 123  
Seneca, SC 29678

Re: Seneca Light and Water Plant - Water Distribution Improvements

Dear Sir:

I have received from Mr. Dewitt Martin with Seneca Light and Water Plant a list of concerns by the County on the above referenced project, where it passes through the existing County Park. Most of these concerns have been covered by our specifications. A copy of these plans and specifications was provided to the County Engineer for their review. However, for your information, I will address each of the concerns and will provide a copy of the section of our specifications that deal with this specific item.

1. All signs and improvements will be replaced to their preconstruction conditions.  
This concern is addressed in our specifications on Page 1A-3 - Restoration, 1E-2 Damage to Existing Property, and 2A-2 Additional Considerations.
2. All ditches will be reconstructed and vegetation reestablished including installation and removal of all temporary sediment control measures.  
We are in receipt of a temporary sediment control permit from the State of South Carolina and will naturally be required to comply with the provisions of this permit. However, our specifications also cover these concerns within the following pages, 1E-2 Erosion Control, 2B-1 Site Grading, 2D-2 on pipe laying, and 2M - Erosion Control.
3. Cutting and patching of roads will be as directed and inspected by the County.  
The cutting and patching of the roads has been set up to comply with the SC Department of Transportation specifications. It is also covered in our specifications on 2C-3 Pavement Cuts and Plan sheet no. 14 - detail no. 10.
4. All damaged roads will be replaced per County requirements.  
This is covered on page 1E-2 on the Damage to Existing Property.
5. All trees removed will be approved by the County and will be completely removed including stumps.  
This is covered in on page 2A-1 Site Clearing and 2A-1 Clearing and Grubbing.

Mr. Brad Norton

Page 2  
June 18, 2001  
July 10, 2001 (revised)

- 6. All disturbed areas will be properly compacted and reestablished.  
This is covered in our specifications on 2C-2 under Compaction and 2C-2 Tearing and also in our specifications section 2M - Erosion Control.
- 7. The wall will be screened by a wood screening fence or vegetation as County direction & to County specifications to be provided by the County.  
We will be glad to plant a vegetative screening around the 8 foot square fenced area.
- 8. All open excavation will be covered that same day.  
We will have no problem complying with this request for all of the pipeline that is to be laid along the travelway. However, that portion of the pipeline that is crossing the County property near its exit from the Lake will need to remain open for the construction of the anchor blocks. However, this area is away from the normal public use and will be well barricaded.
- 9. Construction area access will be controlled by utility fencing or proper barricades.  
This item is covered on page 1B-2 under Security.
- 10. The City of Seneca will guarantee correction of disturbed areas until disturbed areas are permanently reestablished to a condition as good or better as originally found.  
Our construction contractor will be bonded on this project and as such will be required to meet specifications. The contract also calls for a 1-year warranty on all work which includes repair of any disturbed areas that has failed during this one year period.

We would suggest to answer any further concerns that we have a meeting on-site with County personnel as well as the Contractor for the project, City of Seneca personnel, and ourselves. At this meeting we could also discuss staging areas, unloading areas and the handling of traffic during the summer. This meeting would also serve to introduce all members of the project to each other which would open lines of communication between all parties. We would urge you to schedule this meeting as soon as possible this week or next week.

Sincerely yours,  
MARZIANO & MINIER, PA

  
James F. Bivins, P.E.

JFP  
cc: Dewitt Martin, Seneca Light and Water Plant  
Jerry Kirkland, Hobby

**Robert Newmark**  
123 Starboard Tack Drive  
Salem, South Carolina 29676  
Fax 864.944.5228  
Home Phone 864.944.8887  
Email rdn.1@gateway.net  
June 27, 2001


Mrs. Ann H. Hughes  
Supervisor-Chair  
George County Council

*Put on my new business hat*

Dear Mrs. Hughes,

Thank you for your invitation to participate in the Economic Development Task Force committee. I respectfully accept. Mr. Jim Alexander has briefed me on the anticipated formation and objectives of this committee. It is a privilege to have been selected to participate. I assure you I will do my utmost to contribute and enhance our county's planning process.

Sincerely,



Robert Newmark

# HAYNSWORTH SINKLER BOYD, P.A.

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1423 MAIN STREET, SUITE 1200  
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MAIL TO  
Post Office Box 11868  
Columbia, South Carolina 29211-1868

75 DeWitt Road, Suite 1000  
Two Lakes Square  
Post Office Box 2040  
Greenville, South Carolina 29602-2040  
Telephone: (864) 246-2700  
Fax: (864) 269-2201

## FACSIMILE INFORMATION SHEET

DATE AND TIME:

*re fax*  
July 10, 2001  
July 15 2001 2:51 PM

PLEASE DELIVER IMMEDIATELY TO:

Ms. Ann Hughes

FIRM:

Oconee County

FACSIMILE NUMBER:

864 638 4248

TELEPHONE NUMBER:

864 638 4243

FROM:

Theodore B. DuBose  
Haynsworth Sinkler Boyd, P.A.  
Columbia, South Carolina  
Telephone: (803) 540-7830  
Facsimile: (803) 765-1243

TOTAL PAGES (including this page):

4

FILE NUMBER:

9

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TRAIL BERRY SQUARE  
POST OFFICE BOX 2048  
BREVARD, SOUTH CAROLINA 29602-0048  
TELEPHONE (843) 264-3333  
FAX (843) 264-3330

Myrtle Street Office  
(803) 510-7030  
e-mail: 220000@sinkslerboyd.com

July 5, 2001

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

Re: Oconee County Sewer Commission

Dear Ms. Hughes:

I enjoyed speaking with you regarding Oconee County (the "County") and the Oconee County Sewer Commission (the "Commission"). As you requested, I will in this letter summarize my impressions of the legal status of the Commission.

As you are aware, the Commission was created by Act No. 950 of the 1971 Acts and Joint Resolutions of the General Assembly ("Act 950"). The Commission was created for the purpose of studying the desirability and feasibility of establishing sewer districts in the County, and to engage in planning, consulting and advisory functions with the County Legislative Delegation and the governing body of the County. The Commission as created by Act 950 was not intended or empowered to be a provider of sewer services; its purpose was assist the County and the Legislative Delegation in determining whether sewer service districts should be established.

Act No. 416 of 1975 ("Act 416") amended Act 950 by increasing the number of members of the Commission from five to nine. As we have previously discussed, Act 416 is, in my opinion, likely to be unconstitutional, as the South Carolina Supreme Court has consistently ruled that legislation affecting a single county, if adopted after March 7, 1973, violates Act VIII, §7 of the South Carolina Constitution. See, e.g., *Pickens County v. Pickens County Water and Sewer Authority*, 312 S.C. 218, 439 S.R.2d 840 (1994). In any event, the questionable constitutionality of Act 416 does not have any impact on my analysis of the larger question.

In 1976, the Oconee County Council (the "Council") called for a referendum on the establishment of sewer service in the County. I understand that the text of the referendum question included a reference to the Commission; to date I have only seen a copy of the Notice of Referendum that was published in the newspaper prior to the referendum and a newspaper article. For purposes of this letter, I have assumed that the question on the ballot refers to the Commission only as follows: "That the Oconee County

HAYNSWORTH SINKLER BOYD, P.A.

Ms. Ann Hughes  
July 9, 2001  
Page 2

Council, acting through the Oconee County Sewer Commission, be authorized to acquire, construct...  
Such reference in the referendum question to the Commission would by necessity be a reference to the Commission as created by Act 950.

In 1978, the Council adopted Ordinance 78-2, by which the Commission was "reorganized and reconstituted." Ordinance 78-2 provides for the appointment by the Council of Commission members designated by the governing bodies of the municipalities Seneca, Walhalla and Westminster, as well as two at-large members. Ordinance 78-2 also provides significant authority to the Commission which it did not possess under Act 950, namely, the authority to operate a sewer system on behalf of the County. Ordinance 78-2 became effective as of January 1, 1980.

County Councils do not have the authority to amend legislation adopted by the General Assembly, generally speaking. Thus, an attempt by the Council to modify Act 950 through the adoption of Ordinance 78-2 would not be effective. However, general legislation adopted by the General Assembly in 1975 does provide a basis for Ordinance 78-2. First, a portion of the Home Rule Act for counties, codified at §4-9-170 of the Code of Laws of South Carolina, 1976 (the "Code"), requires county governing bodies as of January 1, 1980 to assume by ordinance responsibility for the appointment of all county boards, committees and commissions. Second, §44-55-1410 of the Code, also adopted in 1975, expressly authorizes county governing bodies to provide waterworks and sewer facilities. County governing bodies are further authorized thereby to "establish such departments, boards, commissions and positions in the county as may be necessary or appropriate to provide water or sewer facilities, or both, and services and to prescribe the functions thereof from time to time." §44-55-1410(E).

Based on the materials you have provided to me, then, it appears that the Council, through Ordinance 78-2, effectively used the provisions of §§4-9-170 and 44-55-1410 of the Code to change the method of appointment of members to the Commission, to add additional Commission members, and to confer significant additional powers upon the Commission. In essence, the present Commission is serving two roles, one created wholly by the General Assembly by Act 950, and one created wholly by the Council by Ordinance 78-2. The latter role is further informed by Ordinance 79-4.

Under present law, there is no means whereby the advisory role created for the Commission by Act 950 can be modified, absent the adoption by the General Assembly of a statute of general application authorizing such modification. On the other hand, the method of appointment of Commission members and the authorization of the Commission to operate a sewer system were created solely by ordinance of the Council. As with any other ordinance, the Council retains the right to modify, amend or repeal Ordinance 78-2 and Ordinance 79-4 in the absence of a valid contractual arrangement that would bar such action, such as long-term intergovernmental contracts or financing documents. I am unaware that any such arrangements between the County and other parties exist. If you are aware of any arrangements which may meet this description, it would be most helpful if you would please forward supporting documentation to me for review. Assuming, however, that no such arrangements exist, then the Council is authorized to modify Ordinance 78-2 and Ordinance 79-4 as it sees fit.

HAYNSWORTH SINKLER BOYD, P.A.

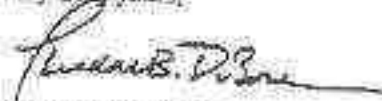
Ms. Ann Hughes

July 5, 2001

Page 3

Again, I would appreciate your advising me if you are aware of any arrangements between the County or the Commission and other parties as described in the preceding paragraph. Please let me know of any other questions which you might have regarding this matter.

Very truly yours,



Theodore B. Dulose

cc: Kathleen C. McKinney, Esq.

# OCONEE COUNTY REQUISITION

TO: PURCHASING DEPT  
 DATE: 7-9-01  
 INITIATING DEPT: Road Dept  
 DELIVER TO:  
 DATE REQUESTED: Asap  
 BUDGET CODE: See Below

COMPANY NAME:  
 PERSON QUOTING:  
 PHONE NO.:  
 DELIVERY TIME:

Quantity	unit of measure	Description	BIDDER		BIDDER		BIDDER	
			Unit Price	Total	Unit Price	Total	Unit Price	Total
		<u>Change Order #7</u>						
		<u>To Add to contract</u>						
		<u>Timberlake Dr SE-147</u>		<u>78933.00</u>				
		<u>PO 36691 Change Order #7</u>						
		<u>99/00 10-001-100-73300</u>						
		<u>01/02 10-001-99999-32274</u>						
		<u>60224</u>						
		<u>No contract extension at this time</u>						
		<u>Total:</u>		<u>78933.00</u>				

I hereby certify that the items listed above are needed by this department for the sole use and benefit of Oconee County.  
 I certify that the balance of this account as of requisition date is \$ \_\_\_\_\_  
 I do not wish this purchase to exceed \$ \_\_\_\_\_

PURCHASING DEPT USE ONLY  
 ISSUED TO: H.R. Garrett  
 ADDRESS:  
 P.O.#: 36691 Change Order #7  
 VENDOR #: 8410  
 ENCUMBRANCE DATE:

Opal O. Brown  
 department head signature