

**A G E N D A**

**OCONEE COUNTY COUNCIL MEETING**

**TUESDAY, MARCH 17, 1998**

**3:00 PM**

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Approval & Presentation of Resolution 98-6, "A RESOLUTION HONORING MR. GLENN PRICE FOR HIS HUMANITARIAN EFFORTS" - Mr. Harrison E. Orr, Supervisor-Chairman
5. Consideration of Approval of Recommendation of Review Committee for Engineering Services for Vocational Rehabilitation Sewer Line - Ms. Judy Romano, SC Appalachian Council of Governments
6. First Reading of Ordinance 98-3, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AS LESSOR, AND PARKWAY PRODUCTS, INC., AS LESSEE; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES" -Mr. Wesley Crum, Haynsworth Law Firm
7. First Reading of Ordinance 98-4, "AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976, 4-1-170, ET SEQUITUR, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX TO THE COUNTIES AND RELEVANT TAXING ENTITIES; AND, TO PROVIDE THAT JOBS TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR INDUSTRIES LOCATING IN SAID PARK, AND TO PERMIT A USER FEE IN LIEU OF AD VALOREM TAXATION" - Mr. Wesley Crum, Haynsworth Law Firm
8. Consideration of Request to Apply for South Carolina Coordinating Council for Economic Development Grant for Turning Lanes at Greenfield Industries - Mr. Robert Gaillard, Economic Development Director

## **A G E N D A**

Oconee County Council Meeting

Tuesday, March 17, 1998 - 3:00 pm

9. Consideration of Request to Apply for Children's Services Grant in the Amount of \$14,000 - Mrs. Martha Baily, Library Director
10. Consideration of Request to Apply for Recreational Trail Grant in the Amount of \$5,000 - Mr. Alex James, PRT Director
11. Consideration of Bids for Radio Equipment for Sheriff's Department - Sheriff James Singleton & Ms. Marianne Dillard, Purchasing Agent
12. Consideration of Bids for Surveying Equipment for Rock Crusher - Mr. Tommy Crumpton, Rock Crusher Director & Ms. Marianne Dillard, Purchasing Agent
13. Consideration of Bids for Closure of Seneca Landfill - Mr. Jack Hirst, Solid Waste Director & Mr. Jon Caime, County Engineer
14. Old Business
15. New Business
16. Adjourn

Prior to the regular Council Meeting at 3:00 pm there will be an open meeting March 17, 1998 at 2:30 pm in Council Chambers, 208 Booker Drive, Walhalla, SC for the public to express their concerns to Council. Anyone wishing to speak will need to sign in and give the subject on which they wish to express their concerns.

**MEMBERS, OCONEE COUNTY COUNCIL**

District I - VACANT  
Mr. Harry R. Hamilton, District III  
Mr. Charles R. "Chuck" Timms, District IV  
Mr. J. Harold Thomas, District II  
Mrs. Ann H. Hughes, District IV

**MINUTES, OCONEE COUNTY COUNCIL MEETING**

The regular meeting of the Oconee County Council was held Tuesday, March 17, 1998 at 3:00 pm in Council Chambers with all Council Members and the County Attorney present.

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

**Press**

Members of the press present: Dick Mangrum - WGOG Radio, Terry Gregar - Greenville News & Dave Williams - Journal Tribune.

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

**Call to Order**

The invocation was given by Mr. Thomas.

**Invocation**

Mr. Timms made a motion, seconded by Mr. Hamilton, approved 4 - 0 that the minutes of the March 3, 1998 meeting be adopted as printed.

**Minutes**

Mr. Hamilton made a motion, seconded by Mrs. Hughes, approved 4 - 0 that Resolution 98-6, "A RESOLUTION HONORING MR. GLENN PRICE FOR HIS HUMANITARIAN EFFORTS" be adopted on first and final reading. Mr. Timms presented the resolution to Mr. Price.

**Res. 98-6**

Upon recommendation of Ms. Judy Romano, SC Appalachian Council of Governments, Mr. Hamilton made a motion, seconded by Mr. Timms, approved 4 - 0 that the bid for engineering services for the Vocational Rehabilitation Sewer Project be awarded to Goldie & Associates at a cost of \$14,000. (See attached bid sheet)

**Vocational Sewer**

Mr. Thomas made a motion, seconded by Mr. Hamilton, approved 4 - 0 that Ordinance 98-3, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AS LESSOR, AND PARKWAY PRODUCTS, INC., AS LESSEE; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES" be adopted on first reading.

**Ord. 98-3**

Mr. Thomas made a motion, seconded by Mr. Timms, approved 4 - 0 that Ordinance 98-4, "AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK TO BE ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976, 4-1-170, ET SEQUITUR, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX TO THE COUNTIES AND RELEVANT TAXING ENTITIES; AND, TO PROVIDE THAT JOBS TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR INDUSTRIES LOCATING IN SAID PARK, AND TO PERMIT A USER FEE IN LIEU OF AD VALOREM TAXATION" be adopted on first reading.

**Ord. 98-4**

Upon request of Mr. Robert Gaillard, Economic Development Director, Mr. Hamilton made a motion, seconded by Mrs. Hughes, approved 4 - 0 that the county apply for a South Carolina Coordinating Council Economic Development Grant for turning lanes at Greenfield Industries, Inc.

**Greenfield Grant**

Upon recommendation of Mrs. Martha Baily, Library Director, Mr. Timms made a motion, seconded by Mr. Hamilton, approved 4 - 0 that the Library apply for a Children's Services Grant in the amount of \$14,000. The local portion of this grant is \$3,500 which is already in the Library budget.

**Library Grant**

Upon recommendation of Mr. Alex James, PRT Director, Mrs. Hughes made a motion, seconded by Mr. Timms, approved 4 - 0 that Parks, Recreation & Tourism apply for a Recreational Trail Grant in the amount of \$5,000. This is a fifty/fifty grant, the matching funds are being requested in the 1998-99 budget and if they are not approved the county does not have to accept the grant. Mr. James further stated these funds would be used for rest room facilities.

**PRT Grant**

Upon request of Mr. James, Mrs. Hughes made a motion, seconded by Mr. Timms, approved 4 - 0 that \$3,400 be taken from contingency and placed in line item 10 018 00150 00022 for the purpose of replacing the wiring and pedestals at certain camp sites at South Cove Park.

**PRT (Cont'cy)**

Upon recommendation of Sheriff James Singleton and Ms. Marianne Dillard, Purchasing Agent, Mrs. Hughes made a motion, seconded by Mr. Timms, approved 4 - 0 that the bid for radio equipment be awarded to Communication Service Ctr, Inc. who was low bid at \$8,775.90. (See attached bid sheet)

**Sheriff (Radio Equip.)**

Upon recommendation of Mr. Tommy Crumpton, Rock Crusher Director, & Ms. Dillard, Mr. Thomas made a motion, seconded by Mr. Hamilton, approved 4 - 0 that the bid for surveying equipment for the Rock Crusher be awarded to Allen Precision Equipment who was the only successful bidder at a cost of \$12,060. (See attached bid sheet)

**Rock Crusher**

Upon recommendation of Mr. Jack Hirst, Solid Waste Director, Mr. Jon Caime, County Engineer & Ms. Dillard, Mrs. Hughes made a motion, seconded by Mr. Hamilton, approved 4 - 0 that the bid for the closure of the Seneca Landfill be awarded to Clary Hood, Inc. who was low bid at \$1,963,876.25. (See attached bid sheet)

**Landfill  
Closure**

Further, upon recommendation of Ms. Dillard, Mrs. Hughes made a motion, seconded by Mr. Thomas, approved 4 - 0 that the administration be given a contingency of \$100,000 for unknowns that might arise in this closure process with any change order costing as much as \$5,000 being brought back to Council for approval and further, the administration be given the authority to negotiate cost savings incentives that are acceptable to the county and DHEC to be shared on a 60/40 ratio.

Mr. Timms requested that the Housing & Revitalization Committee meet April 7, 1998 at 5:00 pm in Council Chambers.

**Housing  
Committee**

Upon inquiry of Council, Supervisor Orr informed those present that the wiring was in process at the Pine Street Complex, the drop ceilings were being installed, the new windows were being installed, and the HVAC system was ready to be installed.

**Pine  
Street**

Mrs. Hughes informed those present that the Fairplay Booster Club did not meet the criteria to receive county funds.

**Fairplay  
Booster**

Mr. Thomas, Chairman, Roads & Transportation Committee, informed Council that it was the finding of the committee that Tall Oak Trail met the requirements of Ordinance 91-9, "AN ORDINANCE ESTABLISHING CRITERIA FOR ACCEPTING ROADS OTHER THAN SUBDIVISION ROADS FOR COUNTY MAINTENANCE AND TO REPEAL ORDINANCE 82-7". Therefore, it was the recommendation of the committee that Tall Oak Trail be accepted into the county system for maintenance only for a three (3) year period and at the end of the three year period it be placed on the priority listing for paving. This recommendation was adopted 4 - 0.

**Tall Oak  
Trail**

Mr. Thomas also informed Council it was the finding of the committee that Greenbriar Subdivision met the criteria of Ordinance 91-9 (cited above) and recommended that it be accepted into the county system for maintenance only for a three (3) year period and at the end of the three year period it be placed on the priority listing for paving. This recommendation was adopted 3 - 1 (Mrs. Hughes voting against).

**Greenbriar**

Rights-of-ways for these roadways will have to be obtained before any maintenance can begin.

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Mr. Thomas reminded the Council Members of the meeting with the Delegation Monday, March 23, 1998 at 8:30 am in Council Chambers for the purpose of discussing pending legislation affecting local governments.

**Delegation  
Meet**

Mr. Thomas also informed Council that Mr. Joe Newton of the SC Appalachian Council of Governments would be meeting with Council Monday, March 23, 1998 at 10:00 am in Council Chambers for the purpose of discussing a noise ordinance for the county.

**Noise  
Ord.**

Mr. Thomas made a motion, seconded by Mr. Timms, approved 4 - 0 that Resolution 98-7, "A RESOLUTION COMMEMORATING THE SIXTY-FIFTH ANNIVERSARY OF THE CIVILIAN CONSERVATION CORP" to be written by the County Attorney be adopted on first and final reading.

**Res. 98-7**

Mr. Hamilton made a motion, seconded by Mrs. Hughes, approved 4 - 0 that the active members of the ATAX Committee be appointed to serve as per the guidelines of Ordinance 98-1, "AN ORDINANCE ESTABLISHING THE OCONEE COUNTY ACCOMMODATIONS TAX ADVISORY COMMITTEE".

**ATAX  
Comm.**

Mrs. Hughes made a motion, seconded by Mr. Thomas, approved 4 - 0 that Council go into executive session for the purpose of discussing a legal matter.

**Executive  
Session**

When open session resumed, Mr. Timms made a motion, seconded by Mr. Hamilton, approved 4 - 0 that Oconee County approve the conveyance of twenty (20) acres at the Research/Resource/Recovery Solid Waste Regional Landfill to

**Open  
Session  
(Solid  
Waste)**

Pickens County contingent upon the following:

(1) Approval by Oconee County of the final plat of survey of the site. Survey to be at expense of Pickens County.

(2) An agreement that Pickens County will accept and treat the leachate and/or sewage waste from any solid waste project at the adjacent property constructed by Oconee County or any other sewage waste from any facility constructed on the site consistent with DHEC regulations. Pickens would agree to accept and treat such waste regardless of whether or not Anderson County agrees to the conveyance and whether or not the facility is built on the twenty (20) acre site being considered or another site. Oconee County would be charged the same fees as charged to everybody else, including impact fees.

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(3) An agreement by Pickens County to indemnify, hold harmless and defend Oconee County, its successors and assigns from any claim, demand or suit brought by the previous owner of the project site or any other person or entity challenging the validity of the conveyance or made as a result of the conveyance.

(Solid  
Waste  
Cont'd)

(4) Than Pickens County pay all fees and costs associated with the transaction.

(5) That final terms of the agreement be subject to approval by the Oconee County Council, to include an agreement as to the construction and use of the access road to the site.

(6) That the conveyance meets with DHEC Solid Waste Authorities approval and in no way adversely affects and in fact facilitates Oconee's plans to proceed with the project.

(7) That the conveyance not adversely affect Oconee's rights and remedies available under the terms of the Intergovernmental Agreement between the three (3) counties.

Additionally, since Oconee takes the position that if Anderson and Pickens Counties pull out of the project, Oconee County owns 100% interest in the property, the purchase price shall be equal to 100% of the original purchase price per acre of the tract proposed to be conveyed.

Adjourn: 5:50 pm

Adjourn

Submitted By:

*Opal O. Green*

Opal O. Green  
Council Clerk

Reviewed By:  
Harrison E. Orr  
Supervisor-Chairman  
Oconee County Council

**STATE OF SOUTH CAROLINA**

**COUNTY OF OCONEE**

**OCONEE COUNTY COUNCIL**

**RESOLUTION 98-6**

**WHEREAS**, Mr. Glenn Price, a resident of the Tamassee Community in Oconee County, South Carolina recently arrived at the scene of an automobile accident near South Carolina Highway 130 in Oconee County, South Carolina; and

**WHEREAS**, Mr. Glenn Price, in disregard of his own personal safety, did lift an overturned vehicle involved in said accident, thereby allowing the occupant, Ms. Selena Crowe to breath until additional assistance arrived at the scene; and

**WHEREAS**, the Oconee County Council desires to acknowledge the efforts of the said Glenn Price in rendering aid and assistance to a fellow person in need without compensation and without hesitation;

**NOW THEREFORE**, be it resolved by the Oconee County Council, in session, duly assembled that Mr. Glenn Price of the Tamassee Community of Oconee County, South Carolina is hereby honored and recognized for his humanitarian efforts and service as set forth and described herein.

**APPROVED AND ADOPTED** on first and final reading this 17th day of March, 1998.

\_\_\_\_\_  
Harrison E. Orr  
Supervisor-Chairman  
Oconee County Council

Attest:

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



## ORDINANCE

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

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

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

WHEREAS, Parkway Products, Inc., a corporation organized and existing under the laws of the State of Ohio (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Lease Agreement (Parkway Products, Inc. Project) pursuant to the Act for the purpose of authorizing and of acquiring, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of manufacturing custom-molded plastic and elastomeric components (the "Project"), all as more fully set forth in the Lease Agreement attached hereto; and

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

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

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and a Lease Agreement and to that end has, by its Resolution adopted on March 3, 1998, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and, by separate County Council Ordinance, a Lease Agreement containing a fee-in-lieu of tax agreement; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Lease Agreement by and between the County and the Company which includes the Agreement for payment of a Fee-in-Lieu of Tax; and

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

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

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

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

(a) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(b) The real and personal property contained in the Project shall receive an assessment rate of 6% and the millage rate used to compute the fee in lieu of tax shall be fixed for the term of the Lease Agreement at the millage rate in effect for each of the taxing districts as of June 30, 1997.

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

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

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

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

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

(h) The Project will be in excess of \$5,000,000.

Section 3. The form, terms and provisions of the Lease presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Lease were set out in this Ordinance in its entirety. The Supervisor/Chairman of the County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Lease Agreement in the name and on behalf of the County, and thereupon to cause the Lease Agreement to be delivered to the Company and cause the Lease Agreement to be recorded in the Office of the Register of Mesne Conveyances for Oconee County. The Lease Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Lease Agreement now before this meeting.

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

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

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

Passed and approved this \_\_\_ day of \_\_\_\_\_, 1998.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

\_\_\_\_\_  
Opal O. Green, Clerk, County Council  
Oconee County, South Carolina

First Reading:                    March 17, 1998  
Second Reading:                April 7, 1998  
Public Hearing:                  April 7, 1998  
Third Reading:                  April 21, 1998

## ORDINANCE NO.

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

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

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

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

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

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

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

SECTION IV. The administration, development, promotion, and operation of the Park shall be the responsibility of Oconee County.

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

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

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

SECTION VIII. The Agreement may not be terminated except by concurrent ordinances of Pickens County Council and Oconee County Council. In any event, this Ordinance shall terminate twenty-five (25) years from the date of its execution by both parties.

SECTION IX. Oconee County hereby designates that the distribution of the fee-in-lieu of ad valorem taxes pursuant to the Agreement received by Oconee County from the Oconee portion of the Park premises be paid to each of the taxing entities in Oconee County which levy

an ad valorem property tax in any of the areas comprising the Oconee portion of the Park in the same percentage as is equal to that taxing entity's percentage of the millage rate being levied in the then current tax year for property tax purposes, provided that Oconee County may, from time to time, by ordinance, amend the distribution of the fee-in-lieu of tax payments to all taxing entities. A portion of the fee in lieu of ad valorem taxes which Oconee County receives pursuant to the Agreement for Park premises may be, from time to time and by ordinance of Oconee County Council or its successor, designated for the payment of Special Source Revenue Bond. Designated payments for a special source bond shall be made prior to the distribution of the remaining fee in lieu of ad valorem taxed to the various taxing entities.

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

OCONEE COUNTY COUNCIL

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

ATTEST:

\_\_\_\_\_  
Opal O. Green, Clerk, County Council  
Oconee County, South Carolina

First Reading:        March 17, 1998  
Second Reading:      April 7, 1998  
Public Hearing:        April 7, 1998  
Third Reading:        April 21, 1998

# LIBRARY SERVICES AND TECHNOLOGY ACT

PL 104-208

## PROJECT APPLICATION

LSTA  
Sub-Grant No.: \_\_\_\_\_  
FY \_\_\_\_\_  
CFDA No.: 45.031

South Carolina State Library  
1500 Senate Street  
P O Box 11469  
Columbia SC 29211

Project Title: IIB2 CHILDREN'S SERVICES

For State Library use only:  
Date Received: \_\_\_\_\_  
LSTA #: \_\_\_\_\_

I. Name and Address of Applicant: Oconee County Library  
501 W. South Broad Street, Walhalla, Oconee County, South Carolina 29691

II. The Applicant proposes to use the funds in accordance with the project described in the application and agrees to spend the funds in accordance with the budget approved by the South Carolina State Library. The Applicant further agrees that local funds budgeted for library services will not be reduced due to the receipt of grant funds.

III. Project Administrator: Sally H. Long  
Telephone Number: (864) 638-4133  
E-mail: Sally\_L@Oconee.Lib.SC.US

IV. Fiscal Officer: Sally H. Long  
Telephone Number: (864) 638-4133  
E-mail: Sally\_L@Oconee.Lib.SC.US

V. U.S. Congressional District(s) (Select #'s)  
 1    2    3    4    5    6

VI. Target Population: Children in Oconee Child Care  
1409 licensed spaces

VII. Proposed Budget

	GRANT FUNDS	STATE AID MATCHING	LOCAL MATCHING	TOTAL
Personal Services	\$ 920.00	\$ _____	\$ _____	\$ 920.00
Library Materials	6,355.00	_____	3,500.00	6,355.00
Equipment (describe) 10 cassette players	250.00	_____	_____	250.00
Other (explain) SLED checks, printing, banners	2,975.00	_____	_____	2,975.00
<b>TOTAL</b>	<b>\$ 10,500.00</b>	<b>\$ _____</b>	<b>\$ 3,500.00</b>	<b>\$ 14,000.00</b>

Signed: \_\_\_\_\_  
Applicant

Executive Director \_\_\_\_\_  
Title Date

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

\_\_\_\_\_  
Date

Library Services and Technology Act  
Project IIB-2. Children's Services Grant Application  
FY 98

"More Books and Stories for Children in Oconee Child Care Centers"

Narrative

- I. This project supports Section 213 (5) of the Library Services and Technology Act (P.L. 104-208): "to promote targeted library services to people of diverse geographic, cultural, and socioeconomic background, to individuals with disabilities, and to people with limited functional literacy or information skills."
  
- II. This project supports Goal II, Activity 2: "To meet the library and information needs of all South Carolinians, especially those with special needs" of South Carolina Connects Through Libraries, Five Year Plan FY 1997 - FY2002 under the Library Services and Technology Act administered by the South Carolina State Library.
  
- III. The target group is the child population of the 17 centers in Oconee County.

66.7% of Oconee mothers with children under 6 are employed

33.5% of Oconee first graders tested not ready by the CSAB test.

During six years of Oconee employment, I have visited all centers on a regular basis. Only one center has a person designated to assist teachers with curriculum. Two other centers have curriculum guidelines. The remaining centers leave it up to the teachers, most of whom have a high school diploma or GED certificate. In conducting credit workshops for staff over the years, I have become aware of many unmet needs at the centers as well as unmet training needs for staff. A local committee has succeeded in enlisting Tri-County Tech to offer locally-held, inexpensive classes for all staff, not just those involved in the ABC voucher program, as was previously the case. The modeling involved in some of the grant activities can itself be a training tool for staff.

All components of the grant will be offered to all 17 child care centers serving 20 children or more.

IV. Goal:

To expand services to young children in Oconee County Child Care Centers by increased exposure to books and related materials through a cooperative effort of the Oconee County Library and the Parents' Center of the School District of Oconee County.

Service Objectives:

- A. To increase participation by the 5-11 year olds (in summer care) in the Summer Reading Program of the library.
  1. Meet with representatives of centers who have summer care to explain Summer Reading Program and how their students can participate, such as keeping reading records at centers and having older students assist younger students in recording their reading.
  2. Send out a parent flier through participating centers about their child and the Summer Reading Program. The flier will be from the School District of Oconee and the library.
  3. Involve groups in regular and special programs of Summer Reading Program such as Lee Bryans's Premier Puppets.
- B. To recruit and train volunteers who will visit centers monthly and provide mini-storytime sessions with 3 and 4 year olds or who will read individually in infant and toddler rooms.
  1. Update and restock 19 existing Day Care Kits and make them available for volunteer use. Volunteers may become specialists in one or two kits and use them at repeated centers.
  2. Provide three training sessions in September for prospective volunteers. The training sessions will be coordinated by the School District person and will emphasize recent studies on brain development, early language development, use of music and poetry along with stories appropriate for various pre-school levels.
- C. Increased contact with children and parents during Children's Book Week in November.
  1. Schedule all 4 year olds in child care for library storytimes and mini-tours during a two week period in November.
  2. Provide Read to Your Child booklet to all parents seen by child cares. Library and school personnel will visit as many centers as possible during "pick-up times" to give booklets to parents personally.
- D. Offer a reading incentive program to all centers in the county - "We Read to Our Children Every Day".
  1. Publicize to Centers January, 1999.

2. Schedule 3 credit workshops for staff in January and February 1999. 75% of each centers' staff would have to attend 2/3's of the training to qualify for the program. Workshops for staff of centers will be very similar to workshops for volunteers offered in September, 1998, and will be coordinated by school personnel.
3. Provide outside banners to each qualifying center. Banners would be colorful, weather-resistant vinyl with a one year life expectancy - "We Read to Our Children Every Day."
4. Give classroom sets of 4 children's song cassettes and 20 board books to each qualifying centers' infant and toddler rooms (40 total classes).
5. Produce and give each infant and toddler class a set of fingerplay posters to display in a clear wall pocket (for file folders).
6. Provide monthly Bookmobile delivery of circulating paperback collection boxes for use with 2, 3, and 4 year olds.
7. Distribute letter to parents of qualifying centers about the reading incentive program , as well as encouraging reading at home.

#### IV. Project Partners

Other agencies involved will be the School District of Oconee County and the number of child care providers who choose to participate in the programs offered.

#### V. Budget

##### Personal Services:

Lee Bryan Puppet Show (A-3)	220.00
3 Volunteer workshops (B-2) 3 staff workshops (D-2)	<u>700.00</u>
	920.00

##### Library Materials:

Refurbished kits (B-1)	
Books 4 @ \$12.50 x 19	950.00
Puppets, flannel board items \$50 x 19	950.00
Cassette tapes 2 @ \$10.00 x 19	380.00
Posters \$15.00x 19	285.00
Flannel boards 4 @ \$45.00	180.00
Supplies	<u>310.00</u>

(carried forward) 3,055.00

Library Materials (con't)

"We Read,,," Program (D)

Song cassettes 4 @ \$10.00 x 40 1600.00

Board books 20 @ \$2.50 x 40 2000.00

Paperback collections 25 @ \$5.00 x 20 3000.00

Clear pocket holders \$5.00 x 40 200.00

6,800.00

Equipment:

10 cassette players @ \$25.00 for volunteer use (B-1) 250.00

Other:

25 SLED checks @ \$50 (B-3) 1250.00

17 vinyl banners @ \$75 (D-3) 1275.00

Printing: Parent Flier (A-2) 100.00

Parent Booklet (C-2) 350.00

2,975.00

\$14,000.00

VII. Marketing

Personal and mail contacts with the 17 centers as well as personal and flier contacts with parents are the thrusts of marketing efforts.

Newspaper coverage of each objective will be sought by the three local papers in the county.

VIII. Evaluation Plan

(IV-A) Records of the number of students attending Summer Reading Program or keeping reading records was not kept for 1997, so a comparison cannot be made for increased participation. Statistics will be kept for 1998 for future comparison.

(IV-B) Statistics will be kept on number of volunteers completing training, number of visits made to centers and approximate number of child contacts. Anecdotal records will be kept from personal contacts with centers. Mail surveys will be done after 3 months and 6 months to evaluate effectiveness, identify problem areas, plan for further training.

(IV-D) Evaluation forms will be used for credit workshops for staff. Number of centers electing to participate will be sent evaluation forms in April after program has been underway for two months.

#### IX. Continuation

Objective IV-A may be continued with locally secured funds to train additional volunteers. Kits will be available for on going use.

Objective IV-C may be continued in part without additional funds as IV-C-1 has occurred in 1996 and 1997 without grant funds. An amended and less expensive booklet could be produced for parent distribution.

Objective IV-D can be continued after 1998 without additional funds if paperback collections are in circulating condition. Renewal workshops could be held for centers wishing to continue. It is hoped that increased book use by staff after one year of the program will result in new patterns of class time and teacher appreciation and comfort in children's books and materials.

		Project Calendar/Time Table											
		JUNE '98	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN. '99	FEB.	MAR.	APRIL	MAY
Meet with Reps of Child Care Centers about SRP	IV A-1	X											
Parent Flier about SRP to Centers	IV A-2	X											
Lee Bryan's Puppets for Child Care Groups	IV A-3		X										
Compile Orders for Kit Items	IV B-1	X	X	X									
Submit Orders	IV B-1		X	X									
Restock Kits	IV B-1			X	X								
Recruit Volunteers	IV B	X	X	X									
Volunteer Training	IV B-2				X								
SLED Checks for Volunteers	IV B-3				X	X							
Volunteers Begin Center Visits	IV B-4					X	X	X	X	X	X	X	X
Compile and Submit Orders for Classroom Sets	IV D					X	X	X					
Library Storytime for 4 year olds	IV C-1						X						
Reading Booklets to Parents of Child Care Students	IV C-2						X						
Publicity to Staff of Centers About "We Read..."Program	IV D-1							X					
Workshop for Staff of Centers	IV D-2								X	X			
Banners and Classroom Sets to Qualifying Centers	IV D-2,D-3, D-5									X			
Bookmobile Begins Delivery of PB Libraries	IV D-5									X	X	X	X
Publicity Letter to Parents of Child Care Students	IV D-7									X			
Gather Statistics	VIII				X		X			X		X	
Report to Director	VIII				X			X				X	
Follow-up Letter to Centers	VII											X	
Invoices Due	VI											X	
Evaluation	VIII											X	
Report to State Library	VIII												X

BIDDER		Communication Service Ctr, Inc.		Morris Communications		Motorola, Inc.		Gunby Communications, Inc.	
QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
4	HT1000 walkie talkie	670.00	2,680.00	700.00	2,800.00	793.00	3,172.00	845.00	3,380.00
4	Microphone	70.00	280.00	75.00	300.00	68.00	272.00	70.00	280.00
4	Belt clip	12.00	48.00	10.00	40.00	n/c		15.00	60.00
4	Case	45.00	180.00	50.00	200.00	36.00	144.00	44.00	176.00
4	Rapid charger	45.00	180.00	50.00	200.00	50.00	200.00	n/c	
5	Maratrac mobile radio	998.00	4,990.00	1,040.00	5,200.00	1,121.00	5,605.00	1,301.50	6,507.50
	Sales tax		417.90		437.00		469.65		520.18
	GRAND TOTAL		\$ 8,775.90		\$ 9,177.00		\$ 9,862.65		\$ 10,923.68
			*bid form shows incorrect addition						
	Delivery		3-5 weeks		2 weeks		4 weeks		4 weeks
Attended Bid Opening: Marianne Dillard, Jenny Peay, Steve Pruitt - Oconee County,									
James Smith, Jack Jackson - Gunby Communications									

**BID NO. 97-52**

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

**BID FORM  
OCONEE COUNTY PURCHASING DEPARTMENT  
201 W. MAIN STREET, WALHALLA, SC 29691**

The Communication Service Center, 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 radio equipment for Sheriff's Department

Qty.	Description	Unit Price	Total
4	HT1000 Motorola Walkie Talkies HOIRDC9AA3-N 16 channels complete with whip antenna , high capacity battery	670.00	2680.00
4	NMN 6193 - Remote speaker microphones	70.00	280.00
4	NTN 7318 - 3" Belt clips	12.00	48.00
4	NTN 8037 - Leather case with swivel and belt loop	45.00	180.00
4	H437 Compact rapid chargers	45.00	180.00
5	T74XTA7TA7 - Motorola Maratrac UHF 100 watt mobile radio- 99 channel capability with digital display, scan function, push button head, multi-PL - to include high gain antenna w/rugged mount and low loss cable - RAE4014ARM	999.00	4995.00
	S. C. Sales Tax (5 %)		427.90
	<b>TOTAL</b>		<b>9985.90</b>

Programming shall be included and information will be provided with Purchase Order.

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: 3+5 weeks

Bidding Organization: Communication Service Center, Inc.

Mailing Address: 4 Sulphur Springs Road, Greenville SC 29617

Signature of Bidders Representative: James R. Cobb JAMES R. COBB

Title: Sales Date: 27 Feb 98

Telephone: (864) 246-0914

Fax: (864) 246-2303

**BID NO. 97-52**

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

**BID FORM  
 OCONEE COUNTY PURCHASING DEPARTMENT  
 201 W. MAIN STREET, WALHALLA, SC 29691**

The MORRIS COMMUNICATIONS 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 radio equipment for Sheriff's Department

Qty.	Description	Unit Price	Total
4	HT1000 Motorola Walkie Talkies HOIRDC9AA3-N 16 channels complete with whip antenna, high capacity battery	\$72.00	\$2880.00
4	NMN 6193 - Remote speaker microphones	\$75.00	300.00
4	NTN 7318 - 3" Belt clips	\$10.00	40.00
4	NTN 8037 - Leather case with swivel and belt loop	\$50.00	200.00
4	H437 Compact rapid chargers	\$50.00	200.00
5	T74XTA7TA7 - Motorola Maratrac UHF 100 watt mobile radio- 99 channel capability with digital display, scan function, push button head, multi-PL - to include high gain antenna w/rugged mount and low loss cable - RAE4014ARM	\$1043.00	\$5215.00
	S. C. Sales Tax (5 %)		\$437.00
	<b>TOTAL</b>		<b>\$9177.00</b>

Programming shall be included and information will be provided with Purchase Order.

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: 2 weeks from P.O. date

Bidding Organization: MORRIS COMMUNICATIONS

Mailing Address: 355 Woodruff Rd. Greenville 29606

Signature of Bidders Representative: Randy Regan

Title: Sales Date: 3-2-98

Telephone: 1-800-864-6933

Fax: 864-288-7029

**BID NO. 97-52**

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

**BID FORM  
OCONEE COUNTY PURCHASING DEPARTMENT  
201 W. MAIN STREET, WALHALLA, SC 29691**

The MOTOROLA, 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 radio equipment for Sheriff's Department

Qty.	Description	Unit Price	Total
4	HT1000 Motorola Walkie Talkies HOIRDC9AA3-N 16 channels complete with whip antenna , high capacity battery	793 <sup>00</sup>	3172 <sup>00</sup>
4	NMN 6193 - Remote speaker microphones	68 <sup>00</sup>	272 <sup>00</sup>
4	NTN 7318 - 3" Belt clips	N/c	-
4	NTN 8037 - Leather case with swivel and belt loop	36 <sup>00</sup>	144 <sup>00</sup>
4	H437 Compact rapid chargers	50 <sup>00</sup>	200 <sup>00</sup>
5	T74XTA7TA7 - Motorola Maratrac UHF 100 watt mobile radio- 99 channel capability with digital display, scan function, push button head, multi-PL - to include high gain antenna w/rugged mount and low loss cable - RAE4014ARM	1,121 <sup>00</sup>	5,605 <sup>00</sup>
	S. C. Sales Tax (5 %)		469.65
	TOTAL		9,862.65

**Programming shall be included and information will be provided with Purchase Order.**

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: 4 weeks after receipt of order

Bidding Organization: MOTOROLA, Inc

Mailing Address: 5 Creek View Ct

Signature of Bidders Representative: Steve Chandler

Title: Sec. Acct. Mgr. Date: 2/23/98

Telephone: 864-244-0085

Fax: 864-244-3995

BID NO. 97-52

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

**BID FORM**  
**OCONEE COUNTY PURCHASING DEPARTMENT**  
**201 W. MAIN STREET, WALHALLA, SC 29691**

The GUNBY COMMUNICATIONS INC

submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for radio equipment for Sheriff's Department

Qty.	Description	Unit Price	Total
4	HT1000 Motorola Walkie Talkies HOIRDC9AA3-N 16 channels complete with whip antenna , high capacity battery	845. <sup>00</sup>	3380. <sup>00</sup>
4	NMN 6193 - Remote speaker microphones	70. <sup>00</sup>	280. <sup>00</sup>
4	NTN 7318 - 3" Belt clips	15. <sup>00</sup>	60. <sup>00</sup>
4	NTN 8037 - Leather case with swivel and belt loop	44. <sup>00</sup>	176. <sup>00</sup>
4	H437 Compact rapid chargers <i>INCLUDED IN PRICE ABOVE</i>	N/C	N/C
5	T74XTA7TA7 - Motorola Maratrac UHF 100 watt mobile radio- 99 channel capability with digital display, scan function, push button head, multi-PL - to include high gain antenna w/rugged mount and low loss cable - RAE4014ARM	1301. <sup>50</sup>	6507. <sup>50</sup>
	S. C. Sales Tax (5 %)		520. <sup>17</sup>
	<i>SUB TOTAL</i> 10403. <sup>50</sup>		
	<b>TOTAL</b>		<b>10923.<sup>67</sup></b>

Programming shall be included and information will be provided with Purchase Order.

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: ~ 4 weeks

Bidding Organization: GUNBY COMMUNICATIONS INC

Mailing Address: 6013 OLD LIBERTY HILL RD TDCOON, GA 30577

Signature of Bidders Representative: 

Title: SHOP MANAGER Date: 3-3-98

Telephone: 706-886-4406 800-595-4406

Fax: 706-282-1315



**BID NO. 97-51**

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

**BID FORM  
OCONEE COUNTY PURCHASING DEPARTMENT  
201 W. MAIN STREET, WALHALLA, SC 29691**

The Allen Precision Equipment  
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 surveying equipment for Oconee County Rock Quarry

Total Base Bid for Complete Package \$ 12,000.00

Warranty Information (please state) 2 years Parts 1 year Labor

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.  
NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

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

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

Completion/Delivery Date ARO: Mar. 15, 1998  
Bidding Organization: Allen Precision Equipment  
Mailing Address: 1003 Harness Trail  
Signature of Bidders Representative: [Signature]  
Title: Sales Date: 3-05-98  
Telephone: 800-252-2266 Fax: Same



ATTENDANCE RECORD

Bid No: 97-37

Title: Seneca Landfill Closure

Date: 3-2-98

Time: 2:00 p.m.

NAME	COMPANY & ADDRESS	TELEPHONE & FAX NUMBERS
<u>Chris Champion</u>	<u>Champion Contracting</u> <u>124 Wooding Place</u> <u>Kingsport TN 38086</u>	phone <u>704 739 9511</u> fax <u>704 739 8678</u>
<u>Joe Raschard</u>	<u>11</u>	phone <u>11</u> fax _____
<u>CHAD HENSLEY</u>	<u>GROUND IMPROVEMENT TECH.</u> <u>3285 BOGGY CREEK RD.</u> <u>KISSIMMEE FL 34744</u>	phone <u>(407) 348-1334</u> fax <u>(407) 348-1335</u>
<u>DON STROUP</u>	<u>CLARY HOOP, INC</u> <u>955 HWY 56</u> <u>SPARTANBURG, SC 29302</u>	phone <u>864-582-8880</u> fax <u>582-6766</u>
<u>DAVID DEVOE</u>	<u>GOLDIE &amp; ASSOCIATES</u>	phone <u>882-8194</u> fax <u>882-0851</u>
_____	_____	phone _____ fax _____
_____	_____	phone _____ fax _____

O.C. - Jon Gaimel,  
MAD 11

RECEIVED

MAR 11 1998

March 9, 1998

Mr. Jon Caime  
Oconee County Engineer  
208 Booker Drive  
Walhalla, SC 29691

OONEE COUNTY  
PURCHASING DEPT.

**GOLDIE  
&  
ASSOCIATES**

*engineering, environmental  
and laboratory services*

Re: Landfill Closure - Bid Evaluation - Project 22.15.18

Dear Jon:

We have reviewed the bids received for the closure of the Seneca Landfill. Our review process focused on the lowest bidder, Clary Hood, Inc. In our review process we conducted the following:

- We contacted the South Carolina Licensing Board and confirmed license numbers of the three lowest bidders.
- We reviewed the bid tabulations for the lowest bidder and compared unit prices to the next two lowest bidders. The lowest bidder's unit prices were similar to the next two bidders and were in line with what we would anticipate. We have attached these comparisons.
- We contacted 6 references to determine past performance of the contractor. The references spoke highly of the contractor's performance. There were only a few minor negative comments, both on projects where Clary Hood was the subcontractor. One comment was on a landfill job for Greenville County where Clary Hood was the subcontractor. According to the County Engineer, Clary Hood was probably new to constructing clay caps and tried to take it too quick. However, she thought they had since gained more experience. The other situation was where the prime contractor apparently told Clary Hood to haul unsuitable material and Clary Hood acted as instructed.
- We spoke at length with the contractor regarding scheduling, equipment, and some of the important technical details of the project. Based on this conversation, it appears that the contractor is familiar with the site, appears to have suitable equipment and understands the details of the project.

Based on this information and associated material submitted by the contractor, we recommend that the Bid be awarded to the lowest bidder which was Clary Hood, Inc. of Spartanburg, SC. The bid amount was: \$ 1,963,876.25.

If you have any questions, please call.

Sincerely,  
Goldie & Associates, Inc.



David R. Devoe

Encl: License Summary Sheet (1 page)  
Bid Tabulation Comparison (2 pages)  
Phone Documentation Sheets (6 pages)

cc: *Marionne Dillard*  
*Jack Hirst*

### LICENSE SUMMARY SHEET

<b>LICENSE SUMMARY SHEET</b>										
<b>DATE</b>	3/3/98									
<b>TO</b>	SC Contractor's Licensing Board - 803 896-4686; FAX 803 896-4686									
<b>FROM</b>	David Devoe, Goldie & Associates, Inc. 864 882-8194; fax 864 882-0851									
<b>RE:</b>	Please confirm on your computer system the licensing status as shown below. Please note any changes.									
	I have gathered this information from the 1997 Roster. Thanks for your help.									
<b>Name</b>	<b>Company</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Telephone</b>	<b>Fax</b>	<b>SC License</b>	<b>Lic #</b>	
Don Stroud	Clary Hood, Inc	955 Hwy 56	Spartanburg	SC	29302	864 582-8880	864 582-6766	RD3, WL3 ✓	G1495 ✓	B50374
Sam Garrison; Joe Ratzifford	Champion Contracting Company, Inc.	PO Box 489	Kings Mtn	NC	28086-0489	704 739-9511	704 739-8678	HY3, WL3 ✓	G12760 book says <u>G12700</u> ✓	B50534
Tammy Plowden	Plowden Construction	PO Drawer 2518	Sumter	SC	29151-2518	803 773-5000	803 773-3222	BD3, HY3, WL3, WP3 ✓	G10596 ✓	B51414

OK per SC Licensing Board  
DRO

Saneca Landfill Closure Bid Tabulation  
Goddie & Associates Project # 22.15  
Section 1

CLAY HOOD

No. Item Description	Unit	Quantity	Unit Price	Total Price
1. Mobilization/Construction Office	LS	1	\$48,000	\$48,000
<b>Landfill Site</b>				
2. Clearing & Grading (tree stream)	AC	16	\$1,800	\$27,000
3. Demolition	LS	1	\$13,350	\$13,350
4. Ditches w/ aggregate lining (60 = 67)	LF	4,825	\$16	\$77,200
5. Ditches w/ aggregate lining (60 = 171)	LF	300	\$32	\$9,600
6. Grass filter ditches and outlets	LF	9,300	\$1.50	\$12,450
7. Check dams	EA	2	\$300	\$600
8. 2" deep concrete land ditches	LF	676	\$193	\$128,175
9. 8" deep concrete land ditches	LF	650	\$80	\$52,000
10. Reinforce Existing Fencing	LF	2,000	\$6.60	\$13,200
11. Install New Fencing	LF	3,600	\$10.85	\$37,975
12. Open A gas venting units (28 units)	LF	28	\$1,000	\$28,000
13. Type B gas venting units	CY	27,023	\$0.90	\$24,320.70
14. Topsoil - Rammed/levelable [a]	CY	60,000	\$1.65	\$112,200
15. Site grading [a]	CY	0	\$4.00	\$0
16. Miscellaneous fill material (excavation, placement, & compaction from Hospital Inocor site) [a]	CY	0	\$0	\$0
17. Riprap subbase; 90% compaction	SY	153,870	\$0.26	\$38,417.50
18. Bridge Lite (includes flow table, rock, and geotextile)	CY	0	\$20	\$0
19. Clay cap layer (placement and compaction) [a]	CY	76,870	\$2.30	\$176,801
20. Excavate layer; includes excavation, placement, and compaction of 6" of common soil (from Hospital site) [a]	CY	26,417	\$4	\$153,668
21. Excavate layer; includes placement, and compaction of 2" of topsoil for water table (from stockpiled areas) [a]	CY	27,023	\$1.10	\$29,725.30
22. Graveling	AC	67.6	\$1,300	\$87,100
23. Gravel access road	SY	16,500	\$2.08	\$32,240
24. Install 15" CMP	LF	100	\$15	\$1,500
25. Install 24" CMP	LF	120	\$24	\$2,880
26. Install 36" CMP	LF	1,144	\$28	\$32,032
27. Install 60" CMP	LF	17.6	\$50	\$875
28. Install 18" RCP	LS	1	\$500	\$500

Saneca Landfill Closure Bid Tabulation  
Goddie & Associates Project # 22.15  
Section 1 (cont.)

CHAULPION

Unit Price	Total Price
\$133,000	\$133,000
\$4,785	\$71,775
\$11,650	\$11,650
\$11.86	\$57,225
\$16.94	\$5,052
\$4.70	\$39,010
\$218.97	\$440
\$246.50	\$240,338
\$110.50	\$104,975
\$6.05	\$12,100
\$9.96	\$34,680
\$64.70	\$45,290
\$956.60	\$26,785
\$1.48	\$40,264
\$4.10	\$278,800
\$3.63	\$0
\$0.67	\$102,959
\$21.36	\$0
\$2.44	\$187,563
\$1.80	\$99,151
\$2.48	\$67,017

FLOWREN

Unit Price	Total Price
\$100,000	\$100,000
\$3,000	\$45,000
\$10,000	\$10,000
\$23.00	\$110,975
\$30	\$9,000
\$7	\$56,100
\$1,000	\$2,000
\$130	\$126,750
\$125	\$116,750
\$5	\$10,000
\$11	\$38,500
\$30	\$21,000
\$1,000	\$28,000
\$1.70	\$45,939
\$3	\$204,000
\$8	\$0
\$1	\$0
\$39	\$153,670
\$2.50	\$192,175
\$3	\$115,251
\$2	\$54,046

No. Item Description	Unit	Quantity	Unit Price	Total Price
29. Install subbase	EA	2	\$275	\$550
30. Vertical Slope	LS	1	\$180	\$180
31. Install 36" Fence	LF	3,900	\$2.50	\$9,750
32. Install Vinyl lined geotextile (allowance)	EA	4	\$1,100	\$6,600
33. Install Energy Dissipator	EA	3	\$4,350	\$13,050
34. Uniq. Rip Rap	6Y	730	\$26	\$18,980
35. Item Deleted (MHS-D Vinyl Extension)	EA	16	\$30	\$480
36. Install Fence Signs	EA	20	\$165	\$3,300
37. Install Partnering signs	LS	1	\$2,000	\$2,000
38. Rubicon Vinyl Helixmat	LS	1	\$2,000	\$2,000
39. Remove 36" Fencing	LF	3,900	\$2.50	\$9,750

Saneca Landfill Closure Bid Tabulation  
Goddie & Associates Project # 22.15  
Section 2

Borrow Site (Airport Site)

No. Item Description	Unit	Quantity	Unit Price	Total Price
40. Clearing and Grading	LS	1	\$5,400	\$5,400
41. Install 6" Fences	LF	2,700	\$2.50	\$6,900
42. Install Sediment Pond A	LS	1	\$11,600	\$11,600
43. Install Sediment Pond B	LS	1	\$15,700	\$15,700
44. Install Sediment Pond C	LS	1	\$14,500	\$14,500
45. Install Sediment Trap	EA	2	\$1,000	\$2,000
46. Install Construction Entrance	EA	2	\$450	\$900
47. Strip / Subsoil Topsoil [a]	CY	11,487	\$0.80	\$10,347.30
48. Excavate and haul dry material [a]	CY	20,446	\$3.00	\$91,338
49. Riprap topsoil/grating [a]	CY	11,487	\$1.00	\$11,487
50. Graveling	AC	14.3	\$1,200.00	\$17,160

Unit Price	Total Price
\$20,600.59	\$20,601
\$2.61	\$7,204
\$11,990.05	\$11,990
\$12,207.65	\$12,208
\$13,663.47	\$13,663
\$1,403.54	\$2,807
\$437.14	\$874
\$1.49	\$17,131
\$4.10	\$124,629
\$1.36	\$15,636
\$1,059.30	\$15,148

Unit Price	Total Price
\$10,000.00	\$10,000
\$4.00	\$11,040
\$6,000.00	\$6,000
\$6,000.00	\$6,000
\$6,000.00	\$6,000
\$1,500.00	\$3,000
\$3,000.00	\$6,000
\$2.00	\$22,994
\$3.75	\$114,173
\$3.00	\$34,491
\$1,200.00	\$17,160

51. Remove silt fences	LF	2,760	\$2.50	\$6,900	\$0.82	\$2,263	\$2.00	\$5,520	
<b>Total for Airport Borrow Site:</b>				<b>\$194,242.30</b>	<b>Total for Airport Borrow Site:</b>		<b>\$244,353</b>	<b>Total for Airport Borrow Site:</b>	<b>\$242,378</b>

**Borrow Site (Fruitt Site)**

No. Item Description	Unit	Quantity *	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
52. Install Silt Fences	LF	1,440	\$2.50	\$3,600	\$2.61	\$3,758	\$4.00	\$5,760	
53. Install Sediment Pond A	LS	1	\$20,000	\$20,000	\$21,523.23	\$21,523	\$3,000.00	\$3,000	
54. Install Sediment Trap B	LS	1	\$3,000	\$3,000	\$3,725.63	\$3,726	\$6,000.00	\$6,000	
55. Install Sediment Trap C	LS	1	\$1,000	\$1,000	\$1,197.47	\$1,197	\$6,000.00	\$6,000	
56. Install Construction Entrance	EA	1	\$450	\$450	\$503.35	\$503	\$6,000.00	\$6,000	
57. Strip / Stockpile topsoil [d]	CY	0	\$0.80	\$0	\$1.50	\$0	\$8.00	\$0	
58. Excavate clay material [b]	CY	0	\$0.60	\$0	\$2.00	\$0	\$8.00	\$0	
59. Haul clay material [b]	CY	7,681	\$3.00	\$22,743	\$2.64	\$20,014	\$3.00	\$22,743	
60. Replace topsoil/final grading [d]	CY	0	\$1.00	\$0	\$1.50	\$0	\$8.00	\$0	
61. Grassing	AC	0	\$1,200	\$0	\$1,200.00	\$0	\$1,200.00	\$0	
62. Remove silt fences	LF	1,440	\$2.50	\$3,600	\$0.58	\$835	\$1.00	\$1,440	
63. Remove Sediment Pond A	LS	1	\$8,000	\$8,000	\$3,891.51	\$3,892	\$2,000.00	\$2,000	
64. Remove Sediment Trap B	LS	1	\$1,500	\$1,500	\$2,479.04	\$2,479	\$2,000.00	\$2,000	
65. Remove Sediment Trap C	LS	1	\$500.00	\$500	\$348.79	\$349	\$2,000.00	\$2,000	
<b>Total for Fruitt Borrow Site:</b>				<b>\$64,393.00</b>	<b>Total for Fruitt Borrow Site:</b>		<b>\$58,277</b>	<b>Total for Fruitt Borrow Site:</b>	<b>\$56,943</b>

**Seneca Landfill Closure Bid Tabulation  
Goldie & Associates Project # 22-15  
Section 2 (cont.)**

**Borrow Site (Landfill Site)**

No. Item Description	Unit	Quantity *	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
66. Clearing and Grubbing	AC	4.7	\$1,800	\$8,460	\$2,452.44	\$11,526	\$3,000.00	\$14,100	
67. Install Silt Fences	LF	660	\$2.50	\$1,650	\$2.61	\$1,723	\$5.00	\$3,300	
68. Sediment Pond A	LS	1	\$24,800	\$24,800	\$12,576.18	\$12,576	\$6,000.00	\$6,000	
69. Strip / Stockpile topsoil [d]	CY	3,774	\$0.95	\$3,585.30	\$1.49	\$5,623	\$3.00	\$11,322	
70. Excavate and haul clay material [b]	CY	11,241	\$1.15	\$12,927.15	\$1.50	\$16,862	\$2.50	\$28,103	
71. Replace topsoil/final grading [d]	CY	3,774	\$1.00	\$3,774	\$1.36	\$5,133	\$3.00	\$11,322	
72. Grassing	AC	4.7	\$1,400	\$6,580	\$1,059.30	\$4,979	\$1,200.00	\$5,640	
73. Remove silt fences	LF	660	\$2.50	\$1,650	\$0.58	\$383	\$2.00	\$1,320	
<b>Total for Landfill Borrow Site:</b>				<b>\$63,426.45</b>	<b>Total for Landfill Borrow Site:</b>		<b>\$58,804</b>	<b>Total for Landfill Borrow Site:</b>	<b>\$61,107</b>

**Borrow Site (Hospital Site)**

No. Item Description	Unit	Quantity *	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
74. Clearing and Grubbing	AC	23.4	\$1,800	\$42,120	\$2,452.44	\$57,387	\$3,000.00	\$70,200	
75. Install Silt Fences	LF	1,116	\$2.50	\$2,787.50	\$2.61	\$2,910	\$4.00	\$4,464	
76. Install Sediment Pond A	LS	1	\$18,000	\$18,000	\$15,575.51	\$15,576	\$10,000.00	\$10,000	
77. Install Sediment Pond B	LS	1	\$17,700	\$17,700	\$14,558.92	\$14,559	\$10,000.00	\$10,000	
78. Install Sediment Trap C	LS	1	\$2,400	\$2,400	\$1,197.47	\$1,197	\$10,000.00	\$10,000	
79. Install Construction Entrance	EA	2	\$450	\$900	\$437.14	\$874	\$3,000.00	\$6,000	
80. Item Deleted (Install RCP under Crooks Road)									
81. Strip / Stockpile topsoil [d]	CY	28,308	\$1.00	\$28,308	\$1.49	\$42,167	\$2.00	\$56,600	
82. Excavate and haul clay material [b]	CY	36,132	\$2.50	\$97,830	\$1.66	\$64,859	\$2.75	\$107,613	
83. Replace topsoil/final grading [d]	CY	28,308	\$1.00	\$28,308	\$1.36	\$38,488	\$2.00	\$56,600	
84. Grassing	AC	23.4	\$1,400	\$32,760	\$1,059.30	\$24,788	\$1,200.00	\$28,080	
85. Remove silt fences	LF	1,116	\$2.50	\$2,788	\$0.58	\$647	\$2.00	\$2,230	
<b>Total for Hospital Borrow Site:</b>				<b>\$273,885.00</b>	<b>Total for Hospital Borrow Site:</b>		<b>\$263,552</b>	<b>Total for Hospital Borrow Site:</b>	<b>\$361,783</b>
<b>Total for Section 2:</b>				<b>\$595,946.75</b>	<b>Total for Section 2:</b>		<b>\$624,986</b>	<b>Total for Section 2:</b>	<b>\$742,210</b>

\* Quantities given here are estimates only

- [a] Compacted in-place volume
- [b] Haul figures inflated for 15% shrinkage for compaction
- [c] Cut/Fill number based on proposed grading plan. Amount shown is the higher cut number.
- [d] No adjustment made for compaction
- [e] Compacted in-place volume
- [f] Compacted in-place volume
- [g] Compacted in-place volume

See addendum 1 question number 14 for payment questions

<b>Grand Total:</b>	<b>\$1,963,876.25</b>	<b>Grand Total:</b>	<b>\$2,360,588</b>	<b>Grand Total:</b>	<b>\$2,439,516</b>
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Clary Hood

Date 3-4-98  
Company Wyatt Development  
Contact Person Matt Canady  
Telephone 803 649-3975  
Type of Project Walmart's  
Appx Contract Amount \$2-\$3 M

Ask about:

- meeting schedule
- response to owners requests
- quality of Superintendent and Staff
- many change orders - handled OK
- would you use him on another project
- met cost estimates / budget
- Know of other work Contractor did

Comments

Excellent - everything that Clary Hood has done

Orangeburg

Anderson

Grading Utilities + Paving

• Done 10 to 12 jobs w/ Clary Hood

• moved 1/2 M Yards dirt on one job

Partner Relationship with Clary Hood

Several Years worked w/ Clary Hood

Other ~~Projects~~ worked  
Graniteville ← near Augusta GA  
Some Landfill Work

Complete by: DJD 3/4/98

Bottom Line - don't think we'll go wrong

Date 3/4/98  
Company Gray Bag & Cons., Inc.  
Contact Person Ronnie Gray (Ronny) - 90% - Commercial Construction  
Telephone 864 297-3027

Type of Project \_\_\_\_\_  
Appx Contract Amount \_\_\_\_\_

- Ask about:
- meeting schedule
  - response to owners requests
  - quality of Superintendent and Staff
  - many change orders - handled OK
  - would you use him on another project
  - met cost estimates / budget
  - Know of other work Contractor did

Comments

Worked w/ Clary since 1984  
He has done 10-12 big Walmart Shopping Centers  
Very qualified

Very high recommendations

Never missed a schedule - only time late hit a lot  
of rock - unavoidable - forgivable - only time  
not contractor's fault

Don Strat been with team for year

~~Don Strat~~ Did not know about how they did on landfills

Union County thinks the world of Clary Hood

Straight forward honest guy - been up front with him

Complete by: DRD

~~DRD~~

Over (now)  
MSA Engineers

Taibbe + Richardson

Date 3/6/98  
Company Pattillo's Spartanburg County  
Contact Person Mike Garrett  
Telephone 864 949-0211  
Type of Project Craft LF, Wellford LF  
Appx Contract Amount \_\_\_\_\_

Ask about:

- meeting schedule
- response to owners requests
- quality of Superintendent and Staff
- many change orders - handled OK
- would you use him on another project
- met cost estimates / budget
- Know of other work Contractor did

Comments

Quite a bit of dealings with them  
37 acre project - Hood was a sub  
They did a good job  
250,000 yards  
Took about 7 months  
Only problem - seeding didn't take - not Clay hood's problem  
Built 8 cells - 27 acres - difficult grading  
Easy to deal with  
Not very ~~many~~ change orders many change orders  
Good Company to work with  
Now have a lot equipment  
Gastonia - ? ← other work  
Complete by: DLD

3/4/98 - left message

Date 3-4-98

Company Gaston County, NC

Contact Person ~~Thomas~~ ~~David Mitchell~~ Ray Maxwell

Telephone (704) 866-6767 866-3002

Type of Project Grading - new LF cell

Appx Contract Amount \_\_\_\_\_

Ask about:

- meeting schedule
- response to owners requests
- quality of Superintendent and Staff
- many change orders - handled OK
- would you use him on another project
- met cost estimates / budget
- Know of other work Contractor did

Comments

Clary Hood Subcontractor - had some conversations w/ Super

Work well in line with what was expected - no complaints

Some Rock Issues - expecting going into project

Excavation, Rock, Roadway work

Some involvement w/ Superintendent LF

Complete by: DAD

Clay Hood

Date 3-4-98  
 Company Cherokee County NC  
 Contact Person Wayne Sullivan — Nathan Nallainathan  
 Telephone ~~(904) 262-1111~~ ~~857-2621~~ ~~(404) 262-1111~~ Sullivan  
1(800) 278-6132 - Wayne Sullivan  
LEngineering Company LEngineer  
 Type of Project  
 Appx Contract Amount

Ask about:

- meeting schedule
- response to owners requests
- quality of Superintendent and Staff
- many change orders - handled OK
- would you use him on another project
- met cost estimates / budget
- Know of other work Contractor did

Comments

GIT General Contractor  
Full time field inspector  
Had problem Gen Contractor - prob. not Clay Hood's fault  
↳ GIT  
Nathan not very familiar w/ Clay Hood

Complete by: DAD

Date 3/4/98  
Company Greenville County - Groves Landfill  
Contact Person Susan Harrison, County Engineer 864 234-5781  
Telephone  
Type of Project  
Appx Contract Amount

- Ask about:
- meeting schedule
  - response to owners requests
  - quality of Superintendent and Staff
  - many change orders - handled OK
  - would you use him on another project
  - met cost estimates / budget
  - " Know of other work Contractor did

Comments

Sub contractor  
earth moving  
permeability - not use to doing that type of work -  
have since done more for others  
end result  
had to have someone keeping on them - feels that they  
have gained more experience  
little bit talked to, they seem OK - dealt more  
with the prime contractor  
they were use to moving fast on jobs - Susan said they  
had to keep on them to make sure that they did  
a good job

Complete by: DDO