

**A G E N D A**

**OCONEE COUNTY COUNCIL MEETING**

**TUESDAY, NOVEMBER 19, 1996**

**3:00 PM**

1. Call to Order
2. Invocation
3. Approval of Minutes of Regular Meeting Held October 15, 1996
4. Approval of Minutes of Special Meeting Held October 29, 1996
5. Consideration of First Reading of Ordinance 96-9, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A NOT EXCEEDING \$1,200,000 PRINCIPAL AMOUNT INDUSTRIAL DEVELOPMENT REVENUE BOND (THE NASON COMPANY PROJECT) SERIES 1996, OF OCONEE COUNTY, SOUTH CAROLINA, TO NATIONSBANK N.A., AS LENDER; THE APPLICATION OF THE PROCEEDS OF SAID BOND TO PAY THE COSTS OF ACQUIRING CERTAIN LAND AND A BUILDING OR BUILDINGS AND OTHER IMPROVEMENTS THEREON AND CERTAIN MACHINERY, APPARATUS, EQUIPMENT, OFFICE FACILITIES AND FURNISHINGS WHICH COMPRISE AN INDUSTRIAL FACILITY; THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS RELATING TO THE ISSUANCE OF THE AFORESAID BOND, INCLUDING AN INDENTURE BETWEEN OCONEE COUNTY AND NATIONSBANK N.A., SECURING THE BOND AND PRESCRIBING MATTERS RELATED THERETO, AND A MORTGAGE AND FINANCING AGREEMENT BETWEEN OCONEE COUNTY AND MIJAN, L.L.C.; AND OTHER MATTERS RELATING THERETO" - Ms. Kathy McKinney, Bond Counsel
6. Consideration of Resolution 96-35, "A RESOLUTION MAKING APPLICATION TO THE STATE BUDGET AND CONTROL BOARD OF SOUTH CAROLINA FOR APPROVAL OF THE ISSUANCE BY OCONEE COUNTY, SOUTH CAROLINA, OF ITS INDUSTRIAL DEVELOPMENT REVENUE BONDS (THE NASON COMPANY PROJECT) SERIES 1996, PURSUANT TO THE PROVISIONS OF SOUTH CAROLINA CODE ANNOTATED, TITLE 4, CHAPTER 29 (1976), AS AMENDED IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$1,200,000" - Ms. Kathy McKinney, Bond Counsel
7. Discussion Regarding a Community Development Block Grant in the Amount of \$250,000 on Behalf of the Oconee County School District - Mr. Charles Kennedy, Director, Oconee Adult Education

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8. Consideration of Resolution 96-36, "A RESOLUTION IN SUPPORT OF CDBG FUNDING FOR THE PURPOSE OF RENOVATING GIGNILLIAT PARK SCHOOL TO BE USED AS A MULTIPURPOSE LEARNING FACILITY"
9. Presentation of Recommendation to Award Bid for Cane Creek Upgrade - Mr. Howard Adams, Chairman & Mr. Robert Winchester, Superintendent, Sewer Commission
10. Discussion Regarding the L. D. Barksdale Sickle Cell Anemia Foundation, Inc. - Ms. Thwanda L. Davidson, Co-President
11. Consideration of Request to Purchase Compressor for HAZMAT Team - Mr. Bobby Williams & Mr. Henry Gordon, Emergency Preparedness Director
12. Consideration of Third & Final Reading of Ordinance 95-10, "AN ORDINANCE TO ESTABLISH FOR OCONEE COUNTY PROVISIONS TO IDENTIFY AND MONITOR HAZARDOUS CHEMICALS/WASTES TO PROTECT THE WELL BEING AND HEALTH OF OCONEE RESIDENTS" - Mr. Henry Gordon, Emergency Preparedness Director
13. Consideration of Request for Contingency Funds for the Purpose of Printing & Mailing Residential Use Applications - Mr. Roger Williams, Assessor
14. Consideration of Third & Final Reading of Ordinance 96-1, "AN ORDINANCE TO ADOPT A LOCAL COMPREHENSIVE LAND USE PLAN FOR OCONEE COUNTY, SOUTH CAROLINA"
15. Consideration of Third & Final Reading of Ordinance 96-8, "AN ORDINANCE OF OCONEE COUNTY, SOUTH CAROLINA, PROHIBITING PUBLIC NUDITY; DEFINING TERMS; ESTABLISHING EXEMPTIONS TO THE PROHIBITION AGAINST PUBLIC NUDITY; PROVIDING AN EFFECTIVE DATE AND OTHER MATTERS RELATING THERETO"
16. Consideration of First Reading of Ordinance 96-7, "CLEMSON-OCONEE AIRPORT HEIGHT LIMITATION ORDINANCE OCONEE COUNTY, SOUTH CAROLINA" in title only
17. Consideration of Bids for Resurfacing Certain County Parking Lots - Mr. Jim Smith, Public Building Director, Mr. Dewitt Mize, Rural Fire Marshal & Mr. Bob Busch, LEC Director & Ms. Marianne Dillard, Purchasing Agent

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18. Consideration of Bids for Deep Fryer & Thirty (30) Quart Electric Mixer for Law Enforcement Center - Mr. Bob Busch, LEC Director & Ms. Marianne Dillard, Purchasing Agent
19. Consideration of the Following Bids for Rural Fire:
  - (a) Fire Fighting Equipment
  - (b) Additional Equipment for Fire Trucks
  - (c) Radio Equipment - Mr. Dewitt Mize, Rural Fire Marshal & Ms. Marianne Dillard, Purchasing Agent
20. Consideration of Bids for Metal Structure Covers for Oil Containment - Mr. Jack Hirst, Solid Waste Director & Ms. Marianne Dillard, Purchasing Agent
21. Consideration of the Following Bids:
  - (a) Lease of Approximately Thirty-Five (35) Acres Cultivated Land in Five Forks Community
  - (b) Uniforms for County Employees
  - (c) Administrator/Construction Manager of HOME Program Grant - Ms. Marianne Dillard, Purchasing Agent
22. Discussion Regarding House for Sale at Airport -Ms. Marianne Dillard, Purchasing Agent
23. Discussion Regarding Departmental Fixed Assets Inventory Listings - Ms. Marianne Dillard, Purchasing Agent
24. Consideration of Renewal of Culvert Pipe Bid - Ms. Marianne Dillard, Purchasing Agent
25. Old Business
26. New Business
27. Adjourn

\*\*\*Monday, November 18, 1996 - 7:00 pm - Courtroom - Public Hearing Regarding Ordinance 96-1, "OCONEE COUNTY, SOUTH CAROLINA 1996 LAND USE PLAN".

**MEMBERS, OCONEE COUNTY COUNCIL**

Ms. M. Fran Burrell, District I    Mr. Harrison E. Orr, District II  
Mr. Harry R. Hamilton, District III    Mr. Roy B. Strickland, District IV  
Mr. Alton K. Williams, District V

**MINUTES, OCONEE COUNTY COUNCIL MEETING**

The regular meeting of the Oconee County Council was held Tuesday, November 19, 1996 at 3:00 pm in Council Chambers, 208 Booker Drive, Walhalla, SC with all Council Members and the County Attorney present.

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

**Press**

Members of the press present: Dick Mangrum - WGOG Radio, Terry Cregar - Greenville News, Greg Oliver - Journal Tribune, Ashton Hester - Keowee Courier and WYFF TV.

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

**Call to Order**

The invocation was given by Mr. Williams.

**Invocation**

Mr. Strickland made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Ms. Burrell abstaining) that the minutes of the regular meeting held October 15, 1996 be adopted as printed.

**Minutes  
(10/15/96)**

Mr. Orr made a motion, seconded by Mr. Williams, approved 4 - 0 (Ms. Burrell abstaining) that the minutes of the special meeting held October 29, 1996 be adopted as printed.

**Minutes  
(10/29/96)**

Mr. Hamilton made a motion, seconded by Mr. Orr, approved 5 - 0 that item number 14, Consideration of third and final reading of Ordinance 96-1, "AN ORDINANCE TO ADOPT A LOCAL COMPREHENSIVE LAND USE PLAN FOR OCONEE COUNTY, SOUTH CAROLINA" be dropped from the agenda.

**Ord. 96-1**

Mr. Hamilton made a motion, seconded by Mr. Orr, approved 5 - 0 that Ordinance 96-9, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A NOT EXCEEDING \$1,200,000 PRINCIPAL AMOUNT INDUSTRIAL DEVELOPMENT REVENUE BOND (THE NASON COMPANY PROJECT) SERIES 1996, OF OCONEE COUNTY, SOUTH CAROLINA, TO NATIONSBANK N.A., AS LENDER; THE APPLICATION OF THE PROCEEDS OF SAID BOND TO PAY THE COSTS OF ACQUIRING CERTAIN LAND AND A BUILDING OR BUILDINGS AND OTHER IMPROVEMENTS THEREON AND CERTAIN MACHINERY, APPARATUS, EQUIPMENT, OFFICE FACILITIES AND FURNISHINGS WHICH COMPRISE AN INDUSTRIAL FACILITY; THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS RELATING TO THE ISSUANCE OF THE AFORESAID BOND, INCLUDING AN INDENTURE BETWEEN

**Ord. 96-9**

OCONEE COUNTY AND NATIONSBANK N.A., SECURING THE BOND AND A MORTGAGE AND FINANCING AGREEMENT BETWEEN OCONEE COUNTY AND MIJAN L.L.C.; AND OTHER MATTERS RELATING THERETO" be adopted on first reading.

Ord. 96-9  
Cont'd

Mr. Orr made a motion, seconded by Ms. Burrell, approved 5 - 0 that Resolution 96-35, "A RESOLUTION MAKING APPLICATION TO THE STATE BUDGET AND CONTROL BOARD OF SOUTH CAROLINA FOR APPROVAL OF THE ISSUANCE BY OCONEE COUNTY, SOUTH CAROLINA, OF ITS INDUSTRIAL DEVELOPMENT REVENUE BONDS (THE NASON COMPANY PROJECT) SERIES 1996, PURSUANT TO THE PROVISIONS OF SOUTH CAROLINA CODE ANNOTATED, TITLE 4, CHAPTER 29 (1976), AS AMENDED IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$1,200,000" be adopted on first and final reading.

Res. 96-35

Ms. Kathy McKinney, Bond Counsel, informed Council the public hearing regarding the above referenced matter is scheduled for December 3, 1996 at 7:00 pm in Council Chambers.

Upon request of Mr. Charles Kennedy, Oconee Adult Education, Mr. Strickland made a motion, seconded by Mr. Hamilton, approved 5 - 0 that the county apply, on behalf of the School District, for a CDBG Grant in the amount of \$250,000 for the renovation of the former Gignilliat Park School to be used as a learning center for families with the twenty percent (20%) match being met by the School District, contingent upon the county's receiving an Attorney General's opinion that the county's participation would not violate the Home Rule Bill and the School District executing whatever agreements the County Attorney feels are necessary.

Family  
Learning  
Center

Mr. Strickland made a motion, seconded by Ms. Burrell, approved 5 - 0 that Resolution 96-36, "A RESOLUTION IN SUPPORT OF CDBG FUNDING FOR THE PURPOSE OF RENOVATING GIGNILLIAT PARK SCHOOL TO BE USED AS A MULTIPURPOSE LEARNING FACILITY" be adopted on first and final reading.

Res. 96-36

Mr. Crain informed Council that item number nine (9) regarding the Sewer Commission had been withdrawn from the agenda.

Item #9

Upon request of Supervisor-Chairman Crain, Vice Chairman Orr began to preside over the meeting.

Vice-Chair

Upon request of Ms. Thwanda L. Davidson, of the L. D. Barksdale Sickle Cell Anemia Foundation, Inc., Mr. Strickland made a motion, seconded by Mr. Hamilton, approved 3 - 2 (Mr. Strickland & Mr Hamilton voting for, Ms. Burrell & Mr. Williams voting against, Acting Chairman Orr breaking the tie by voting in the affirmative) that \$5,000 be taken from contingency for funding the agency, contingent upon the county receiving a copy of their audit.

Sickle Cell  
Anemia  
Foundation  
(Cont'cy)

Upon request of Mr. Henry Gordon, Emergency Preparedness Director, & Mr. Bobby Williams, HAZMAT Coordinator, Mr. Williams made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mr. Orr acting as chairman) that bids be placed for a compressor for the HAZMAT team.

**HAZMAT**

Third & final reading of Ordinance 95-10, "AN ORDINANCE TO ESTABLISH FOR OCONEE COUNTY PROVISIONS TO IDENTIFY AND MONITOR HAZARDOUS CHEMICALS/WASTES TO PROTECT THE WELL BEING AND HEALTH OF OCONEE RESIDENTS" was withdrawn from the agenda.

**Ord. 95-10**

Upon request of Mr. Roger Williams, Assessor, Mr. Strickland made a motion, seconded by Ms. Burrell, approved 4 - 0 (Mr. Orr acting as chairman) that \$1,928 be taken from contingency and placed in line item 10 017 00150 00056 for residential use forms to be mailed this year.

**Assessor**

Mr. Strickland made a motion, seconded by Mr. Williams that Ordinance 96-8, "AN ORDINANCE OF OCONEE COUNTY, SOUTH CAROLINA, PROHIBITING PUBLIC NUDITY; DEFINING TERMS; ESTABLISHING EXEMPTIONS TO THE PROHIBITION AGAINST PUBLIC NUDITY; PROVIDING AN EFFECTIVE DATE AND OTHER MATTERS RELATING THERETO" be adopted on third and final reading.

**Ord. 96-8**

Mr. Strickland made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Mr. Orr acting as chairman) that the ordinance be amended as per the attached lined copy.

The ordinance as amended was then adopted 4 - 0 (Mr. Orr acting as chairman).

Mr. Strickland made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Mr. Orr acting as chairman) that Ordinance 96-7, "CLEMSON-OCONEE AIRPORT HEIGHT LIMITATION ORDINANCE OCONEE COUNTY, SOUTH CAROLINA" be adopted on first reading in title only.

**Ord. 96-7**

Upon recommendation of Ms. Marianne Dillard, Purchasing Agent, Mr. Strickland made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Orr acting as chairman) that \$21,000 be taken from contingency to defray the cost and the bid for paving various county parking lots as delineated on the attached bid be awarded to Hubbard Paving & Grading, Inc. at a total cost of \$57,285.69 and that a ten percent (10%) variance be allowed in the cost as the work is being done by the ton.

**County  
Parking  
Lots**

Upon recommendation of Ms. Dillard, Ms. Burrell made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Mr. Orr acting as chairman) that the bid for a mixer and deep fryer for the Law Enforcement Center be awarded to General Sales Company, Inc. who was low bid at \$7,788.90. (See attached bid)

**LEC Mixer  
& Deep  
Fryer**

Upon request of Mr. Joe DeVita, Mr. Strickland made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Mr. Orr acting as chairman) that Rural Fire be permitted to proceed with layouts for dry hydrants on bridges and then submit the plans to the road department for installation.

**Dry  
Hydrants**

Upon recommendation of Mr. Dewitt Mize, Rural Fire Marshal & Ms. Marianne Dillard, Mr. Williams made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Mr. Orr acting as chairman) that the bid for fire fighting equipment be awarded as delineated on the attached bid.

**Rural Fire**

Further, upon recommendation of Mr. Mize & Ms. Dillard, Mr. Williams made a motion, seconded by Ms. Burrell approved 4 - 0 (Mr. Orr acting as chairman) that the attached listing of equipment for the four (4) fire trucks that are currently on order with Quality Manufacturing be approved.

Upon recommendation of Ms. Dillard, Ms. Burrell made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mr. Orr acting as chairman) that the bid for radio equipment for Rural Fire & Emergency Preparedness be awarded to Morris Communications, Inc. who was low bid at \$29,861.26. (See attached bid)

**Radio  
Equipment**

Upon recommendation of Mr. Jack Hirst, Solid Waste Director, & Ms. Dillard, Ms. Burrell made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mr. Orr acting as chairman) that the bid for metal structures for Solid Waste be awarded to Carolina Metal Structures who was the only bid at \$17,000. (See attached bid)

**Solid  
Waste**

Upon recommendation of Ms. Dillard, Mr. Strickland made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Orr acting as chairman) that the lease for approximately thirty-five (35) acres located in the Five Forks Community be awarded to Richard L. Marcengill at a cost of \$403 per year for one year with the option to renew for an additional two (2) years.

**Lease of  
Cultivated**

Upon recommendation of Ms. Dillard, Ms. Burrell made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Mr. Orr acting as chairman) that the bid for uniforms for county employees be awarded to R & R Uniforms, Inc. who was low bid at a cost of \$10,702.79. (See attached bid)

**Uniforms**

Upon recommendation of the Selection Committee, Council voted unanimously that Carolina Community Resources be selected to administer the HOME Grant at a cost of \$10,000 and oversee construction at a cost of \$14,000.

**HOME Grant**

Ms. Dillard informed Council that no bids were received to buy or demolish the house at the airport that had been deemed unlivable.

**Airport House**

Mr. Strickland made a motion, seconded by Ms. Burrell, approved 4 - 0 (Mr. Orr acting as chairman) that Council make a finding of fact that the house be removed and the well be filled in for safety purposes.

Mr. Crain asked Mr. Orr to make him aware of any concerns he had regarding the attached inventory listing and if there are none, it will be the listing he will be accepting as the new supervisor.

**Inventory**

Upon recommendation of Ms. Dillard, Mr. Strickland made a motion, seconded by Ms. Burrell, approved 4 - 0 (Mr. Orr acting as chairman) that the bid for culvert with White's Culvert be renewed through May 17, 1997. (See attached letter)

**Culvert Bid**

At this time Mr. Crain began presiding over the meeting again.

**Chairman**

Upon recommendation of Mr. Jack Hirst, Solid Waste Director, Ms. Burrell made a motion, seconded by Mr. Hamilton, approved 5 - 0 that the attached summary of issues of the Facilities Issues Negotiation meeting dated November 12, 1996 be adopted and Mr. Orr present it at the FIN Meeting Wednesday, November 20, 1996.

**Regional Landfill**

Upon recommendation of Mr. G. N. Hunnicutt, Finance Director, Ms. Burrell made a motion, seconded by Mr. Orr, approved 5 - 0 that a Dreyfus Foundation Grant in the amount of \$5,000 be forwarded to the Keowee Key Fire Station #17. (See attached letter)

**Dreyfus**

Upon request of Mr. Timothy M. Cain, County Attorney, Mr. Orr made a motion, seconded by Ms. Burrell, approved 5 - 0 that Council go into executive session for a personnel matter and a briefing regarding threatened litigation.

**Executive Session**

When open session resumed, there was no action taken.

**Open Session**

Adjourn: 6:20 pm

**Adjourn**



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Submitted By:

Opal O. Green  
Opal O. Green  
Council Clerk

Reviewed By:

Norman D. Crain  
Supervisor-Chairman  
Oconee County Council

November 19, 1996

Mr. Chairman, Council Members and citizens of Oconee County, I am a representative of the Louvenia D. Barksdale Sickle Cell Anemia Foundation based in Spartanburg County.

Our nonprofit organization has been in existence for 22 years and now serves 15 counties in Upstate South Carolina, including the County of Oconee. Our clients are those who are affected by Sickle Cell Anemia and their families. We are the only organization of this size in this service area. We provide direct health intervention services such as Screening, Testing and Counseling for sickle cell conditions, Community Health Education, Specific Assistance to clients and transportation, Case Management Assessments, Psychosocial Assessments, Family Planning and Genetic Education Services.

We are an affiliate of Sickle Cell Disease Association of America and we receive funds from the South Carolina Department of Health and Human Services, DHEC some United Way organizations and private supporters.

I am sure that you are aware of the continuous cut back in funds and contributions to organizations like this one and many others. Because of that, our Board has put forth a special effort to reach the county governments of each county that we serve.

We have prepared for you some information on the sickle cell clients, their families and cost that we have associated with Oconee County.

In the past four years in serving our clients we have incurred debt in excess of \$100,000.00 while maintaining services. Direct and indirect cost for providing services to our clients in Oconee County is \$471.12 in expenses for the current year.

In assisting us with these expenses, we can continue to serve the Oconee area clients with the same high quality of service that you should expect from all health agencies and that our clients in the Oconee area have come to expect from us.

As our Foundation expands its services, we will attempt to meet other needs of our clients and their families in parenting skills, temporary foster care and tutorial services, if the services are needed. Additionally, we expect to attain extra work space from which we may house these programs and services. From some of these programs, the Health and Human Services Commission expects to see a reduction in emergency room visits by our clients, reduced need for non-emergency medical care and reduced Medicaid expenses.

With this information, and any further information that you may require, I, on behalf of the Louvenia D. Barksdale Sickle Cell Anemia Foundation respectfully request and sincerely hope that the Oconee County Council find itself able to support our organization in the amount of \$5,000.00 and consider an annual allotment of \$500.00

THANK YOU

*L.D. Barksdale Sickle Cell  
Anemia Foundation, Inc.*

*Oconee County*

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## *PURPOSE*

*To inform the Oconee County Council of the significant impact the L.D. Barksdale Sickle Cell Anemia Foundation is making in this county.*

*What is the  
L.D. Barksdale Sickle Cell Anemia Foundation,  
Inc.*

*The L. D. Barksdale Sickle Cell Anemia Foundation, Inc. is a nonprofit organization that has been in existence for 22 years. The organization is currently serving 15 counties in the upstate of South Carolina. Our clients are those who are affected by Sickle Cell Anemia and their families.*

# *Programs and Services*

- *Direct Health Intervention Services*
- *Community Health Education*
- *Specific Assistance to clients and transportation*
- *Case Management Assessment*
- *Psychological Assessment*
- *Family Planning*
- *Genetic Education Services*



*would add 1/2 hour of do this*

# *Proposed Special Services*

- *Tutorial Program*
- *Academic Assistance*
- *Parent/Teacher Relationship*
- *Career Development and Vocational Counseling*
- *Age Specific Support Groups*
- *Social Environmental Support -*

*Job placement*

*Homemaking skills*

*Babysitting skills*

*Parenting skills*





# Oconee County

Number of Clients

Family Members Affected

2

8



# *Cost of Programs and Supporting Services by County in 1996*

Average Hourly Salary

\$12.26

Oconee  
County

Mileage Cost

\$27.00

Visits Per Month

4

Number of Clients

2

Monthly Cost

\$39.26



Annual Cost

\$471.12



# *Pledge Statement*

**YES!** Oconee County Council is willing to financially assist the L.D. Barksdale Sickle Cell Anemia Foundation, Inc..

We will pledge \$5,000 to help with the \$100,000 debt incurred over the past four years in serving sickle cell clients; furthermore, we will financially support the foundation with an annual allotment of \$500.



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Chairman,  
Oconee County Council

## ORDINANCE

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A NOT EXCEEDING \$1,200,000 PRINCIPAL AMOUNT INDUSTRIAL DEVELOPMENT REVENUE BOND (THE NASON COMPANY PROJECT) SERIES 1996, OF OCONEE COUNTY, SOUTH CAROLINA, TO NATIONSBANK N.A., AS LENDER; THE APPLICATION OF THE PROCEEDS OF SAID BOND TO PAY THE COSTS OF ACQUIRING CERTAIN LAND AND A BUILDING OR BUILDINGS AND OTHER IMPROVEMENTS THEREON AND CERTAIN MACHINERY, APPARATUS, EQUIPMENT, OFFICE FACILITIES AND FURNISHINGS WHICH COMPRISE AN INDUSTRIAL FACILITY; THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS RELATING TO THE ISSUANCE OF THE AFORESAID BOND, INCLUDING AN INDENTURE BETWEEN OCONEE COUNTY AND NATIONSBANK N.A., SECURING THE BOND AND PRESCRIBING MATTERS RELATED THERETO, AND A MORTGAGE AND FINANCING AGREEMENT BETWEEN OCONEE COUNTY AND MIJAN L.L.C.; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council, is empowered under and pursuant to the provisions of South Carolina Code Annotated, Title 4, Chapter 29 (1976), as amended (the "Act"), to acquire, own, lease and dispose of properties through which the industrial development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate in and remain in the State of South Carolina, and thus utilize and employ the manpower, agricultural products and natural resources of the State of South Carolina; and

WHEREAS, the County, subject to the approval of the State Budget and Control Board of South Carolina, is authorized by the Act to issue its revenue bond, as defined in the Act to include notes, for the purpose of defraying the cost of acquiring, or causing to be acquired, by construction and purchase, a Project (as defined in the Act), such revenue bond to be payable solely from the revenues and receipts derived under any financing agreement with respect to such Project and to be further secured by an assignment of the rights of the County under such financing agreement; and

WHEREAS, The Nason Company, an Ohio corporation ("Nason"), and S.M. Mihaly (the "Individual"), in accordance with the provisions of an Assistance Agreement (the "Assistance Agreement") by and among the County, Nason and the Individual, executed by Nason and the Individual on July 5, 1994, and executed by the County on July 5, 1994, has determined that it desires to locate an industrial facility in the jurisdiction of the County; and

WHEREAS, the Assistance Agreement has been subsequently assigned, pursuant to Section 4.03 of the Assistance Agreement, by the Individual and Nason to MIJAN L.L.C., an Ohio limited liability corporation (the "Obligor"); and

WHEREAS, the Project will be owned by the Obligor and operated by Nason; and

WHEREAS, in order to implement the public purposes enumerated in the Act and in furtherance thereof to assist the Obligor in expanding an industrial facility within the State of South Carolina, the County has agreed to execute and deliver a not exceeding \$1,200,000 principal amount Industrial Development Revenue Bond (The Nason Company Project) Series 1996 (the "Bond"), under and pursuant to the Act to defray the cost of acquiring certain land and a building or buildings and other improvements thereon and certain machinery, apparatus, equipment, office facilities and furnishings constituting a project as defined in the Act (the "Project"), and in connection therewith to make the Project available to the Obligor under and pursuant to the terms of a financing agreement to be entered into between the County and the Obligor; and

WHEREAS, the County Council, having determined that the Project will maintain employment for approximately 50 people and will provide additional permanent employment for approximately 15 people from the County and areas adjacent thereto with a resulting alleviation of unemployment, and a substantial increase in payrolls and other public benefits incident to the conducting of industrial operations, proposes to execute and deliver its not exceeding \$1,200,000 principal amount revenue bond, to be designated "Oconee County, South Carolina, Industrial Development Revenue Bond (The Nason Company Project) Series 1996", to be dated as of December 1, 1996, or such other date on or before December 31, 1996, as may be agreed to by the Obligor and NationsBank N.A., as lender (the "Lender"), to be issued under and pursuant to the provisions of the Act, and to be secured by and to contain such terms and provisions as are set forth in an Indenture dated as of December 1, 1996 (the "Indenture"), by and between the County and the Lender; the proceeds from the Bond to be disbursed (i) for the payment of costs incurred by the County or the Obligor in connection with the acquisition of the Project, and (ii) for the payment of related expenses, all as set forth in the Indenture; and

WHEREAS, the County Council, having determined as aforesaid that it will be of substantial public benefit to do so, proposes to make the Project available to the Obligor under and pursuant to the provisions of a Mortgage and Financing Agreement dated as of December 1, 1996 (the "Agreement"), by and between the County and the Obligor, pursuant to which the Obligor is obligated (i) to make payments directly to the Lender for the account of the County in amounts sufficient to pay the principal and interest on the Bond, and (ii) to maintain the Project in good repair at its own expense and to carry all proper insurance with respect thereto; and

WHEREAS, the acquisition and construction of the Project and the issuance of the Bond by the County as herein recited and provided have been duly approved by the State Budget and Control Board of South Carolina, by resolution duly adopted on December 10, 1996, and will serve the intended purposes and in all respects conform to the provisions and requirements of the Act; and

WHEREAS, it has been determined that the estimated amount necessary to finance that portion of the cost of the Project to be defrayed by the County and expenses incidental thereto requires that a Bond of the County in the principal amount of not exceeding \$1,200,000 be authorized as hereinafter provided; and

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

1. The form of the Indenture by and between the County and the Lender; and
2. The form of the Agreement by and between the County and the Obligor.

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

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

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State of South Carolina by assisting the Obligor to locate an industrial facility in the State of South Carolina, the acquisition, by construction and purchase, of certain land and a building or buildings and other improvements thereon and certain machinery, apparatus, equipment, office facilities and furnishings, all as a part of the Project is hereby authorized, ratified and approved.

Section 2. Pursuant to the authority of the Act, and for the purpose of defraying the cost of acquiring the Project, including necessary expenses incidental thereto, there is hereby authorized to be issued, and shall be issued, a revenue bond of the County in the principal amount of not exceeding One Million Two Hundred Thousand Dollars (\$1,200,000), to be designated "Oconee County, South Carolina, Industrial Development Revenue Bond (The Nason Company Project) Series 1996." The Bond shall be issuable in fully registered form. The Bond shall be payable as to principal and interest in immediately available funds, at the office of NationsBank N.A., as Lender, or its assigns under the provisions of the Indenture. The final installment of principal and interest on the Bond shall be payable upon surrender thereof to the Obligor at the office of NationsBank N.A., or at such other place as may be designated by the holder of the Bond at that time.

The Bond shall be dated December 20, 1996, or such other date on or before December 31, 1996, as may be agreed to by the Obligor and the Lender, and shall bear interest from such date until maturity or prepayment (whichever occurs first) at the rate per annum of \_\_\_\_\_ percent (\_\_\_\_%) of the prime rate of interest publicly announced as such by NationsBank N.A., at \_\_\_\_\_, \_\_\_\_\_, on the date of delivery of the Bond to the initial purchaser thereof, with such changes therein as may be in effect from time to time thereafter. Additional interest in the amount of \$ \_\_\_\_\_ is due and payable on the date of

delivery of the Bond to the initial holder thereof. The interest rate borne by the Bond shall be subject to modification as a result of a Determination of Taxability (as defined in the Indenture), a change in the maximum tax rate applicable to the Lender or other change in law as set forth in the Indenture, and upon the occurrence of an event of default as set forth in the Indenture.

Interest on the Bond shall be payable monthly on the first day of each month with the first such installment due and payable on \_\_\_\_\_ 1, 1997. The Bond shall be payable as to principal in \_\_\_\_\_ installments of \$ \_\_\_\_\_ each, commencing \_\_\_\_\_ 1, 19\_\_\_\_, plus a final installment of \$ \_\_\_\_\_ due and payable on \_\_\_\_\_ 1, \_\_\_\_\_. Following completion of the Project, the principal payments may be reamortized in accordance with the provisions of the Bond. The Supervisor/Chairman of the County Council of the County is hereby authorized to approve such changes in the maturity date of the Bond and the dates on which principal and interest are due thereon as may be consistent with any authorized change in the date of, and date of delivery of, the Bond and such other changes as may be necessary to carry out the transactions contemplated by the Bond, the Indenture, and the Mortgage and Financing Agreement and as do not modify in any material respect the County's undertaking thereunder, his execution and delivery of the Bond to indicate such approval.

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

Nothing in this ordinance, the Agreement or the Indenture shall be construed as an obligation or commitment by the County to expend any of its funds other than (i) the proceeds of the Bond, (ii) the revenues derived from the Agreement, (iii) any proceeds accruing to the County on account of any mortgage or security interest in the Project under the Agreement, and (iv) any moneys arising out of the investment or reinvestment of said proceeds, revenues or moneys.

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

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

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

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

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

(a) The Project will constitute a "project" as said term is referred to and defined in Section 4-29-10 of the Act, and the issuance of the Bond in the principal amount of not exceeding \$1,200,000 to defray the cost of the Project will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing employment and other public benefits not otherwise provided locally;

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

(d) The issuance of the Bond by the County in the principal amount of not exceeding \$1,200,000 will be required to defray that portion of the cost of the Project to be undertaken by the County;

(e) Inasmuch as Nason and the Obligor have established credit, the establishment of reserve funds in connection with retirement of the Bond and the maintenance of the Project is deemed unnecessary;

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

(g) The amount necessary in each year to pay the principal of and interest on the Bond is as set forth in Section 2 hereof.

Section 9. The form, terms and provisions of the Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Agreement were set out in this ordinance in its entirety. The Supervisor/Chairman of the County Council of the County and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreement in the name and on behalf of the County, and thereupon to cause the Agreement to be delivered to the Corporation and cause the Agreement to be recorded in the office of the Clerk of Court for Oconee 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 10. To provide for the authorization of and to secure the Bond under the Act, and to prescribe the terms and conditions upon which the Bond is to be issued, secured, executed, accepted and held, and for the purpose of assigning the interests of the County under the Agreement, the form, terms and provisions of the Indenture which is before this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Indenture were set out in this ordinance in its entirety. The Supervisor/Chairman of the County Council of the County and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Indenture to the Lender and cause the Indenture to be recorded in the office of the Clerk of Court for Oconee County. The Indenture is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Indenture now before this meeting.

Section 11. There is hereby authorized the execution and delivery of the Bond to the Lender at a price of not exceeding One Million Two Hundred Thousand Dollars (\$1,200,000), the same being one hundred percent (100%) of the par value of the Bond. The Supervisor/Chairman of the County Council of the County and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Bond to the Lender. The Bond 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 the Bond before this meeting.

Section 12. The Supervisor/Chairman of the County Council of the County and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Agreement, the Indenture and the performance of all obligations of the County under and pursuant to the Agreement, the Indenture and the Bond and the execution and delivery of the Bond; and the Lender is hereby authorized to receive and receipt for the proceeds of the Bond on behalf of the County and to hold and disburse said proceeds in accordance with the provisions of the Indenture.

Section 13. To the County's knowledge, no approvals granted in connection with the Bond nor any requests for any allocation granted by the State Budget and Control Board have been made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign.

Section 14. The County hereby makes the election provided for by Section 144(a)(4)(A) of the Internal Revenue Code with respect to the Bond.

Section 15. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 16. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this 17th day of December, 1996.

OCONEE COUNTY, SOUTH CAROLINA

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

Norman D. Crain, Supervisor/Chairman

ATTEST:

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

First Reading:	November 19, 1996
Second Reading:	December 3, 1996
Public Hearing:	December 3, 1996
Third Reading:	December 17, 1996

## RESOLUTION

96-35

A RESOLUTION MAKING APPLICATION TO THE STATE BUDGET AND CONTROL BOARD OF SOUTH CAROLINA FOR APPROVAL OF THE ISSUANCE BY OCONEE COUNTY, SOUTH CAROLINA, OF ITS INDUSTRIAL DEVELOPMENT REVENUE BONDS (THE NASON COMPANY PROJECT) SERIES 1996, PURSUANT TO THE PROVISIONS OF SOUTH CAROLINA CODE ANNOTATED, TITLE 4, CHAPTER 29 (1976), AS AMENDED, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$1,200,000.

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of South Carolina Code Annotated, Title 4, Chapter 29 (1976), as amended (the "Act"), to acquire and cause to be acquired properties that are projects under the Act through which the industrial development of the State of South Carolina will be promoted and trade developed by inducing industrial enterprises to locate in and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State; and

WHEREAS, the County is further authorized by the Act to issue revenue bonds, as defined in the Act to include notes, payable solely from revenues and receipts from any financing agreement with respect to such project and secured by a pledge of said revenues and receipts and by an assignment of such financing agreement; and

WHEREAS, the County, The Nason Company, an Ohio corporation (the "Corporation"), and S.M. Mihaly (the "Individual") entered into an Assistance Agreement (the "Assistance Agreement") executed by the the Corporation and the Individual on July 5, 1994, and executed by the County on July 5, 1994, which Assistance Agreement has been subsequently assigned by the Corporation and the Individual to MIJAN L.L.C., an Ohio limited liability corporation (the "Obligor"), pursuant to which and in order to implement the public purposes enumerated in the Act and in furtherance thereof to comply with the undertakings of the County pursuant to the Assistance Agreement, the County proposes to issue its Industrial Development Revenue Bonds (The Nason Company Project) in the principal amount of not exceeding \$1,200,000 (the "Bonds") under and pursuant to the Act to defray the costs of acquiring by construction and purchase certain land, a building or buildings and other improvements thereon, and machinery, apparatus, equipment, office facilities and furnishings to be used as an industrial facility for the purpose of manufacturing temperature and pressure switches (the "Project") to be located in the jurisdiction of the County and, subject to the approval of the State Budget and Control Board of South Carolina, to make the Project available to the Obligor under and pursuant to the terms of a Mortgage and Financing Agreement (the "Agreement") to be entered into between the County and the Obligor; and

WHEREAS, the Project will be operated by the Corporation for the purposes set forth above; and

WHEREAS, it is now deemed advisable by the County Council to file with the State Budget and Control Board of South Carolina, in compliance with Section 4-29-140 of the Act, the Petition of the County requesting approval of the proposed financing by the State Budget and Control Board,

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

Section 1. It is hereby found, determined and declared as follows:

(a) The Project will constitute a "project" as said term is referred to and defined in Section 4-29-10 of the Act, and the issuance of the Bonds in the principal amount of not exceeding \$1,200,000 to defray the cost of the Project will subserve the purposes and in all respects conform to the provisions and requirements of the Act.

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing employment for those engaged in construction of the Project, by maintaining permanent employment in the County for approximately 50 people and by providing additional permanent employment for approximately 15 people from the County and adjacent areas when the Project is placed in full operation with a resulting alleviation of unemployment and a substantial increase in payrolls and other public benefits incident to the conduct of industrial operations not otherwise provided locally.

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

(d) The issuance of the Bonds by the County in the principal amount of not exceeding \$1,200,000 will be required to defray the cost of the Project.

(e) Inasmuch as the Obligor is a limited liability company with established credit, the establishment of reserve funds in connection with the retirement of the Bonds and the maintenance of the Project is deemed unnecessary.

(f) The Project will be made available to the Obligor, as owner of the Project, and to the Corporation, as operator of the Project, upon terms which will require the Obligor, at its own expense, to maintain the Project in good repair and to carry all proper insurance with respect thereto.

(g) The Project will consist of the items described in Exhibits A and B to the Agreement and the Indenture to be entered into between the County and NationsBank N.A., as lender (the "Lender").

(h) A reasonable estimate of the cost of the Project, including necessary expenses incident thereto, is \$1,200,000.

(i) To the knowledge of the County, neither the approvals granted in connection with the Bonds nor the request for an allocation granted by the State Budget and Control Board have been made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign.

Section 2. There be and is hereby authorized and directed the submission on behalf of the County of a Petition requesting the approval of the proposal of the County to issue the Bonds by the State Budget and Control Board of South Carolina pursuant to the provisions of Section 4-29-140 of the Act, said Petition, which constitutes and is hereby made a part of this authorizing resolution, to be in substantially the form attached hereto.

Section 3. The Supervisor/Chairman of the County Council be and is hereby authorized and directed to execute said Petition in the name and on behalf of the County; and the Clerk of the County Council be and is hereby authorized and directed to attest the same and thereafter to submit an executed copy of this resolution to the State Budget and Control Board in Columbia, South Carolina.

Section 4. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its passage and approval.

Passed and approved November 19, 1996.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Norman D. Crain, Supervisor/Chairman

ATTEST:

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

STATE OF SOUTH CAROLINA )  
 )  
OCONEE COUNTY )

TO THE STATE BUDGET AND CONTROL )  
 )  
BOARD OF SOUTH CAROLINA )

P E T I T I O N

This Petition of Oconee County, South Carolina (the "County"), pursuant to South Carolina Code Annotated, Title 4, Chapter 29 (1976), as amended (the "Act"), and specifically Section 4-29-140 thereof, respectfully shows:

1. The County Council of Oconee County (the "County Council") is the governing body of the County and as such is the "governing board" of the County referred to in the Act.

2. The Act, among other things, empowers the County, subject to obtaining the approval of the State Budget and Control Board, pursuant to Section 4-29-140 of the Act: (i) to acquire, and, in connection with such acquisition, to enlarge, improve and expand, whether by construction, purchase, gift or lease, one or more projects (as defined in the Act) which shall be located within the jurisdiction of the County; (ii) to make available to any industry or industries any or all of its projects for such payments and upon such terms and conditions as the governing board may deem advisable and as shall not conflict with the provisions of the Act; and (iii) to issue revenue bonds, as defined in the Act to include notes, for the purpose of defraying the cost of acquiring, by construction and purchase, and in connection with any such acquisition, to enlarge, improve and expand any project and to secure the payment of such bonds all as in the Act provided.

3. The County has agreed to assist The Nason Company, an Ohio corporation qualified to do business as a corporation in South Carolina (the "Corporation"), and MIJAN L.L.C., an Ohio limited liability corporation (the "Obligor"), by issuing its revenue bonds for the purpose of defraying the cost of acquiring certain facilities located in the County, more fully described in Exhibits A and B to the Mortgage and Financing Agreement and Indenture, and to be used for the purpose of manufacturing temperature and pressure switches (the "Project"). The Project will be owned by the Obligor and leased to the Corporation.

4. The County has been advised by the Obligor that the estimated cost of the Project will be not exceeding \$1,200,000 and it has requested the County to execute and deliver its Industrial Development Revenue Bonds (The Nason Company Project) (the "Bonds") in the principal amount of not exceeding \$1,200,000 to defray such costs.

5. Pursuant to Section 4-29-60 of the Act, the County Council has made the requisite findings that: (i) the Project will subserve the purposes of the Act; (ii) it is anticipated that the Project will benefit the general public welfare of the County by providing employment and other public benefits not otherwise provided locally; (iii) the Project will give rise to no pecuniary liability of the County or a charge against its general credit or taxing power; (iv) the principal amount of the Bonds required to finance the Project is expected to be not exceeding \$1,200,000; (v) the County does not deem it necessary to establish any reserve funds in connection with the retirement of the proposed Bonds and the maintenance of the Project; and (vi) the terms under which the Project is to be made available to the Obligor provide that the Obligor shall maintain the Project and carry all proper insurance with respect thereto, and as a part of the proceedings of the County, the County Council will make the requisite finding as to the amount necessary in each year to pay the principal and the interest on the Bonds proposed to be issued to defray the cost of the Project.

6. Pursuant to Section 4-29-140 of the Act, the County sets forth the following information:

(a) The Project, described in detail on Exhibits A and B to the Mortgage and Financing Agreement and the Indenture, consists of land, a building or buildings and other improvements thereon and certain machinery, apparatus, equipment, office facilities and furnishings to be used for the purpose of manufacturing temperature and pressure switches. It is anticipated that, upon completion, the Project will maintain employment for approximately 50 people and will provide additional full-time employment for approximately 15 people in the County and neighboring areas and that the Project will provide stimulation to the economy of the County and neighboring areas thereto by increased payrolls, capital investment and tax revenues.

(b) It is estimated that the cost of the Project, including the items of cost authorized in the Act, will be not exceeding \$1,200,000.

(c) Copies of the Mortgage and Financing Agreement and the Indenture are available from the County. The following summary of terms is in no wise intended to affect or alter the actual terms of the documents themselves:

(i) The proposed Mortgage and Financing Agreement between the Obligor and the County provides in general:

(A) Proceeds derived from the placement of the Bonds will be used and applied by the County upon request of the Obligor solely for the payment of the costs (as that term is defined in the Act) incident to the acquisition, by construction and purchase, of the Project.

(B) The Obligor obligates itself: to effect the completion of the Project if the proceeds derived from the placement of the Bonds prove

insufficient therefor without diminution of any payments to the County required by the Mortgage and Financing Agreement; to meet the payments of principal and interest on the Bonds as the same become due; and to pay the cost of maintaining and insuring the Project to the extent and in the manner provided in the Mortgage and Financing Agreement.

(C) The County does not incur any pecuniary liability or charge upon its general credit or taxing powers.

(D) The County acquires a mortgage and security interest in the Project as security for the obligations of the Obligor under the Mortgage and Financing Agreement.

(ii) The proposed Indenture between the County and NationsBank N.A., as lender (the "Lender"), provides in general:

(A) An irrevocable pledge and assignment for the benefit of the Lender or its assigns as holder of the Bonds of the County's right, title and interest in and to the Mortgage and Financing Agreement and all payments, receipts and revenues which the County has a right to receive under the Mortgage and Financing Agreement or with respect to any security afforded thereunder or any other financing agreement with respect to the Project in favor of the County (except payments and rights to indemnification payments and administration expenses), and all the moneys and securities in funds created under the Indenture.

(B) The terms of the Bonds, the provisions for exchange and transfer of the Bonds, the prepayment provisions, the means of disbursement, default provisions and remedies therefor and various other matters relating to the Bonds.

(C) The execution of the Indenture imposes no pecuniary liability on the County and does not create a charge upon the general credit or taxing power of the County.

7. Neither the approvals granted in connection with the Bonds nor the request for an allocation granted by the State Budget and Control Board have been made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign.

Upon the basis of the foregoing, the County respectfully prays that the State Budget and Control Board (i) accept the filing of this Petition and the documents submitted herewith, (ii) make such investigation as it deems advisable, (iii) if it finds that the Project is intended to promote the purposes of the Act and may be reasonably anticipated to effect such result, that it approve the Project and the execution and delivery of the Bonds by the County pursuant to the



Act to defray the cost of the Project (including changes in any details of the said financing as finally consummated which do not materially affect the undertaking of the County), (iv) allocate to the Bonds such portion of the state ceiling as established by the Tax Reform Act of 1986 and the Internal Revenue Code of 1986, as amended, as is necessary for the issuance of the Bonds, and (v) give published notice of its approval in the manner set forth in Section 4-29-140 of the Act.

Respectfully submitted,

OCONEE COUNTY, SOUTH CAROLINA

By: Norman D. Crain, Supervisor/Chairman

ATTEST:

Opal O. Green, Clerk to Council

Dated: November 19, 1996.



**OCONEE ADULT EDUCATION**

100 Vocational Drive, Seneca, SC 29672

(803) 885-5014

November 11, 1996

Dear Norman:

The Adult Education Program will come before the Council on the 19th asking you to support the grant application to be submitted by the Appalachian Council of Governments. The grant is for funds to renovate the former Gignilliat Park School as a learning center for families. The efforts to help families and children will be a cooperative effort by many local providers.

The request is for your support and no funds. We have funds to operate the facility but lack funds to bring the school back to current school standards as required by the South Carolina Department of Education.

Enclosed is additional information concerning the building which was generated after the presentation made to you by John Palmer. John gave each of you a proposal describing the utilization of the building.

Please call the Adult Education office if you have questions prior to the 19th.

Sincerely,

Charles E. Kennedy, Director

cc: Buddy Herring, Judy Romano

## Oconee Family Learning Center

### Activity Overview

The establishment of a one-stop center to meet the educational, employment, social, and medical referral needs of undereducated and at-risk families and youth is a top priority in Oconee County. The OFLC (Oconee Family Learning Center) will house several educational and community programs as well as providing the coordinating support required to enable participating families to break the intergenerational cycle of illiteracy in which many of them are trapped. For the first time the many different needs of each family will be assessed and a case-management approach to insuring that seamless supportive services are provided to the families experiencing the greatest challenges will be taken.

Programs will include, but not be limited to:

1. **Adult Education:** High School Diploma and GED programs. At present these programs are offered at three different sites and the OFLC will allow for streamlining of services as well as the benefit of on-site day care and transportation. Adult Education will provide and administer the new Family Literacy Program (see below).
2. **Adult Literacy Program**, which provides small group and one-on-one tutoring for low literate people as well as volunteer tutors for students in the diploma program that require additional assistance, will also move into the Center. The Literacy Program will play a major role in the Family Literacy Program.
3. **Adult English as a Second Language** classes and one-on-one tutoring sessions provided instruction to about 65 students from many different countries in the 1995/96 school year. This program will benefit from improved facilities at the Center and will be able to offer expanded services.
4. **Parents' Center**, serving parents of children from birth through age five, was established in October, 1994 through EIA funding and will move to the OFLC. A variety of programs are offered: lending toy and book libraries, hospital visitations with new parents, workshops, pre-school clubs for parents, free child care for parents enrolled in adult education/literacy, Denver II screenings, diaper bag and baby blanket distribution, monthly newsletters, and activity sheets for parents and children. This program which emphasizes support to at-risk families is a major collaborator in the Family Literacy program.
5. **Head Start** will offer a center-based program and provide the early childhood component of the Family Literacy Program as well as supportive services to the parenting component.

6. **Family Literacy** is a new program which will provide adult education, early childhood education, parenting education and PACT (Parents and Children Together) time. Research shows that family literacy rejuvenates the family unit and improves parenting which results in a greater percent of the children being ready to embrace school and succeed in their educational experiences. Family literacy participants have been shown to put a greater value on literacy activities in the home as well as in school.
7. **Alternative Education:** The program for at-risk youth for the district will be operated out of the OFLC which will give the students access to supportive services as well as daycare.
8. **Jobs Club and Workplace Education** which is part of the Department of Social Service's Family Independence initiative already has a collaboration in place with Adult Education and will locate in the Center. A program to teach job-specific English and Math along with employability skills has been developed in conjunction with a major employer, WestPoint Stevens, Inc., and will be adapted to meet the needs of other county employers. Jobs Club participants who do not obtain a job will be referred to our program for intensive remediation. This collaborative effort will benefit underemployed adults by providing them with the skills they need to hold down a good job and help the employers by providing them with good candidates for employment.
9. **Alcohol and Drug Abuse Counseling** will be available on site or at the nearby Commission office through a collaborative contract.
10. **Oconee Council for the Prevention of Child Abuse** will open their office in the Center and present regular workshops to the general public as well as providing information and support to our students.
11. **Computer Labs:** Two up-to-date computer labs will be located in the center and instruction by certified teachers will be provided.
  - Lab 1 will be available for industry training programs
  - Lab 2 will provide training to the general public as well as Diploma students.
12. **Lifelong Learning Programs** based on community demand will be provided.
13. **Meeting Rooms** for use by local businesses and industries, schools, community organizations etc., will be available.

OFLC will address the two major barriers that prevent poor, at-risk families from furthering their education:

1. Transportation to the Center and to Center-arranged appointments at off-site agencies will be provided through collaboration between participating agencies.
2. OFLC will provide a licenced day care facility in addition to a Head Start program so that children 0-5 can engage in age-appropriate developmental activities while the parent or caregiver is working to improve his or her own skills. This approach will be a two-pronged attack on the intergenerational illiteracy that plagues so many families by providing educational opportunities for adults and children at the same time.

The Oconee Family Learning Center is located in a convenient part of town, has excellent parking, and will be handicapped accessible. The Center will truly be a one-stop shopping center for at-risk families and youth with programs to promote adult literacy and job readiness as well as training parents to be effective first teachers and supporters of their children. In addition, it will provide the opportunity for all of our citizens to participate in the lifelong learning that is needed in our increasingly technological society. More importantly, the Oconee Family Learning Center will act as the catalyst to bring service providers together into a comprehensive effort to provide services to those most in need without duplication and at the lowest possible cost.

**THURSDAY**  
**OCTOBER 10, 1996**

**Weather**

For Tomorrow:  
High: 70  
Low: 45  
Mostly sunny skies;  
pleasant temperatures  
Details on Page 8D

# The Item

FOUNDED OCTOBER 15, 1894



Vol. 101, No. 360 • 4 SECTIONS, 32 PAGES

SUMTER, S.C. • 35 CENTS

## County OKs \$98,000 for adult education

By JOHN LYNCH  
ITEM Staff Writer

Sumter County Council has given a second chance — in the form of \$98,000 — to a school program that specializes in second chances.

In the past four months, the Sumter County Adult/Community Education Program helped 74 dropouts get their high school diplomas and another 11 get their high school equivalency certificates,

according to program Director Virginia Ray.

Unfortunately, federal and state cutbacks have cost the program more than \$210,000 out of its \$700,000 budget, Ray said, forcing the county's 12 adult education centers to reduce operating hours to save money. Funded mainly by state and federal grants, the centers span both Sumter School Districts 2 and 17, operating mainly in donated classroom space with full-time and part-time teachers.

Enter council Tuesday with the \$98,000 allocation and, "This takes the heat off us," Ray said Wednesday. "We wouldn't have the program without that (money)."

The program, which serves welfare recipients as well as dropouts, has been running in the red since July, Ray said. County funding will keep the program operating through next summer, Ray said, as well as provide funds for an additional course.

"We have 25 at-risk youth who we'll be ...

putting in our program," Ray said. "We'll get them off the streets and get them into class."

To make up for the budget cuts, students are paying higher tuition. Where they formerly paid \$35 per year to take up to 20 hours of instruction a week, they now pay \$50. And if they take more than 14 credits per week, they must pay another \$50.

The program got an enthusiastic thumbs up from council Chairman Chuck Finning

and council members Carol Burr and Louis Fleming, who jointly endorsed allocating the money. The allocation was then approved unanimously.

However, it may be back to the drawing board for Ray next year. Burr said he's against Sumter County paying for the program again. Funding should be the state's responsibility, Burr said, and he's already contacted state lawmakers about having the state take over the funding.

**DIVERSIFIED  
TECHNOLOGY**

1507 Laureate Road, Suite 102  
Greenville, S.C. 29607-2961  
(864) 370-1200; Fax (864) 271-7500

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August 23, 1996

Dr. Clarence Towe  
School District of Oconee County  
P. O. Box 649  
Walhalla, SC 29691

Re: **GIGNILLAT PARK SCHOOL ALTERATION**  
Design / Construction Cost Summary

Dear Dr. Towe:

We are pleased to assist the School District of Oconee County with this submittal providing our opinion of probable costs for design and construction alterations to the Gignillat Park School. The purpose of this alteration is to upgrade the current classroom building to be suitable for occupancy and bring it into compliance with governing codes. It is our understanding that this facility is to be used as an ALTERNATIVE SCHOOL offering Adult Education, Alternative Education, and a Pre-School Program. The current classroom building is of Type IV Construction (non-combustible). With some modifications in fire protection, it will be suitable for occupancy. The other facilities on site are of Type V Construction (combustible) which makes them unusable for educational purposes.

Below is a breakdown of our proposed Scope of Work:

**DESIGN SUMMARY**

- Field verify existing site conditions.
- Develop preliminary general arrangement drawings for review and approval by SDOC.
- Finalize design based on approved concept and develop construction bid package (i.e., Architectural, Electrical, HVAC & Plumbing Plans and Specifications.)
- Submit design to the Office of District Facilities Management for approval.

**CONSTRUCTION ADMINISTRATION SUMMARY**

- Assist in evaluating construction bids and awarding of construction contract.
  - Visit the site weekly to answer questions and review construction progress for conformance with design.
  - Prepare weekly progress reports.
-

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Page 2

- Approve contractor payment requests.
- Prepare substantial completion and final punch lists (i.e., items to be corrected and/or completed).
- Verify completion of punch list items.
- Coordinate ODFM inspection and issuance of "F8 Form" upon final completion for building occupancy.

**CONSTRUCTION SUMMARY**

**I. ARCHITECTURAL**

**A. Lower Level**

1. At west stairway:  
At the vestibule, the interior double doors and sidelights are to be removed and replaced with 1-hour "B" label door and frame assemblies. Any glass occurring within door panels shall be wire glass not to exceed 100 square inches. Doors shall be equipped with handicap panic exit hardware and closures.
2. In corridor walls, there are 15 openings (48" wide by 36" high) which need to be closed. Remove existing glass and wood frames from these openings and install 3 1/2" metal studs at 16" on center with 5/8" thick type "X" firecode brand gypsum board to be taped, finished, and painted on each side of stud and sealed per code.
3. Remove all existing ceiling tiles and replace with new 2 x 4 suspended acoustical tile ceiling panels and grid system at approximately 11'-0" above finished floor. In classrooms at windows, tile shall be turned up at an angle to meet flush with the top of window frames.
4. At public male toilet, install one handicap accessible toilet partition stall with door. Provide one urinal vision divider. Reference demolition and plumbing section for fixture alterations.
5. At public female toilet, install handicap accessible toilet partition stall with door and two additional regular partition stalls with doors. Reference demolition and plumbing section for fixture alterations.
6. At existing administration area, upon removal of combustible walls (see demolition section), replace walls with 3 1/2" metal stud walls and gypsum board finished, taped, and painted.

**B. Upper Level**

1. Remove all existing ceiling tiles and replace with new 1-hour rated ceiling assembly of 2 x 4 suspended acoustical ceiling panels and grid system at approximately 11'-0" above finished floor over entire area.
  2. At west and east stairways, increase height of existing handrail at top landing from 2'-10" to 3'-6" above finished floor. Add 2" x 2" square steel fencing to serve as pickets so that 6" sphere cannot pass through existing rails.
  3. Doors leading to exterior covered walkway need to be equipped with handicap panic exit hardware and closures.
  4. At end of existing exterior walkway, extend elevated concrete walkway as a ramp with metal roof for approximately 40 linear feet southward to exit onto existing gravel parking area.
-



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Page 3

5. Existing stair adjacent to existing exterior walkway shall have 2" x 2" square steel fencing added to serve as pickets so that 6" sphere cannot pass through existing rails.
6. In eastern portion of existing east-west corridor beyond the east stairway, install double 3'-0" x 7'-0" "B" label doors and frame. Set doors in 3 1/2" metal studs with 5/8" thick type "X" firecode gypsum board full height each side, taped, finished, and painted.
7. In corridor walls, there are 20 openings 48" wide and 36" which need to be closed. Remove existing glass and wood frames from these openings and install 3 1/2" metal studs at 16" on center with 5/8" thick type "X" firecode gypsum board each side taped, finished, and painted on each side of stud.
8. At public male toilet, install handicap accessible toilet partition stall and door. Provide three urinal vision dividers. Reference demolition and plumbing section for fixture alteration.
9. At public female toilet, install handicap accessible toilet partition stall and door along with three regular stalls and doors. Reference demolition and plumbing section for fixture alteration.

**C. General**

1. Provide new vinyl composition tile over all existing floor tile in corridors and stairways.
2. Provide new carpet over all existing carpet in classrooms.
3. All previously painted and exposed surfaces shall receive 2 fresh coats of paint.
4. All rooms shall be equipped with closures and handicap entry hardware.
5. Apply intumescent fireproofing paint over existing interior wood panels at existing classroom HVAC units.

**D. Demolition**

1. Remove all existing ceiling tiles.
2. Remove existing stud walls and wood paneling at lower level administration area (approximately 36 linear feet of stud walls and 62 linear feet of furred-out wood paneling).
3. Remove existing furring and paneling at upper level administration area.
4. Remove 15 existing corridor windows on the lower level and 20 on the upper level.
5. Remove partitions occurring in two classrooms (approximately 60 linear feet).
6. Remove 2 shower stalls from each of four public toilets. Reference plumbing section.
7. Remove interior double doors at lower level west stairway.

**II ELECTRICAL**

**A. Lower Level**

1. Provide power to two (2) new thru-wall heat pumps in administrative area.
2. Reconnect one water heater which is to be relocated to janitor's closet.

**B. Upper Level**

1. Provide power to two (2) new thru-wall heat pumps in administrative area.

**C. General**

1. Provide electrical power to four (4) new toilet exhaust fans.
  2. Provide electrical power for relocation of four (4) electric heaters in toilets.
-

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Page 4

3. Install new fire alarm system with pull stations, strobe horns, smoke detectors, and other devices as directed by current edition of ODFM "Green Book". All fire alarm conductors shall be installed in EMT raceways for the full length of run.
4. Retrofit existing receptacle circuits and bring up to current NEC requirements. Provide ground fault circuit interrupters where applicable.
5. Install new energy efficient lighting in all classrooms, corridors, toilets, and stairways at footcandle levels specified in ODFM "Green Book" using T8 lamps and full electric ballast.
6. Install new emergency lighting and exit signs as required.
7. Provide electrical power for relocation of two water heaters to janitor's closet.

**D. Demolition**

1. Remove electrical service to two existing water heaters presently located in male's restrooms on first and second floors.
2. Remove electrical circuits presently serving exhaust fans (2) at each end of upper level corridor. Fans to be placed in SDOC storage for use elsewhere.

**III HVAC**

**A. Lower Level**

1. Service and place in operation six (6) existing Bard 2-ton classroom heat pumps.
2. Relocate two (2) existing electric bathroom heaters.
3. Install two (2) new toilet exhaust fans.
4. Install two (2) new thru-the-wall heat pumps in the administration area.

**B. Upper Level**

1. Service and place in operation seven (7) Bard 2-ton classroom heat pumps.
2. Relocate two (2) existing electric bathroom heaters.
3. Install two (2) new toilet exhaust fans.
4. Install two (2) new thru-the-wall heat pumps in the administration area.

**C. General**

1. Heating and cooling shall not be provided for the lower level storage room or corridors.

**D. Demolition**

1. Existing corridor ventilation fans to be relocated by SDOC.

**IV PLUMBING**

**A. Lower Level**

1. At public male toilet, replace existing water closet with correct handicap fixture height water closet. Provide one additional urinal with associated piping. Relocate one lavatory to correct handicap height.
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Page 5

2. At public female toilet, replace water closet with correct handicap fixture height water closet. Relocate existing water closets (2) and associated piping. Relocate lavatory and provide additional handicap accessible lavatory, all with associated piping.
3. Relocate water heater to janitor's closet.

**B. Upper Level**

1. At public male toilet, replace existing water closet with a handicap water closet fixture at the correct height. Relocate one water closet and re-use at female toilet. Add two urinals with associated piping. Relocate one lavatory to correct handicap height.
2. At public female toilet, replace existing water closet with a handicap water closet fixture at the correct height. Install two relocated water closets and an additional water closet all with associated piping. Install relocated lavatories, one at correct handicap height, and associated piping with service from slab below and venting exposed along wall thru to roof above.
3. Relocate water heater to janitor's closet.

**C. General**

1. On each floor immediately adjacent to janitor's closets in corridor, install electric water coolers with associated piping and power. Each floor installation shall include two units - a combined bi-level handicap/regular unit and also a regular height unit. Locate both units adjacent to each other.

**D. Demolition**

1. At lower level public male toilet, remove two water closets, one stall, and two existing showers. Cap-off related piping to one of the removed water closets and to the two removed showers.
2. At lower level public female toilet, relocate one water closet, capping-off related piping. Remove portion of slab as required for installation of water closet. Remove lavatory and associated piping for relocated installation. Remove two existing showers and cap related piping.
3. At upper level public male toilet, remove water closet and two showers and cap associated piping.
4. At upper level public female toilet, remove 2 water closets and cap associated piping to one. Remove two showers and cap associated piping.

**COST SUMMARY**

**I. ARCHITECTURE / ENGINEERING / CONSTRUCTION**

A. DESIGN COST.....	\$ 14,725.00
B. CONSTRUCTION ADMINISTRATION COST.....	\$ 6,275.00
C. CONSTRUCTION COST.....	\$ 229,000.00
D. TOTAL.....	\$ 250,000.00

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Page 6

We can start on the project based on your notice to proceed and anticipate a 6 week design duration and 14 week construction duration. If we can be of further assistance, please do not hesitate to give us a call.

Sincerely,

A handwritten signature in cursive script that reads "Milton A. Gatlin".

Milton A Gatlin, P.E.  
President



SOUTH CAROLINA  
DEPARTMENT OF COMMERCE

David M. Beasley  
Governor

Robert V. Royall, Jr.  
Secretary

October 18, 1996

The Honorable Norman Crain  
Chairman/Supervisor, Oconee County  
208 Booker Drive  
Walhalla, South Carolina 29691

Dear Chairman Crain:

The Department of Commerce, Division of Community Grant Programs (DCGP) has reviewed your recent request for a Community Development Block Grant (CDBG) Program application for approximately \$250,000 to Oconee County for the renovation of a former school building into a Learning Center for at-risk families.

Oconee County is being issued a 1996 Liveable Communities Program application. The application is not yet available on computer disk but will be forwarded when it becomes available. Your application has been assigned the DCGP Control Number of LC 96-010 and it has been forwarded to Judy Romano of Appalachian Council of Governments. The issuance of the application is not a commitment of funding. The applicant is required to comply with all citizen participation requirements prior to the submission of the application. You must complete this application and send the original and two (2) copies to DCGP at Post Office Box 927, Columbia, South Carolina 29201. Please do not return the computer disk as your application submission.

We will begin accepting applications on December 16, 1996 on a first come, first served basis. Please note all applications received on a given day will be date stamped only, on the day it is received, and reviewed for compliance with federal and state guidelines. If more applications are received than funds are available, acceptable applications will be funded in the order they are received until funds are exhausted. Any remaining applications, and all subsequent applications, received by DCGP will be funded on the basis that applications addressing an imminent health threat will be given first priority and applications proposing the lowest cost per low and moderate income (LMI) beneficiary will be given second priority. After all funds have been awarded, DCGP may return any unfunded applications if received.

DIVISION OF COMMUNITY GRANT PROGRAMS  
1122 Lady Street, Suite 700, Post Office Box 927  
Columbia, South Carolina 29201  
Telephone: (803) 734-0420 Fax: (803) 734-0385 TDD: (803) 734-1147

The Honorable Norman Crain  
October 18, 1996  
Page 2

Based on CDBG Program Regulations at 24 CFR Part 570 Subpart I, Section 489(b), the state authorizes Oconee County to incur costs for CDBG application preparation and environmental review activities prior to grant approval and to include these pre-agreement costs based on actual costs incurred in the CDBG grant application. Please be aware that obligation of funds prior to grant award is **at the risk of the local government** and that no reimbursement may be made for the costs described herein if the local government does not receive a grant. No other costs to be paid with CDBG funds may be incurred prior to grant award without specific written authorization of DCGP. All pre-grant activities must be eligible and undertaken in accordance with the 24 CFR Part 570 Subpart I and 24 CFR Part 58. Any contracts for pre-grant services must be procured in accordance with the State Procurement Procedures and CDBG requirements and contracts over \$2,500 submitted to DCGP for review and approval prior to execution.

If you have any questions or need assistance in preparing the application, please call Lisa Kalsbeck, at 734-0420.

Sincerely,



Bonnie Ammons  
Assistant Director

c: Judy Romano

**OCONEE COUNTY COUNCIL**

**RESOLUTION 96-36**

**WHEREAS**, the Oconee Adult Education Program wishes to renovate the former Gignilliat Park School building into a multipurpose facility, which will provide adult education, adult literacy, English as a second language, childcare, Head Start and a parents' center for undereducated and at-risk families and youth in Oconee County; and

**WHEREAS**, the program will be called the Oconee Family Learning Center, and will be operated and maintained by the Oconee County Adult Education Program; and

**WHEREAS**, the Oconee Family Learning Center will provide a one-stop center to meet the educational, employment, social, and medical referral needs of undereducated and at-risk families and youth, so that for the first time, all needs of each family will be met at one site, including needs assessment, case management, classes and childcare; and

**WHEREAS**, the School District of Oconee County, through the auspices of Oconee County, wishes to apply for \$250,000 in Community Development Block Grant (CDBG) funds from the State of South Carolina, Department of Commerce, Division of Community Grant Services, for the purpose of renovating the old school building; and

**WHEREAS**, Oconee County Council understands that the twenty percent (20%) local match for this project, as well as any additional funds that may be needed to renovate the building, will be provided by the School District of Oconee County, and not by County Council.

**NOW THEREFORE, BE IT RESOLVED THAT** the Oconee County Council supports this application for funding and supports the use of CDBG Funds in this manner.

**ADOPTED AND APPROVED** on first and final reading this nineteenth day of November, 1996.

\_\_\_\_\_  
Norman D. Crain  
Supervisor-Chairman  
Oconee County Council

Attest:

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



# Oconee County Sewer Commission

623 Return Church Road • Seneca, South Carolina 29678  
803-972-3900

## FACSIMILE TRANSMISSION

November 18, 1996

Mr. Norman Crain  
Oconee County Supervisor  
208 Booker Drive  
Walhalla, S.C. 29691

**Re: Cane Creek Pump Station Upgrade**

Dear Mr. Crain:

The Sewer Commission voted at the November 4th meeting to recommend the award of a construction bid in the amount of \$231,548.00 to RT Construction Company for the above referenced project.

RT Construction Company was the low bidder of two (2) bids received. Their bid of \$285,222.00 was negotiated down to \$231,548.00 by deleting minor items from the project. The only other bid was from Goodwater, Inc. and was \$409,874.00.

Time has been requested on the Council agenda for the November 19 meeting. This project is being funded totally by grants and is in conjunction with the recent expansion at Schlumberger Industries near West Union.

If you need further information, please call.

Sincerely,

Robert C. Winchester  
General Superintendent

RCW/kh

Enclosures

cc: County Council Members (Distributed by Council Clerk)  
Commissioners



NOV 13 1996

**GOLDIE  
&  
ASSOCIATES**

*engineering, environmental  
and laboratory services*

November 11, 1996

Mr. Robert Winchester  
General Superintendent  
Oconee County Sewer Commission  
623 Return Church Road  
Seneca, South Carolina 29678

Re: Cane Creek Lift Station Upgrade  
Goldie & Associates Project Number F41.8.2

Dear Mr. Winchester:

Goldie & Associates recommends award of the referenced project construction work to RT Construction. The enclosed Agreement has been revised to include correspondence between RT Construction and the Oconee County Sewer Commission which discussed reducing the construction fees and scope. Due to long delivery times quoted on the pumps, we have changed the allowable construction duration in the agreement from 180 to 200 days. If the project is not complete by this time, liquidated damages will be applied.

Thank you for the opportunity to work on this important project. Please call if we can be of further assistance.

Sincerely,

Goldie & Associates



Mark H. Finley, P.E.  
Civil Group Leader

encl: as discussed

cc: Mr. Ron Terry RT Construction

mf/c/wp51/f41-8-1



# Oconee County Sewer Commission

623 Return Church Road • Seneca, South Carolina 29678  
803-972-3900

July 26, 1996

Mr. Dirk Reis  
Appalachian Council of Governments  
P.O. Box 6668  
Greenville, S.C. 29606

Dear Dirk:

This letter follows discussions of the bids for the Cane Creek Pump Station upgrade in Oconee County.

Attached find a bid tabulation of the two competitive bids received for this project. Please note that both bids are considerably over budget. Also, find a negotiated summary of reductions from the low bidder, RT Construction Company of Greenville, S.C. The attached negotiated deducts reduce the construction bid to \$231,548, excluding any contingency for rock, which exceeds the budgeted construction costs \$125,7887 + \$15,000 contingency for a difference of \$90,761.

The revised project budget is as follows:

Construction	\$231,548	
Rock contingency	25,000	
Construction contingency	10,000	
Engineering	10,000	
Construction inspection	7,500	
Legal	5,000	
Total	<u>\$289,048</u>	
	- 144,523	50% funding by SCB&CB
	- 81,600	Prior commitment from ARC
	<u>\$62,924</u>	Balance needed for project

I have included a copy of a prior letter to Congressman Lindsey Graham for your file.

Please review this information and provide any assistance possible to secure the additional funding necessary to complete this project.

Mr. Dirk Reis  
July 26, 1996  
Page 2

Thanks for your cooperation.

Sincerely,



Robert C. Winchester  
General Superintendent, OCSC

RCW/ew

cc: Congressman Lindsey Graham  
Norman Crain, Supervisor Chairman  
Commissioners  
Bob Gaillard, Economic Dev.  
Mark Finley, Goldie & Ass.

FROM : APPALACHIAN COUNCIL

864 242 6957

1996.11-18

12:55

#927 P.02/03

10/24/96 150 10:53 FAX 8649723900

APPAL. REG. COMM.

002

October 21, 1996

Honorable David Beasley  
Governor of South Carolina  
State House  
Columbia, South Carolina 29211

Re: Oconee County Schlumberger Sewer  
(SC-12240-96-OR-214-0912)

Dear Governor Beasley:

Enclosed is a copy of the Appalachian Regional Commission's approval of a grant for the referenced project dated October 21, 1996.

Appalachian Regional Commission funds in the amount of \$62,881 have been made available to the Administrator, Rural Utilities Service, U.S. Department of Agriculture.

A copy of the approval is enclosed.

Sincerely yours,

THOMAS M. HUNTER  
Executive Director

Enclosure

cc: State Alternate  
Jack Ellenberg  
~~WEE/amer/HK/ing~~  
Files

TMH/cty 10/21/96

CREATIVE

PRODUCTIONS

INC.

October 23, 1996

**Thwanda L. Davidson**  
Co-President  
119 Andrew Drive  
Seneca, SC 29678  
(864) 888-8580  
FAX (864) 888-8580

**Viola Sharperson**  
Co-President  
1032 Oakmont Drive  
Orangeburg, SC 29115  
(803) 535-0136  
FAX (803) 535-0136

**Dorinda J. Cotton**  
Planning Consultant  
12 Harvest Ridge Drive  
Columbia, SC 29223  
(803) 788-5513

Norman D. Crain, Supervisor/Chairman  
Oconee County Council  
208 Booker Drive  
Walhalla, SC 29691

Dear Mr. Crain:

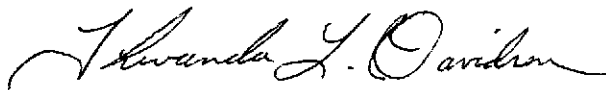
On behalf of the **L. D. Barksdale Sickle Cell Anemia Foundation, Inc.**, we are requesting approval to be included on the *3rd Tuesday (November 19)* agenda of the Oconee County Council.

The **L. D. Barksdale Sickle Cell Anemia Foundation, Inc.** is a nonprofit organization that has been in existence for 22 years. The organization is currently serving 15 counties in the state of South Carolina. For the past 22 years, the foundation has provided services to each family with community assistance. Because of budget cuts, we are unable to continue providing services to our clientele without community support and funds.

Within the allotted time, members of the foundation would like to present to the Oconee County Council the need for their support to continue serving families in Oconee County.

Thank you for attention to this request. If you should have any questions, please feel free to call me at (864) 888-8580. I look forward to hearing from you soon.

Cordially,



Thwanda L. Davidson

# Oconee County Local Emergency Planning Committee

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Telephone (864) 638-4200  
Fax (864) 643-7046

208 Backer Drive  
Walhalla, SC 29691

## MEMO

TO: Norman Crain, County Supervisor  
County Council Members

FROM: Anthony Klutz  
Henry H. Gordon, Jr.

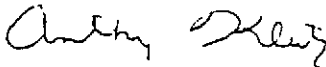
DATE: November 14, 1996

SUBJECT: HAZARDOUS CHEMICALS/WASTES ORDINANCE FOR OCONEE  
COUNTY

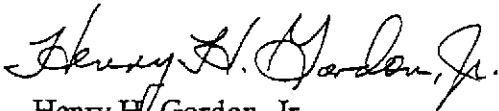
Attached is the revised subject ordinance to be presented to County Council for the third and final reading for your review and approval.

This ordinance has had some minor changes since the second reading; however, the basic content is essentially the same.

If you have any questions or concerns, please contact Henry Gordon, LEPC Coordinator, at 638-4200.



Anthony Klutz  
Chairman, LEPC



Henry H. Gordon, Jr.  
Coordinator, LEPC

CF: Tim Cain, County Attorney

## ORDINANCE

### HAZARDOUS CHEMICALS/WASTES ORDINANCE

AN ORDINANCE TO ESTABLISH FOR OCONEE COUNTY PROVISIONS TO IDENTIFY AND MONITOR HAZARDOUS CHEMICALS/WASTES TO PROTECT THE WELL BEING AND HEALTH OF OCONEE COUNTY RESIDENTS.

#### SECTION 1. PURPOSE.

- (A) It is the intent of this Ordinance to develop a data base of information concerning the location and storage of hazardous chemicals/wastes in Oconee County. This data base will be used to protect all emergency personnel from injury or death from an explosion or fire because of unknown dangerous materials present.
- (B) It is further intended to use this data base to protect the natural environment and the general public through the monitoring of the use and the storage of hazardous chemicals/wastes within Oconee County.
- (C) It is further intended to locate and identify those facilities that should report the storage of hazardous chemicals/wastes, form site layout plans and assure compliance with the Emergency Planning and Community Right-to-Know Act (EPCRA).

#### SECTION 2. SCOPE.

- (A) The regulations set forth herein shall apply to any facility located within the jurisdiction of this Ordinance that is now or is proposed to be location for any activities involving the manufacture, generation handling or storage of hazardous chemicals/wastes.

### SECTION 3. DEFINITIONS.

(A) For the purposes of this Ordinance, the following definitions shall apply:

Hazardous Chemicals:

Any chemical requiring a Material Safety Data Sheet (MSDS) as defined under the Federal Occupational Safety and Health Administration (OSHA) Hazard Communication Standard codified at 29 CFR. Part 1910.1200.

For the purpose of this ordinance, the term Hazardous Chemical does not include:

1. Any food, food additive, color additive, drug or cosmetic regulated by the Food and Drug Administration.
2. Any substance present as a solid in any manufactured item to the extent exposure to the substance does not occur under normal conditions of use.
3. Any substance to the extent it is used for personal, family or household purposes or is present in the same form and concentration as a product packaged for distribution and use by the general public.
4. Any substance to the extent it is used in medical research laboratory or a hospital or other medical facility under the direct supervision of a technically qualified individual.
5. Any substance to the extent it is used in routine agricultural operations or is a fertilizer held for sale by a retailer to the ultimate customer.
6. Any substance or product that is exempt under OSHA regulations from the applicability of the MSDS requirements (29 CFR. Section 1910.1200 (b)).

Hazardous Wastes:

The list of wastes listed by EPA or DHEC or meeting characteristics specified by the EPA in their criteria pursuant to the Resource Conservation and Recovery Act (RCRA).

Extremely Hazardous Substances:

Those materials designated as such by the administrator of the United States Environmental Protection Agency as listed in 40 CFR. Part 355.



Facility:

All buildings, equipment, structure, and other stationary items that are located on a single site or on contiguous or adjacent sites and which are owned or operated by the same person (or by any person which controls, is controlled by, or under common control with, such person). Facility shall include man-made structures as well as all natural structures in which chemicals are purposefully placed or removed through human means such that it functions as a containment structure for human use. The private residence portion of a structure is not considered a facility.

(B.) For the purpose of registration, the following Reporting Categories are hereby established and defined:

Category A:

Includes any facility which is subject to the reporting requirements of Section 302 of Title III of the Superfund Amendments and Reauthorization Act (SARA) and stores an extremely hazardous substance as listed by the EPA in a quantity greater than or equal to the threshold planning quantity (TPQ). Category also includes any facility which is required to report under Sections 311, 312 of SARA and stores any hazardous chemical in a quantity greater than or equal to 10,000 pounds

Category B:

Includes any facility which is required to submit a Hazardous Waste Report as determined by the South Carolina Department of Health and Environmental Control (SCDHEC) whether the facility is or is not subject to SARA reporting requirements.

SECTION 4. REPORTING REQUIRED

- (A) The frequency of the reporting requirements are the same as those for filing Section 311, Section 312 and/or Hazardous Waste Activity Reports.
- (B) Reporting requirements for Category A facilities shall be in accordance with the requirements as specified in EPCRA.
- (C) For purposes of this ordinance, Reporting for the owners/operators of Category B facilities shall consist of a copy of the most recent report of hazardous waste activity as filed with DHEC. This report is due using the same schedule for filing these reports as required by DHEC.

(D) Owners/operators of facilities must file the appropriate reports with the Oconee County Emergency Preparedness Agency for each category whose acceptance criteria applies.

(E) Government agencies are not exempted from compliance.

(D) Registrations are nontransferable.

(E) All owners/operators of facilities have 60 days to comply with this ordinance after approval of the third reading by County Council.

#### SECTION 5. OFFICIAL'S RIGHT OF ENTRY

(A) The appropriate official designated by the County Supervisor as their authorized representative may at all normal business hours request access to any building whether completed or under construction, or to any property for the purpose of making an inspection or investigation to enforce any of the provisions of this Ordinance and, if denied, and a belief exists as to probable cause that hazardous chemicals/wastes are present, then such official shall have the authority to seek a search warrant and/or an inspection warrant to allow inspection of the premises.

#### SECTION 6. MANDATORY INFORMATION SYSTEM

(A) All facilities affected by this Ordinance are required to install and maintain a Knox Box at a location readily available to emergency personnel in case of a hazardous substances incident.

(B) The Knox Boxes shall be installed and operational within 12 months following the adoption of this ordinance for current facilities or within 60 days of the establishment of a new facility subject to this ordinance located in Oconee County. Oconee County Emergency Preparedness Agency will be responsible for verifying the information contained in the Knox Box with the facility owner.

(C) The Knox Box will be required to contain the following items: a facility map, emergency contacts, material safety data sheet (MSDS) information or its location, emergency response plan, and the location of emergency equipment. These items shall be kept current by the facility owner/operator.

(D) The exact location, design and any other specifications for the Knox Box will be issued by the Oconee County Emergency Preparedness Agency.

## SECTION 7. MARKING OF HAZARDOUS CHEMICALS/WASTES STORAGE AREAS.

The owners/operators of all facilities affected by this ordinance are required to clearly mark containers or areas where hazardous substances are stored to increase the effectiveness and safety of emergency response personnel.

## SECTION 8. SAMPLING PERMITTED

- (A) The owner/operator of a facility where containers of chemicals/wastes are stored which are subject to this ordinance who is unable to identify or substantiate the contents of the container through process knowledge or documentation shall be required to sample and analyze such container at the owner's expense and report the results to the appropriate county official. If the owner/operator cannot or will not perform the required analysis, the county may do so and bill the owner/operator.
- (B) In the event of a spill or release of hazardous chemicals/wastes requiring a response by the county HAZ-MAT personnel, the appropriate officials may verify the contents of any substance container by requiring a sample for analysis if the holder of owner, or owner of a substance container is unable to immediately identify or substantiate the contents through the production of trade-accepted manifests and/or acceptable documentation. Sampling and/or the cost of sampling shall be the responsibility of the holder or owner of the substance container. Sampling analysis shall be in accordance with standard laboratory techniques by a DHEC certified lab or method approved by appropriate officials.

## SECTION 9. VEHICLE INSPECTION

No materials shall be transported in any vehicle which has physical, mechanical or electrical defects which could cause or contribute to fire or explosion or which are improperly placarded, as provided in the United States Department of Transportation Regulation. The County law enforcement officers shall have the authority to inspect a vehicle transporting materials for such defects or violations and shall prohibit a defective vehicle or improperly placarded vehicle transporting materials on roads and highways within the County.

## SECTION 10. DISPOSAL

Disposal of waste shall be by methods meeting all requirements of state and federal law.

## SECTION 11. REIMBURSEMENT.

In the event of a spill or release of any hazardous chemical/waste, as defined by this Ordinance, which would require Oconee County to commit its hazardous material resources, the party or parties (includes transporters of hazardous chemicals/waste in and through Oconee County) responsible for such spill or release shall pay all reasonable response costs incurred by Oconee County, including all reasonable legal fees, in its efforts to mitigate any risks to life, property and/or the environment caused by such spill or release. The Oconee County Supervisor, or the appropriate incident commander shall have the sole authority to commit Oconee County's HAZ-MAT resources.

## SECTION 12. ENFORCEMENT AND ADMINISTRATION.

The Oconee County Emergency Preparedness Agency will be responsible for administration of this Ordinance and administration of reporting requirements.

## SECTION 13. DISPOSITION OF FUNDS COLLECTED.

All funds collected pursuant to this ordinance shall be remitted to the County Treasurer and credited to the County's General Fund and shall be allocated to the appropriate County department for the replacement of materials and supplies used in connection with the County's HAZ-MAT response capability in accordance with County purchasing policies and procedures.

## SECTION 14. NOTICES AND ORDERS.

If an emergency situation exists or appears to exist, the County may petition for a court order enjoining the owner or occupant of the facility to mitigate the emergency.

## SECTION 15. VIOLATION AND PENALTIES.

- (A) Any owner or operator of any facility that is subject to this Ordinance, who fails to rectify any existing violation of this Ordinance or who fails to take immediate action to abate a violation of this Ordinance when ordered or notified to do so by the appropriate official designated by the County Supervisor or their duly authorized representative, shall be guilty of a misdemeanor and sentenced to pay a fine up to \$200.00 and/or thirty (30) days in jail for each offense.
- (B) Any owner or operator of a facility that fails to report hazardous chemicals/wastes covered by this Ordinance is in violation of the Ordinance and is subject to the penalties and fines as previously outlined in Section 15 (A).
- (C) No owner or operator any facility shall fail, after proper credentials are displayed, to permit entry into any building or onto any property by the appropriate official designated by the County Supervisor, or a duly authorized agent, for the purpose of inspections pursuant to this Ordinance. Any person violating this section shall be guilty of a misdemeanor and, upon conviction sentenced up to a \$200.00 fine or 30 days in jail for each offense.

## SECTION 16. CONFLICT

All provisions in other county ordinances in conflict with this ordinance are hereby repealed.

## SECTION 17. ORDINANCE LEGALITY.

If any section, subsection or clause of this Ordinance is found to be unconstitutional or otherwise invalid, the validity or the remaining section, subsections and clauses shall not be affected thereby.

APPROVED & ADOPTED ON FIRST READING, this \_\_\_\_\_ day of  
February, 1996 by a vote of :

\_\_\_\_\_ : YES \_\_\_\_\_ : NO

\_\_\_\_\_, Clerk

APPROVED & ADOPTED ON SECOND READING, this \_\_\_\_\_ day of  
March, 1996 by a vote of :

\_\_\_\_\_ : YES \_\_\_\_\_ : NO

\_\_\_\_\_, Clerk

APPROVED, RATIFIED & ADOPTED ON THIRD AND FINAL READING, this  
\_\_\_\_\_ day of May, 1996 by a vote of :

\_\_\_\_\_ : YES \_\_\_\_\_ : NO

\_\_\_\_\_  
Supervisor-Chairman  
Oconee County Council

Attest:  
\_\_\_\_\_, Clerk

DRAFT

**CLEMSON-OCONEE COUNTY AIRPORT**

**HEIGHT LIMITATION ORDINANCE**

**OCONEE COUNTY, SOUTH CAROLINA**

Prepared by:

Talbert & Bright, Inc.  
and  
Holland Consulting Planners, Inc.

May, 1996

CLEMSON-OCONEE COUNTY AIRPORT  
HEIGHT LIMITATION ORDINANCE

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**CLEMSON-OCONEE COUNTY AIRPORT  
HEIGHT LIMITATION ORDINANCE  
OCONEE COUNTY, SOUTH CAROLINA**

**INTRODUCTION**

**ENACTMENT:**

AN ORDINANCE ESTABLISHING AIRPORT-RELATED HEIGHT LIMITATION REGULATIONS FOR CERTAIN AREAS OF OCONEE COUNTY, SOUTH CAROLINA, AND PROVIDING FOR THE ADMINISTRATION, ENFORCEMENT, AND AMENDMENT THEREOF, IN ACCORDANCE WITH THE PROVISIONS OF TITLE 6, CHAPTER 7, ARTICLE 9, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED.

**PREAMBLE:**

WHEREAS, the South Carolina Code empowers Oconee County to enact a Height Limitation Ordinance and to provide for its administration, enforcement, and amendment, and

WHEREAS, the County Council deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the County to enact such an Ordinance, and

WHEREAS, the County Council have appointed a Planning Commission to recommend the boundaries of the various original districts and appropriate regulations to be enforced therein, and

WHEREAS, airport hazards endanger the lives and property of users of airports and occupants and owners of property in their vicinity, and

WHEREAS, the creation or establishment of an airport hazard injures the community served by the airport in question, and

WHEREAS, in the interest of the public health, safety and general welfare, it is necessary that the creation or establishment of airport hazards be prevented, and

WHEREAS, the prevention of these obstructions should be accomplished, to the extent legally possible, by the exercise of police power without compensation, and

WHEREAS, the Planning Commission has given reasonable consideration, among other things, to the character of the district and its peculiar suitability for particular uses, with a view to preventing airport hazards and protecting public interests, and

WHEREAS, the Planning Commission has submitted its final report to the County Council, and

WHEREAS, the County Council has given due public notice of hearings relating to the height limitation regulations and restrictions, and have held such public hearings, and

WHEREAS, all requirements of the South Carolina Code with regard to actions of the Oconee County Council have been met;

NOW, THEREFORE, BE IT ORDAINED BY OCONEE COUNTY, SOUTH CAROLINA, AS FOLLOWS:

**SECTION 1.0      GENERAL**

1.1.    Authority

The provisions of this Ordinance are adopted under authority granted by the General Assembly of the State of South Carolina.

1.2.    Jurisdiction

The regulations set forth in this Ordinance shall be applicable within the area as shown on the Official Clemson-Oconee County Airport Height Limitation Ordinance Map.

1.3.    Conflict With Other Ordinances

In case of conflict between this ordinance or any part thereof, and the whole or part of any existing or future ordinance of Oconee County, the most restrictive shall in all cases apply.

1.4    Validity

If any section, clause, provision or portion of this ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this ordinance which is not of itself invalid or unconstitutional, and the remainder of the provisions hereof shall remain in full force and effect.

1.5    Development in Progress

On the date this ordinance becomes effective, any development project which either has plans under review by a public regulatory agency, or which can substantiate that significant development planning is in progress, is exempt from the provisions of this ordinance – except for any project which constitutes a public nuisance and/or any project which constitutes a hazard to the safe operation of the Clemson-Oconee County Airport, to include but not be limited to airspace obstructions.

Work performed by professionals such as land planners, architects, engineers, surveyors, attorneys, and other professionals, together with expenditures of substantial funds within the previous twelve (12) months for such services for the development project, as evidenced by plats, engineering drawings, physical location or relocation of service facilities (such as water and sewer), etc., shall constitute significant development planning is in progress. If the completion of any such

project is not diligently pursued in a timely manner and substantial funds have not been expended in reliance upon the "Grandfathered" status, the Planning Commission may revoke the project's "Grandfathered" status.

The Planning Commission shall determine each petition for exempt status on a case-by-case basis. The completion of a project shall be deemed not to be diligently pursued if no additional activity of a development planning nature can be shown for a period of twelve successive months following the granting of the building permit.

If projects which desire "Grandfather" status are not submitted for review by the Planning Commission within twelve (12) months after the date of adoption of this ordinance, said projects shall lose their eligibility for "Grandfather" status.

1.6. Title

This Ordinance shall be known as the Clemson-Oconee County Airport Height Limitation Ordinance, and may be cited as the Height Ordinance.

1.7 Effective Date

This ordinance shall take effect and be in force on the date of enactment by the Oconee County Council.

Date of First Reading: \_\_\_\_\_

Date of Second Reading: \_\_\_\_\_

Date of Final Reading: \_\_\_\_\_

\_\_\_\_\_, Supervisor  
Name

ATTEST: \_\_\_\_\_  
Name, Clerk

## SECTION 2.0      DEFINITIONS

### 2.1.    General

For the purpose of this Ordinance certain terms or words used herein shall be interpreted as follows.

### 2.2.    Tense and Number

- (1)    The present tense includes the future tense and the future tense includes the present tense.
- (2)    The singular number includes the plural number and the plural number includes the singular number.

### 2.3.    Word Interpretations

- (1)    The word "may" is permissive.
- (2)    The words "shall" and "will" are mandatory.
- (3)    The word "County" shall mean the County of Oconee, South Carolina.
- (4)    The words "Planning Commission" shall mean the Oconee County Planning Commission.
- (5)    The words "County Council" shall mean County Council of Oconee County, South Carolina.
- (6)    The word "person" includes a firm, association, organization, partnership, trust, company, or corporation as well as an individual.
- (7)    The words "used" or "occupied" include the words intended, designed, or arranged to be used or occupied.
- (8)    The word "lot" includes the words plat or parcel.

### 2.4.    Definitions

- (1)    Airport: means anyplace where aircraft can land and take off.
- (2)    Airport Elevation: means the highest point of an airport's usable landing area measured in feet from sea level.

- (3) Airport Height Restriction Districts: The definitions of these districts are set forth in Section 3.0 of this Ordinance.
- (4) Airport, Public: the Clemson-Oconee County Airport.
- (5) Airport, Private: any privately owned and operated airport.
- (6) Approach Surface: means a surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the airport height restriction districts limitations set forth in Section 3.2. of this Ordinance. In plan view the perimeter of the approach surface coincides with the perimeter of the airport district.
- (7) Assessor's Office: means the administrative agency which has been designated by the Oconee County Council to administer the Height Ordinance regulations.
- (8) Conical District: means slopes twenty (20) feet outward for each foot upward beginning at the periphery of the horizontal district and at one hundred fifty (150) feet above the airport elevation and extending to a height of three hundred fifty (350) feet above the airport elevation, or at a height of one thousand two hundred forty-two (1,242) feet above mean sea level.
- (9) Construction: means the erection or alteration of any structure either of a permanent or temporary character.
- (10) Excepted Height Limitations: means nothing in this Ordinance shall be construed as prohibiting the construction or maintenance of any structure, or growth of any tree to a height up to fifty (50) feet above the surface of the land.
- (11) Height: means the overall height of a structure, including any appurtenance thereon, and for the purpose of determining the height limitations set forth herein, the datum shall be mean sea level elevation unless otherwise specified.
- (12) Horizontal District: means a horizontal plane one hundred fifty (150) feet above the established airport elevation or at a height of one thousand forty-two (1,042) feet above mean sea level, the perimeter of which in plane coincides with the perimeter of the horizontal district.
- (13) Lot: means the least fractional part of subdivided lands, which have been duly recorded, having fixed boundaries, an assigned number, letter, or other name through which it may be identified.

- (14) Nonconforming Use: means any structure, growth or use of land which was lawfully in existence prior to the enactment of the regulations and which does not conform to these regulations.
- (15) Non-precision Instrument Runway: means a runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in non-precision instrument approach procedure has been approved or planned.
- (16) Obstruction: means any structure, growth, or other object, including a mobile object, which exceeds a limiting height set forth in Section 3.3. of this Ordinance.
- (17) Precision Instrument Runway: RESERVED.
- (18) Primary Surface: means a surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends two hundred (200) feet beyond each end of that runway; for military runways or when the runway has no specially prepared hard surface, or planned hard surface, the primary surface ends at each end of that runway. The width of the primary surface is set forth in Section 3.0 of this Ordinance. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.
- (19) Runway: means a defined area on an airport prepared for landing and take-off of aircraft along its length.
- (20) Structure: means any object constructed or installed by man, including but not limited to buildings, towers, smokestacks, utility poles, and overhead transmission lines.
- (21) Transitional Surfaces: means surfaces extended outward at ninety (90°) degree angles to the runway centerline and the runway centerline extended at a slope of seven (7) feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces. Transitional surfaces for those portions of the precision approach surfaces, which project through and beyond the limits of the conical surface, extend a distance of five thousand (5,000) feet measured seven (7) feet outward for each foot upward beginning at the sides of and at the same elevation as the approach surface, and extending a horizontal distance of five thousand (5,000) feet measured at ninety (90°) degree angles to the extended runway centerline.
- (22) Utility Runway: means a runway that is constructed for and intended to be used by propeller driven aircraft of twelve thousand five hundred (12,500) pounds maximum gross weight and less.



## SECTION 3.0 HEIGHT RESTRICTIONS

### 3.1. General

Notwithstanding any other provisions of this Ordinance, no structure may be built or vegetation allowed to grow within any district established by this Ordinance which in any way endangers or interferes with the landing, takeoff, or maneuvering of aircraft intending to use the airport. The height restrictions for the individual districts shall be those planes delineated as surfaces in Part 77.25, Subchapter E (Airspace), of Title 14 of the Code of Federal Regulations, or in successor federal regulations.

### 3.2. Airport Height Restriction Districts

In order to carry out the provisions of this Ordinance, there are hereby created and established certain districts which include all of the land lying beneath the approach surfaces, transitional surfaces, horizontal surfaces, and conical surfaces as they apply to Clemson-Oconee County Airport. Such districts are shown on the Clemson-Oconee County Airport Height Limitation Map consisting of one (1) sheet, prepared by Talbert & Bright, Inc., and dated March, 1994, which, together with all explanatory matter thereon, is by reference made a part of this Ordinance. A lot located in more than one (1) of the following districts is considered to be only in the district with the more restrictive height limitation. The various height restriction districts are hereby established and defined as follows:

- (1) Visual Approach District (Runway 25): The inner edge of this district coincides with the width of the primary surface and is five hundred (500) feet wide. The approach district expands outward uniformly to a width of one thousand five hundred (1,500) feet at a horizontal distance of five thousand (5,000) feet from the primary surface. Its centerline is the continuation of the centerline of the runway.
- (2) Non-precision Instrument Approach District (Runway 7): The inner edge of this approach district coincides with the width of the primary surface and is five hundred (500) feet wide. The approach district expands outward uniformly to a width of three thousand five hundred (3,500) feet at a horizontal distance of ten thousand (10,000) feet from the primary surface. Its centerline is the continuation of the centerline of the runway.
- (3) Transitional Districts: The transitional districts are the areas beneath the transitional surfaces.
- (4) Horizontal District: The horizontal district is established by swinging arcs of ten thousand (10,000) feet radii for all runways designated instrument or visual from the center of each end of the primary surface of each runway and

connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal district does not include the approach and transitional districts.

- (5) Conical District: The conical district is established as the area that commences at the periphery of the horizontal district and extends outward from the horizontal district at a slope of twenty (20) to one (1) for a distance of four thousand (4,000) feet.

### 3.3. Airport Height District Restrictions

Except as otherwise provided in this Ordinance, no structure shall be erected, altered, or maintained, and no tree or other vegetation shall be allowed to grow in any district created by this Ordinance to a height in excess of the applicable height limit herein established for such district. Such applicable height limitations are hereby established for each of the districts in question as follows:

- (1) Visual Approach District (Runway 25): Slopes twenty (20) feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of five thousand (5,000) feet along the extended runway centerline.
- (2) Non-precision Instrument Approach District (Runway 7): Slopes thirty-four (34) feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of ten thousand (10,000) feet along the extended runway centerline.
- (3) Transitional District: Slopes seven (7) feet outward for each foot upward beginning at the sides of and at the same elevation as the primary surface and the approach surface, and extending to a height of one hundred fifty (150) feet above the airport elevation, which is eight hundred ninety-two (892) feet above mean sea level. In addition to the foregoing, there are established height limits sloping seven (7) feet outward for each foot upward beginning at the sides of and at the same elevation as the approach surface, and extending to where they intersect the conical surface.
- (4) Horizontal District: Established at one hundred fifty (150) feet above the airport elevation or at a height of one thousand forty-two (1,042) feet above mean sea level.
- (5) Conical District: Slopes twenty (20) feet outward for each foot upward beginning at the periphery of the horizontal district and at one hundred fifty (150) feet above the airport elevation and extending to a height of three hundred fifty (350) feet above the airport elevation, one thousand two hundred forty-two (1,242) feet above mean sea level.

- (6) Excepted Height Limitations: Nothing in this Ordinance shall be construed as prohibiting the construction or maintenance of any structure, or growth of any tree or other vegetation to a height up to fifty (50) feet above the surface of the land.
- (7) Private airports are prohibited.

## SECTION 4.0 NONCONFORMING SITUATIONS

### 4.1. General

After the effective date of this Ordinance, structures which would be prohibited under the regulations of this Ordinance and which were existing prior to the effective date of this Ordinance, shall be considered as nonconforming. It is the intent of this Ordinance to permit these nonconformities to continue until they are removed, but not to encourage their continual use. Nonconforming structures may be continued provided they conform to the provisions of this Ordinance.

### 4.2. Definitions

Unless the context clearly indicates otherwise, the terms defined below are used in this article in the following manner:

- (1) Nonconforming Situation: means a situation that occurs when, on the effective date of this Ordinance or any amendment hereto, an existing structure does not conform to one (1) or more of the regulations applicable to the height restriction zone in which the structure is located.
- (2) Nonconforming Building or Structure (Dimensional Nonconformity): means a nonconforming situation that occurs when the height of a building does not conform to the regulations applicable to the height restriction zone in which the property is located.
- (3) Nonconforming Project: means any structure that is incomplete at the effective date of this Ordinance and would be inconsistent with any regulation applicable to the height restriction zone in which it is located if completed as proposed or planned.

### 4.3. Completion of Nonconforming Projects

The construction or erection of any nonconforming project may be completed provided:

- (1) All construction is done pursuant to a validly issued building permit.

### 4.4. Extension or Enlargement of Nonconforming Situations

4.4.a. Except as specifically provided in this subsection, it shall be unlawful for any person to engage in any activity that causes an increase in the extent of nonconformity of a nonconforming situation.

- 4.4.b. Physical alteration of structures or the placement of new structures on open land are unlawful if they result in greater nonconformity with respect to height limitations.
- 4.4.c. Minor repairs to and routine maintenance of structures where nonconforming situations exist are permitted and encouraged.
- 4.4.d. A structure that is nonconforming in any respect or a structure that is used in a nonconforming manner may be reconstructed or replaced if partially or totally destroyed, subject to the following restrictions:
- (1) A letter of intent is received by the Assessor's Office within six (6) months from the time of such destruction;
  - (2) A building permit is obtained from the Assessor's Office with one (1) year from the time the damage or destruction took place;
  - (3) The reconstructed building shall eliminate height limitation nonconformities if that can reasonably be accomplished without unduly burdening the reconstruction process or limiting the right to continue the nonconforming use of such building.
  - (4) The cost of reconstruction is less than eighty (80%) percent of the assessed tax value of the structure.
- 4.4.e. Whenever the Assessor's Office determines that a nonconforming structure has been more than eighty (80%) percent torn down, or a tree or other vegetation is physically deteriorated or decayed, no permit shall be granted that would allow such structure or tree or other vegetation to exceed the applicable height limits as specified in Section 3.

4.5. Marking and Lighting

Notwithstanding the preceding provisions of this Section, the owner of any existing nonconforming structure or tree or other vegetation is hereby required to permit the installation, operation, and maintenance thereon of such markers and lights as shall be deemed necessary by the Clemson-Oconee County Airport Manager to indicate to the operators of aircraft in the vicinity of the airport the presence of such airport obstruction. Such markers and lights shall be installed, operated, and maintained at the expense of the Clemson-Oconee County Airport.

**SECTION 5.0            ADMINISTRATION, ENFORCEMENT, APPEAL  
                                 COMPLAINTS AND REMEDIES**

**5.1.    Administration and Enforcement**

The Oconee County Council shall fund sufficient personnel to administer and enforce the provisions of this ordinance. If the Assessor's Office shall find that any of the provisions of this ordinance are being violated, the Assessor's Office shall notify in writing the person responsible for such violations, indicating the nature of the violation and ordering the action necessary to correct it. He shall order discontinuance of illegal buildings or structures; removal of illegal buildings or structures or of illegal additions, alterations, or structural changes; discontinuance of any illegal work being done; or shall take any other action authorized by this ordinance to ensure compliance with or to prevent violation of its provisions.

**5.2.    Building Permits Required**

No building, mobile home, or other structure shall be erected, located, moved, added to, or structurally altered without a Certificate of Ordinance Compliance therefor issued by the Assessor's Office. No building or other structure permit shall be approved by the Assessor's Office except in conformity with the provisions of this ordinance, unless he is so directed by the Board of Appeals as provided by this ordinance. No building permit issued under the provisions of this ordinance for construction in the jurisdictional area of this ordinance shall be considered valid unless approved by the Assessor's Office through a Certificate of Ordinance Compliance.

**5.3    Application for Building Permit**

5.3.a. All applications for building permits shall be accompanied by sufficient information to allow the Assessor's Office to determine conformance with and provide for the enforcement of this ordinance.

5.3.b. One (1) copy of the plans and/or other information presented shall be returned to the applicant by the Assessor's Office after he shall have marked such copy either as approved or disapproved and attested to the same by his signature on such copy. The original copy of the plans, similarly marked, shall be retained by the Assessor's Office.

5.4 Certificate of Ordinance Compliance for New, Altered, or Nonconforming Structures

5.4.a. It shall be unlawful to use, occupy, or permit the use or occupancy of any structure, building, or premises, or all or parts thereof hereafter created, erected, changed, converted, or wholly or partly altered or enlarged in its structure until a Certificate of Ordinance Compliance shall have been issued therefor by the Assessor's Office stating that the proposed structure, building, or land conforms to the requirements of this ordinance.

5.4.b. Failure to obtain a Certificate of Ordinance Compliance shall be a violation of this ordinance, and punishable under Section 5.9 of this ordinance.

5.5 Expiration of Building Permit

If the work described in any building permit has not begun six (6) months from the date of issuance thereof, said permit shall expire; it shall be canceled by the Assessor's Office. Permit extensions may be issued by the Assessor's Office.

5.6 Complaints Regarding Violations and Remedies

Whenever a violation of this ordinance occurs, or is alleged to have occurred, any person may file written complaint. Such complaint, stating fully the causes and basis thereof, shall be filed with the Assessor's Office. The Assessor's Office shall record properly such complaint, immediately investigate, and take whatever action is necessary to assure compliance with the ordinance.

5.7 Remedies

In case any building or structure is proposed to be, or is erected, constructed, reconstructed, altered, maintained; or any land is proposed to be, or is used in violation of this ordinance, the Oconee County Attorney, or any other person aggrieved may, in addition to other remedies provided by law, institute an injunction, abatement, or any other appropriate action or proceeding to prevent, enjoin, abate, or remove such unlawful erection, construction, reconstruction, alteration, maintenance, or use.

5.8 Penalties for Violation

Any person violating any provisions of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be imprisoned for a period not to exceed thirty (30) days and/or fined not more than two hundred (\$200.00) dollars for each offense. Each day such violation continues shall constitute a separate offense.

Nothing herein contained shall prevent the county from taking such other lawful action as is necessary to prevent or remedy any violation.

5.9 Appeal from the Decision of the Assessor's Office

It is the intention of this ordinance that all questions arising in connection with the enforcement of the ordinance shall be presented first to the Assessor's Office and that such questions shall be presented to the Board of Appeals only on appeal from the decision of the Assessor's Office as provided for in Section 6.0.



## SECTION 6.0 BOARD OF APPEALS

### 6.1 Establishment of Board of Appeals

A Board of Appeals is hereby established. Said board shall consist of seven (7) members, who shall be citizens of Oconee County, and shall be appointed by the County Council for overlapping terms of not less than three (3) years nor more than five (5) years or thereafter until their successors are appointed. Initial appointment shall be as follows: Two (2) members for a term of three (3) years, three (3) members for a term of four (4) years, and two (2) members for a term of five (5) years. Any vacancy in the membership shall be filled for the unexpired term in the same manner as the initial appointment. Members shall serve without pay but may be reimbursed for any expenses incurred while representing the board.

### 6.2 Proceedings of the Board of Appeals

The Board of Appeals shall elect a chairman and a vice chairman from its members who shall serve for one (1) year or until re-elected, and appoint a secretary, who may be a county officer, an employee of the county, a member of the Planning Commission, or a member of the Board of Appeals. The board shall adopt rules and by-laws in accordance with the provisions of this ordinance and of the General Statutes of South Carolina, Title 6, Chapter 7, Article 9, Code of Laws of SC 1976, as amended. Meetings of the board shall be held at the call of the chairman and at such other times as the board may determine. All meetings of the board shall be open to the public.

### 6.3 Decisions of the Board of Appeals

The concurring vote of a majority of the members present at a meeting of the Board of Appeals shall be necessary to reverse any order, requirement, decision or determination of the Assessor's Office or to decide in favor of the applicant on any matter upon which it is required to pass under this ordinance or to affect any variation of this ordinance. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be public record. On all appeals, applications, and matters brought before the Board of Appeals, the board shall inform in writing all the parties involved of its decisions and the reasons thereof.

#### 6.4 Appeals, Hearings, and Notice

- 6.4.a. Appeals to the board may be filed by any person aggrieved or by any officer, department, board, or bureau of the county. Such appeal shall be filed within a reasonable time, as provided by the rules of the board, by filing with the Assessor's Office and with the Board of Appeals notice of said appeal specifying the grounds thereof. The Assessor's Office shall forthwith transmit to the board all papers constituting the record upon which the action appealed from was taken.
- 6.4.b. An appeal stays all legal proceedings in furtherance of the action appealed from unless the Assessor's Office certifies to the board, after the notice of appeal shall have been filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the board or by a court of record on application, on notices to the officer from whom the appeal is taken, and on due cause shown.
- 6.4.c. The board shall fix a reasonable time for the hearing of the appeal or other matter referred to it, and give public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. Notice of the time and place of the public hearing shall be published in a newspaper of general circulation in the county at least fifteen (15) days in advance of the scheduled hearing date. At the hearing, any party may appear in person or by agent or by attorney.

#### 6.5 Powers and Duties of the Board of Appeals

The Board of Appeals shall have the following powers and duties:

- 6.5.a. To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination by the Assessor's Office in the enforcement of this act.
- 6.5.b. To authorize upon appeal in specific cases a variance from the terms of the ordinance as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of the ordinance will, in an individual case, result in unnecessary hardship so that the spirit of the ordinance shall be observed, public safety and welfare secured, and substantial justice done. Such variance may be granted in case of unnecessary hardship upon a finding by the Board of Appeals, provided that:
  - (1) there are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography; and

- (2) the application of the ordinance to this particular piece of property would create an unnecessary hardship; and
- (3) such conditions are peculiar to the particular piece of property involved; and
- (4) relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of the ordinance or the comprehensive plan, provided, however, that no variance may be granted for a use of land or building or structure that is prohibited in a given district.

6.5.c. To hear and decide special exceptions subject to the terms of any ordinance upon which such board is required to pass under the terms of such ordinance; provided, that the governing authority may by ordinance designate itself or another body as the proper body to hear and decide special exceptions.

6.5.d. To decide on other matters where a decision of the Board of Appeals may be specifically required by the provisions of this ordinance.

6.5.e. In exercising the above powers, the Board of Appeals may, in conformity with the provisions of this act, reverse or affirm, wholly or in part, or may modify the order requirements, decision, or determination and to that end shall have all the powers of the Assessor's Office from whom the appeal is taken and may issue or direct the issuance of a permit. The board, in execution of the duties for which appointed, may subpoena witnesses and, in case of contempt, may certify such fact to the Circuit Court having jurisdiction.

6.5.f. All final decisions and orders of the board shall be in writing and be permanently filed in the office of the board as a proper record. All findings of fact and conclusions of law shall be separately stated in final decisions or orders of the board.

## 6.6 Appeals from Decisions of Board of Appeals

Any person who may have a substantial interest in any decision of the Board of Appeals may appeal from any decision of the board to the Circuit Court in and for Oconee County by filing with the Clerk of Court a petition in writing setting forth plainly, fully, and distinctly wherein such decision is contrary to law. Such appeal shall be filed within thirty (30) days after the decision of the board is rendered.

## SECTION 7.0      AMENDMENTS

### 7.1    Authority

This ordinance, including the Airport Height Limitation Map, may be amended from time to time by the County Council as herein specified, but no amendment shall become effective unless it shall have been proposed by or shall first have been submitted to the Planning Commission. The Planning Commission shall have thirty (30) days within which to submit its report. If the Planning Commission fails to submit a report within the thirty (30) day period, it shall be deemed to have approved the proposed amendment.

### 7.2    Requirements for Change

When the public necessity, convenience, or general welfare justify such action, and after the required review and report of the Planning Commission, County Council may undertake the necessary steps to amend the Height Ordinance.

### 7.3    Procedure for Amendments

Requests to amend the Height Ordinance shall be processed in accordance with the following requirements:

7.3.a. Initiation of Amendments. A proposed amendment to the Height Ordinance may be initiated by the Planning Commission or by the owner or owners of the property proposed to be changed, provided, however, that action shall not be initiated for an amendment affecting the same parcel or parcels of property or any part thereof, and requesting the same change in district classification by a property owner or owners of more than once every twelve (12) months.

7.3.b. Application Procedure. Application forms for amendment requests shall be obtained from the Assessor's Office. Completed forms will be filed with the Assessor's Office for presentation to the Planning Commission. Any communication purporting to be an application for an amendment shall be regarded mere notice to seek relief until it is made in the form required.

- (1) Applications for amendments must be submitted, in proper form, at least twenty (20) days prior to a Planning Commission meeting in order to be heard at that meeting.
- (2) The Planning Commission, at regular meetings, shall review and prepare a report, including its recommendation for transmittal to the County Council.

- (3) All meetings of the Planning Commission shall be open to the public. At a meeting, any party may appear in person, or by agent, or by attorney.
- (4) No member of the Planning Commission shall participate in a matter in which he has any pecuniary or special interest.
- (5) Following action by the Planning Commission, all papers and data pertinent to the application shall be transmitted to the County Council for final action.

7.3.c. Public Hearing. Before enacting an amendment to this ordinance, the County Council or Planning Commission shall hold a public hearing thereon; notice of the time and place of which shall be published in a newspaper of general circulation in the county at least fifteen (15) days in advance of the scheduled public hearing date.

7.3.d. Official Clemson-Oconee County Airport Height Limitation Map Amendments

The map bearing the designation "Official Clemson-Oconee County Airport Height Limitation Map, Oconee County, South Carolina," shall be identified by the signature of the Chairman of the County Council of Oconee County, attested by the Clerk of the County Council of Oconee County, and bear the Seal of the County under the words, "Official Clemson-Oconee County Airport Height Limitation Map, Oconee County, South Carolina," together with the date of the adoption of this ordinance.

- (1) If changes are made in district boundaries or other matter portrayed on the Official Clemson-Oconee County Airport Height Limitation Map, such changes shall be entered on the Official Clemson-Oconee County Airport Height Limitation Map promptly by the Assessor's Office within fifteen (15) days after the amendment has been approved by the County Council. No amendment to this ordinance which involves information portrayed on the Official Clemson-Oconee County Airport Height Limitation Map shall become effective until after such change has been made on such map.
- (2) No changes of any nature shall be made on the Official Clemson-Oconee County Airport Height Limitation Map or information shown thereon except in conformity with the procedures set forth in this ordinance. Any unauthorized change of whatever kind by any person or persons shall be considered a violation of this ordinance and punishable as provided by law.
- (3) Regardless of the existence of purported copies of the Official Clemson-Oconee County Airport Height Limitation Map which may from time to time be made or published, the Official Clemson-Oconee

County Airport Height Limitation Map, which shall be located in the Assessor's Office, shall be the final authority as to the current status of land and water areas, buildings, and other structures in the county.

#### 7.4 Reversion

To prevent land speculation at the expense of the general public, and to insure the timing of projects in accord with stated developmental objectives, construction shall start on property within six (6) months after district designation. In unusual circumstances where more time is needed to secure development permits, the Assessor's Office may issue extensions in six month increments up to eighteen (18) additional months. If construction is not begun within the extended time, the Planning Commission shall review the district designation of said property and the progress which has taken place, and if deemed necessary, initiate proceedings to reclassify the property in a manner consistent with the comprehensive plan.

BIDDER	Hubbard Paving & Grading, Inc.				Tugalo Construction Company				Vulcan Materials Company			
	Est. Sq. Yds.	Est. Tonnage	Price/ ton(sq yd)	Price	Est. Sq. Yds.	Est. Tonnage	Price/ ton(sq yd)	Price	Est. Sq. Yds.	Est. Tonnage	Price/ ton(sq yd)	Price
LEC Type 3	5909	518	33.00	17,094.00	4203	518	44.94	23,278.92	5630	465	48.00	22,320.00
LEC Remove, dispose, Set Up	1023	N/A	5.03	5,145.69	670	N/A	15.59	10,445.30	934	N/A	26.00	24,284.00
LEC Binder	1023	171	33.00	5,643.00	670	74	47.99	3,551.26	934	103	66.00	6,798.00
Total for LEC:				27,882.69				37,275.48				53,402.00
Public Service Building	598	49	33.00	1,617.00	598	49	49.36	2,418.64	586	48	48.00	2,304.00
Courthouse	868	72	33.00	2,376.00	868	87	46.44	4,040.28	824	68	48.00	3,264.00
Agriculture Building	1990	164	33.00	5,412.00	1990	164	46.59	7,640.76	1944	160	48.00	7,680.00
DSS	3478	287	33.00	9,471.00	3478	287	44.69	12,826.03	3430	283	48.00	13,584.00
Seneca Health Dept Type 3	3050	252	33.00	8,316.00	3050	252	51.29	12,925.08	2687	221	62.00	13,702.00
Seneca Health Dept Full Depth Patch	120	40	33.00	1,320.00	67	22	78.02	1,716.44	80	27	85.00	2,295.00
Seneca Health Dept Macadam Base				0.00		22	57.38	1,262.36		18	75.00	1,350.00
Seneca Health Dept Black Base				0.00		22	137.99	3,035.78				0.00
Total for Seneca Health Dept:				9,636.00				18,939.66				17,347.00
Fairplay Fire Dept	325	27	33.00	891.00	221	18	136.97	2,465.46	221	18	100.00	1,800.00
Option: Striping (per linear foot)				0.00			.25/linear ft.					0.00
TOTAL (estimated)				\$ 57,285.69				\$ 85,606.31				\$ 99,381.00
General Liability	yes				on file				not included with bid			
Workers Compensation	yes				on file				not included with bid			
Bid Bond	yes				yes				yes			

Attended Bid Opening: Marianne Dillard, Jenny Peay - Oconee County, Paul Jones - Vulcan Materials, Carol Hubbard - Hubbard Paving, Willie Adams - Tugalo Constr.

**BID NO. 96-18**

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

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

The Hubbard Paving & Grading, Inc. SC. Bidders License #B50053  
(name of company)

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 resurfacing certain county parking lots.

<u>Parking Lot to Be Paved</u>	<u>Contractor's Est. Square Yards</u>	<u>Contractor's Est. Tonnage</u>	<u>Price</u>
Oconee Law Enforcement Ctr(Type 3)	<u>5,909</u>	<u>518</u>	<u>33.00 /ton</u>
Remove, Dispose, Set Up	<u>1,023</u>	<u>N/A</u>	<u>5.03 /sq. yd.</u>
Binder	<u>1,023</u>	<u>171</u>	<u>33.00 /ton</u>
Public Service Building	<u>598</u>	<u>49</u>	<u>33.00 /ton</u>
Oconee County Courthouse	<u>868</u>	<u>72</u>	<u>33.00 /ton</u>
Agriculture Building	<u>1,990</u>	<u>164</u>	<u>33.00 /ton</u>
DSS	<u>3,478</u>	<u>287</u>	<u>33.00 /ton</u>
Seneca Health Dept (Type 3)	<u>3,050</u>	<u>252</u>	<u>33.00 /ton</u>
Full Depth Patch	<u>120</u>	<u>40</u>	<u>33.00 /ton</u>
Macadam Base	<u>N/A</u>		<u>/ton</u>
Black Base	<u>N/A</u>		<u>/ton</u>
Fairplay Fire Department	<u>325</u>	<u>27</u>	<u>33.00 /ton</u>

**Option:**

Striping per linear foot \$ \_\_\_\_\_

Bid shall include delivery to location stated on Bid Notice.

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

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

Bidding Organization: Hubbard Paving & Grading, Inc.

Address: 5600 N. Hwy. 11, Walhalla, SC 29691

Signature of Bidders Representative: *Alvin Hubbard*

Title: President Date: Oct. 28, 1996

Telephone: 638-6427



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

DATE: October 28, 1996 BID NO. 96-18

The Hubbard Paving & Grading, Inc. takes the following exceptions:  
(Bidder)

If awarded contract, we possibly cannot be completed by May 31, 1997 because of just coming out of winter, inclement weather and work overload from previous year which would need to be taken into consideration. We possibly would need extensions on time frame, but we will work it out with you.

Thanks!

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

*Algin Hubbard*

**BID NO. 96-18**

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

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

The TUGALO CONSTRUCTION COMPANY  
(name of company)

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 resurfacing certain county parking lots.

<u>Parking Lot to Be Paved</u>	<u>Contractor's Est. Square Yards</u>	<u>Contractor's Est. Tonnage</u>	<u>Price</u>
Oconee Law Enforcement Ctr(Type 3)	<u>4203</u>	<u>518</u>	<u>44.94</u> /ton
Remove, Dispose, Set Up	<u>670</u>	<u>N/A</u>	<u>15.59</u> /sq. yd.
Binder	<u>670</u>	<u>74</u>	<u>47.99</u> /ton
Public Service Building	<u>598</u>	<u>49</u>	<u>49.36</u> /ton
Oconee County Courthouse	<u>868</u>	<u>87</u>	<u>46.44</u> /ton
Agriculture Building	<u>1990</u>	<u>164</u>	<u>46.59</u> /ton
DSS	<u>3478</u>	<u>287</u>	<u>44.69</u> /ton
Seneca Health Dept (Type 3)	<u>3050</u>	<u>252</u>	<u>51.29</u> /ton
Full Depth Patch	<u>67</u>	<u>22</u>	<u>78.02</u> /ton
Macadam Base	<u>N/A</u>	<u>22</u>	<u>57.38</u> /ton
Black Base	<u>N/A</u>	<u>22</u>	<u>137.94</u> /ton
Fairplay Fire Department	<u>221672</u>	<u>18</u>	<u>136.97</u> /ton

**Option:**

Striping per linear foot \$ 0.25/LF

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: By MAY 31, 1997

Bidding Organization: TUGALO CONSTRUCTION COMPANY

Address: 79 PRATHER BRIDGE RD, P.O. BOX 968, TOCCOA, GA. 30577

Signature of Bidders Representative: [Signature]

Title: DIVISION MANAGER Date: 10/29/96

Telephone: (706) 886-3164

*Noted Add. 1 & 2 + [Signature]*

BID NO. 96-18

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

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

The VULCAN MATERIALS COMPANY AND SUBSIDIARY COMPANIES  
(name of company)

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 resurfacing certain county parking lots.

<u>Parking Lot to Be Paved</u>	<u>Contractor's Est. Square Yards</u>	<u>Contractor's Est. Tonnage</u>	<u>Price</u>
Oconee Law Enforcement Ctr(Type 3)	<u>5630</u>	<u>465</u>	<u>48<sup>00</sup></u> /ton
Remove, Dispose, Set. Up	<u>934</u>	<u>N/A</u>	<u>26<sup>00</sup></u> /sq. yd
Binder	<u>934</u>	<u>103</u>	<u>66<sup>00</sup></u> /ton
Public Service Building	<u>586</u>	<u>48</u>	<u>48<sup>00</sup></u> /ton
Oconee County Courthouse	<u>824</u>	<u>68</u>	<u>48<sup>00</sup></u> /ton
Agriculture Building	<u>1944</u>	<u>160</u>	<u>48<sup>00</sup></u> /ton
DSS	<u>3430</u>	<u>283</u>	<u>48<sup>00</sup></u> /ton
Seneca Health Dept (Type 3)	<u>2687</u>	<u>221</u>	<u>62<sup>00</sup></u> /ton
Full Depth Patch	<u>80</u>	<u>27</u>	<u>85<sup>00</sup></u> /ton
Macadam Base	<u>N/A</u>	<u>18</u>	<u>75<sup>00</sup></u> /ton
Black Base	<u>N/A</u>	<u>N/A</u>	<u>N/A</u> /ton
Fairplay Fire Department	<u>221</u>	<u>18</u>	<u>100<sup>00</sup></u> /ton

Option:

Striping per linear foot

\$ N/A

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: AS REQUIRED

Bidding Organization: VULCAN MATERIALS COMPANY AND SUBSIDIARY COMPANIES

Address: P.O. Box 1597 ANDERSON, SOUTH CAROLINA 29622

Signature of Bidders Representative: [Signature]

Title: CONSTRUCTION ENGINEER Date: 10/25/96

Telephone: (864) 224-3574

BIDDER		Advanced Fire Apparatus Inc		Anderson Fire And Safety		Charlotte Equipment Sales Inc		Jack L. Slagle's Fire Company		Carolina Safety Assoc. Inc		Asheville Fire And Safety Company	
QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
8	Astra Style coats-tan			330.00	2640.00			330.28	2642.24	* 300.46	2403.68		
8	Astra Style Bib Pants-tan			231.00	1848.00			175.00	1400.00	183.89	1471.12		
5	Astra Style coat -black			330.00	1650.00			330.28	1651.40	*300.46	1502.30		
5	Astra Style Bib Pants -black			231.00	1155.00			175.00	875.00	183.89	919.45		
5	Pair Servus non-insulated boots			63.00	315.00			57.61	288.05	60.50	302.50	66.30	331.50
13	Pair Gloves - thermo leather			20.00	260.00			26.86	349.18	38.40	499.20	32.00	416.00
19	Flash Hoods Lenzing			18.00	342.00	15.50	294.50	14.32	272.08	17.60	334.40	20.00	380.00
12	Bullard Helmets			107.00	1284.00			121.98	1463.76	101.20	1214.40	115.00	1380.00
20	Bunker Gear Bags	29.00	580.00	35.00	700.00	28.00	560.00	35.20	704.00	34.60	692.00	35.00	700.00
2	100' Sections 5' Hose			505.00	1010.00			522.04	1044.08	665.80	1331.60		
4	1 3/4 Hose - 50' sections			145.00	580.00			120.87	483.48	82.80	331.20		
1	Salvage Cover			125.00	125.00			87.85	87.85	97.60	97.60	140.00	140.00
6	Scott Cylinders			310.00	1860.00			451.38	2708.28	314.50	1887.00	300.00	1800.00
1	18' Supervac - 4 H.P. Engine	1250.00	1250.00	1150.00	1150.00			1121.91	1121.91	907.50	907.50	1000.00	1000.00
8	Streamlights SL45	86.00	688.00	85.00	680.00			87.42	699.36	96.80	774.40	100.00	800.00
1	Halogen Floodlight w/4' poles	245.00	245.00	568.00	568.00			254.23	254.23	342.00	342.00	325.00	325.00
2	1 1/2" Nozzle	329.00	658.00	351.02	702.04			352.22	704.44	385.70	771.40	375.00	750.00
9	Super Pass Alarms - SP1 - Grace			112.00	1008.00			* 95.50	859.50	106.00	954.00		
3	Sets walk away brackets	29.00	87.00	55.00	165.00			27.33	81.99	43.70	131.10	48.00	144.00
1	Hose Washer	1460.00	1460.00			315.00	315.00	315.00	315.00	360.53	360.53		
20	Flashlights			* 12.25	245.00								
2	Scott SCBA air packs			1390.00	2780.00			1412.08	2824.16	1488.00	2976.00	1450.00	2900.00
1	Scotty Back Pack			275.00	275.00			292.05	292.05				
4	5 gallon cans Class A foam	60.00	240.00			60.00	240.00	73.65	294.60	64.00	256.00		
Total per vendor:				\$ 1,143.00	\$ 6,013.00		\$ 875.00		\$ 7,298.61		\$ 2,453.10		\$ 1,800.00
Delivery		14 days		30 - 45 days				30 - 45 days				30 days	
* - did not meet specs													
Attended Bid Opening: Marianne Dillard, Ann Albertson, Dewitt Mize, Bobby Williams - Oconee County, Charles Lancaster - Slagle's													

BIDDER	Stevens Fire Equipment		NafeCo Inc		Zimmerman-Evans Inc	
	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
8 Astra Style coats-tan						
8 Astra Style Bib Pants-tan						
5 Astra Style coat -black						
5 Astra Style Bib Pants -black						
5 Pair Servus non-insulated boots	60.78	303.90	62.00	310.00	69.55	347.75
13 Pair Gloves - thermo leather	22.98	298.74	24.00	312.00	16.80	218.40
19 Flash Hoods Lenzing	19.58	372.02	18.00	342.00	25.70	488.30
12 Bullard Helmets	99.00	1188.00	99.00	1188.00		
20 Bunker Gear Bags	21.81	436.20	45.00	900.00	25.50	510.00
2 100' Sections 5" Hose	516.37	1032.74	510.00	1020.00	628.00	1256.00
4 1 3/4" Hose - 50' sections	119.57	478.28	145.00	580.00	99.50	398.00
1 Salvage Cover	112.24	112.24	93.00	93.00	121.37	121.37
6 Scott Cylinders						
1 18" Supervac - 4 H.P. Engine	882.35	882.35	862.50	862.50		
8 Streamlights SL45	95.27	762.16	98.00	784.00		
1 Halogen Floodlight w/4' poles	264.71	264.71	265.50	265.50	315.00	315.00
2 1 1/2" Nozzle	375.01	750.02	375.00	752.00	441.09	882.18
9 Super Pass Alarms - SP1 - Grace	98.12	883.08	105.00	945.00	111.15	1000.35
3 Sets walk away brackets	39.04	117.12	62.75	188.25	51.66	154.98
1 Hose Washer	352.94	352.94	331.00	331.00		
20 Flashlights	16.39	327.80	16.35	327.00		
2 Scott SCBA air packs						
1 Scotty Back Pack						
4 5 gallon cans Class A foam			65.25	261.00		
	did not meet specs - shipping not included in above prices		did not meet specs - shipping not included in above prices		did not meet specs - shipping not included in above prices	

BID NO. 96-19

(Use this number on envelopes and all related correspondence)

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

The ADVANCED FIRE APPARATUS 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 fire fighting equipment for the Rural Fire Department

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	
8	Globe/Janesville Astra Style coats-tan	<u>NO BID</u>	<u>                    </u>	
8	Globe/Janesville Astra Style Bib Pants-tan	<u>NO BID</u>	<u>                    </u>	
5	Globe/Janesville Astra Style coat -black	<u>NO BID</u>	<u>                    </u>	
5	Globe/Janesville Astra Style Bib Pants -black	<u>NO BID</u>	<u>                    </u>	
5	Pair Servus non-insulated boots	<u>NO BID</u>	<u>                    </u>	
13	Pair Gloves - thermo leather	<u>NO BID</u>	<u>                    </u>	
19	Flash Hoods Lenzing	<u>NO BID</u>	<u>                    </u>	
12	Bullard Helmets	<u>NO BID</u>	<u>                    </u>	
20	Bunker Gear Bags	<u>\$29.00</u>	<u>\$580.00</u>	
2	100' Sections 5" Hose	<u>NO BID</u>	<u>                    </u>	
200	Foot - 1 3/4 Hose - 50' sections	<u>NO BID</u>	<u>                    </u>	
1	Salvage Cover	<u>NO BID</u>	<u>                    </u>	
6	Scott Cylinders	<u>NO BID</u>	<u>                    </u>	
1	18" Supervac - 4 H.P. Engine	<u>1250.00</u>	<u>\$1250.00</u>	RAMFAN
8	Streamlights SL45	<u>\$86.00</u>	<u>\$688.00</u>	
1	Halogen Floodlight w/4' poles	<u>\$245.00</u>	<u>\$245.00</u>	GFE
2	1 1/2" Nozzle	<u>\$329.00</u>	<u>\$658.00</u>	ELKHART
9	Super Pass Alarms - SP1 - Grace	<u>NO BID</u>	<u>                    </u>	SM 10
3	Sets walk away brackets	<u>\$29.00</u>	<u>\$87.00</u>	
1	Hose Washer	<u>\$1,460.00</u>	<u>\$1,460.00</u>	GFE
20	Flashlights	<u>NO BID</u>	<u>                    </u>	
2	Scott SCBA air packs	<u>NO BID</u>	<u>                    </u>	
1	Scotty Back Pack	<u>NO BID</u>	<u>                    </u>	
4	5 gallon cans Class A foam	<u>\$60.00</u>	<u>\$240.00</u>	

Bid Form  
Bid 96-19  
Page 2

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: 14 DAYS A.R.O.

BIDDING ORGANIZATION ADVANCED FIRE APPARATUS

ADDRESS: P. O. BOX 1609

CITY, STATE, ZIP CODE CANTON GA. 30114

SIGNATURE OF BIDDERS REPRESENTATIVE Roger Bailey

TITLE PRESIDENT

DATE 10-28-96

TELEPHONE 800-809-3755

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

DATE: 10-28-96 BID NO. 96-19

The ADVANCED FIRE APPARATUS INC. takes the following exceptions:  
(Bidder)

PPV IS BID AS A RAMFAN WITH INFORMATION ENCLOSED  
NOZZLES ARE BID AS ELKHART WITH INFORMATION ENCLOSED  
HOSE WASHER IS BID AS A GFE WITH INFORMATION ENCLOSED

SIGNATURE: Logan Bailey



BID NO. 96-19

(Use this number on envelopes and all related correspondence)

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

The Anderson Fire & Safety 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 fire fighting equipment for the Rural Fire Department

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
8	Globe Jamesville Astra Style Bib Pants-tan -GX7	330.00	2640.00
8	Globe Jamesville Astra Style Bib Pants-tan #82676-1	231.00	1848.00
5	Globe Jamesville Astra Style Bib Pants-tan #92676-1 pants	330.00	1650.00
5	Globe Jamesville Astra Style Bib Pants -black	231.00	1155.00
5	Pair Servus non-insulated boots	63.00	315.00
13	Pair Gloves - thermo leather	20.00	260.00
19	Flash Hoods Lenzing -Charkate	18.00	342.00
12	Bullard Helmets	107.00	1284.00
20	Bunker Gear Bags	35.00	700.00
2	100' Sections 5" Hose	505.00	1010.00
200	Foot - 1 3/4 Hose - 50' sections	145.00	580.00
1	Salvage Cover	125.00	125.00
6	Scott Cylinders	310.00	1860.00
1	18" Supervac - 4 H.P. Engine	1150.00	1150.00
8	Streamlights SL45	85.00	680.00
1	Halogen Floodlight w/4' poles	568.00	568.00
2	1 1/2" Nozzle	351.02	702.04
9	Super Pass Alarms - SP1 - Grace	112.00	1008.00
3	Sets walk away brackets	55.00	165.00
1	Hose Washer		NO BID
20	Flashlights -Q4 Firelight	12.25	245.00
2	Scott SCBA air packs	1390.00	2780.00
1	Scotty Back Pack	275.00	275.00
4	5 gallon cans Class A foam	NO BID	NO BID

ATTICE\*\*\*  
Globe coats has  
least pocket  
inside of  
mat, in liner.

Bid Form  
Bid 96-19  
Page 2

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: 30 to 45 Days (except Globe Gear -90 Days)

BIDDING ORGANIZATION Anderson Fire & Safety

ADDRESS: P. O. BOX 1265 Anderson, S.C. 29622

CITY, STATE, ZIP CODE Anderson, S.C. 29622 3013 West Standridge

SIGNATURE OF BIDDERS REPRESENTATIVE Ralph Weeks

TITLE Fire Department Service Man

DATE 10/17/96

TELEPHONE 864-225-1128

This Sheet was not signed:

Thanks

Anderson Fire & Safety

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

DATE: 10-23-96 BID NO. 96-19

The Anderson Fire & Safety takes the following exceptions:  
(Bidder)

HELMETS--CHIEFTON #911-----\$90.00 each

PIGSKIN GLOVES-CHARKATE-----\$19.00 each

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



BID NO. 96-19

(Use this number on envelopes and all related correspondence)

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

The CHARLOTTE EQUIPMENT SALES, 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 fire fighting equipment for the Rural Fire Department

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
8	Globe/Janesville Astra Style coats-tan		
8	Globe/Janesville Astra Style Bib Pants-tan		
5	Globe/Janesville Astra Style coat -black		
5	Globe/Janesville Astra Style Bib Pants -black		
5	Pair Servus non-insulated boots		
13	Pair Gloves - thermo leather		
19	Flash Hoods Lenzing <i>LIFELINER DICKIE LENS</i>	<i>15.50</i>	<i>294.50</i>
12	Bullard Helmets		
20	Bunker Gear Bags <i>CS-12 24X13X13 CENTER zipper 2.25 pack</i>	<i>28.00</i>	<i>560.00</i>
2	100' Sections 5" Hose <del>100'</del>		
200	Foot - 1 3/4 Hose - 50' sections		
1	Salvage Cover		
6	Scott Cylinders		
1	18" Supervac - 4 H.P. Engine		
8	Streamlights SL45		
1	Halogen Floodlight w/4' poles		
2	1 1/2" Nozzle		
9	Super Pass Alarms - SP1 - Grace		
3	Sets walk away brackets		
1	Hose Washer - <i>SPMIRAL SHIMMER STEEL</i>		<i>315.00</i>
20	Flashlights		
2	Scott SCBA air packs		
1	Scotty Back Pack		
4	5 gallon cans Class A foam <i>ANGUS FORTSON 3%</i>	<i>60.00</i>	<i>240.00</i>

SC TAX 5% \$70.48

Bid Form  
Bid 96-19  
Page 2

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

Delivery Date: \_\_\_\_\_  
BIDDING ORGANIZATION CHARLOTTE EQUIPMENT SALES, INC.

ADDRESS: P. O. BOX 7243

CITY, STATE, ZIP CODE CHARLOTTE, NC 28241

SIGNATURE OF BIDDERS REPRESENTATIVE 

TITLE VICE PRESIDENT

DATE OCT. 11, 1996

TELEPHONE (704) 588-1276

BID NO. 96-19

(Use this number on envelopes and all related correspondence)

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

The JACK L. Slagle Fire Company 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 fire fighting equipment for the Rural Fire Department

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
8	Globe/Janesville Astra Style coats-tan Exemption ①	\$330.28	\$2627.84
8	Globe/Janesville Astra Style Bib Pants-tan Ex ②	\$175.00	\$1400.00
5	Globe/Janesville Astra Style coat -black Ex ③	\$330.28	\$1651.40
5	Globe/Janesville Astra Style Bib Pants -black Ex ④	\$175.00	\$875.00
5	Pair Servus non-insulated boots Alternate ①	\$57.61	\$288.05
13	Pair Gloves - thermo leather #GC-16-423 Firefighter by Slagle	\$26.86	\$349.18
19	Flash Hoods Lenzing #LLP8422ES	\$14.32	\$272.08
12	Bullard Helmets Alternate ②	\$121.97	\$1463.76
20	Bunker Gear Bags Fleming Industries #FT35031R-16X18X24	\$35.20	\$704.00
2	100' Sections 5" Hose Snaplike #SH-DT5.0X100 KAS	\$522.04	\$1044.08
200	Foot - 1 3/4 Hose - 50' sections Snaplike #SH DT-115X200KAS	\$120.97	\$483.48
1	Salvage Cover For Katak # FT 12X18R	\$87.85	\$87.85
6	Scott Cylinders Scott # 804103-01	\$451.38	\$2708.28
1	18" Supervac - 4 H.P. Engine Alternate ③	\$1221.91	\$1221.91
8	Streamlights SL45 SDSL-40XZ	\$87.42	\$699.36
1	Halogen Floodlight w/4' poles Exemption #E-500-PV-SH2	\$254.23	\$254.23
2	1 1/2" Nozzle Akron #1715	\$352.22	\$704.44
9	Super Pass Alarms - SP1 - Grace Alternate ④	\$95.50	\$859.50
3	Sets walk away brackets 2-co # 2C-KO-UH-6-F	\$27.33	\$81.99
1	Hose Washer Exemption ⑤	\$315.00	\$315.00
20	Flashlights	No Bid	No Bid
2	Scott SCBA air packs #804494-02	\$412.08	\$2824.16
2	Walk Away Buckle # 2C-KO-UH-6-F	\$27.33	\$54.66
1	Scotty Back Pack #4025BP-30	\$292.05	\$292.05
4	5 gallon cans Class A foam	\$73.65	\$294.60

\* Applicable sales tax must be added to total purchase amount by customer. JS/10/2016 \*Cancel Bond

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: Bunker Gear - 90 to 120 days after receipt of order  
Other items - 30 to 45 days after receipt of order  
BIDDING ORGANIZATION Jack L. Slayle Fire Company

ADDRESS: P. O. BOX 2184

CITY, STATE, ZIP CODE Cayce, SC 29171

SIGNATURE OF BIDDERS REPRESENTATIVE John J. Sedler

TITLE Equipment Bid Coordinator

DATE 10/28/96

TELEPHONE 803-791-4555

**BID SUPPLEMENTAL FORM**

**OCONEE COUNTY PURCHASING DEPARTMENT**

**201 WEST MAIN STREET**

**WALHALLA, SOUTH CAROLINA 29691**

DATE: 10/28/96

BID NO. 96-19

The JACK L. SLASLE Fire Company takes the following exceptions:  
(Bidder)

Exceptions

- #1, #3 - Bidding Globe # 80776-1 - GX-7 JACKETs per the attached specs  
# coats will include a metal coat hook attachment on left chest next to collar
- #2, #4 - Bidding Globe # 90776-1 - GX-7 Hi Back Trousers per the attached specs
- #5 - Bidding Slasle's - #SS Hosewasher

Alternates

- #1 - Bidding Black Diamond/Kevlar Boots #690-9000
- #2 - Bidding Cairns #660R Phoenix Helmets
- #3 - Bidding Tempest Controlled Airstream #00-18-Honda-4
- #4 - Bidding PAL 37 - #LS - PAL III +

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

John L. Slasle



Globe Protective Clothing specifications

QUANTITY	DESCRIPTION
8	#80776-1, 32", 7.5 OZ. TAN NOMEX GX-7 JACKETS NOMEX BATT ARAMID THERMAL LINER NEOPRENE COATED COTTON POLY MOISTURE BARRIER NFPA BASIC 2, R/O SCOTCHLITE TRIM. SUEDE LEATHER ELBOWS. #13P RADIO PKT., LEFT SLEEVE (ADVISE SIZE). #8P FLASHLIGHT PKT., ON LEFT CHEST.
5	#80776-1, 32", 7.5 OZ. BLACK NOMEX GX-7 JACKETS SAME LINER AS ABOVE L/Y NFPA BASIC 2 SCOTCHLITE TRIM L/Y LETTERING ON BACK: F.D.I. SUEDE ELBOWS #13P RADIO PKT., LEFT SLEEVE (ADVISE SIZE) #8P FLASHLITE PKT. ON LEFT CHEST
NOTE:	GLOBE NO LONGER MAKES THE ASTRA JACKET. WE WILL OFFER THE GX-7 AS A REPLACEMENT.
8	#90776-1, 7.5 OZ. TAN NOMEX GX-7 HI BACK TROUSERS NOMEX ARAMID THERMAL LINER NEOPRENE ON COTTON POLY MOISTURE BARRIER. SUEDE LEATHER KNEES 2" R/O SCOTCHLITE TRIM AROUND CUFFS
5	#90776-1, 7.5 OZ. BLACK NOMEX GX-7 HI BACK TROUSERS SAME LINER AS ABOVE 2" L/Y SCOTCHLITE TRIM AROUND CUFFS SUEDE KNEES

\* This turnout gear complies with the new NFPA-1971-1997 standards.

BID NO. 96-19

(Use this number on envelopes and all related correspondence)

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

The Carolina Safety Associates 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 fire fighting equipment for the Rural Fire Department

*Substitute  
Manufacturers*

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	
8	Globe/Janesville Astra Style coats-tan	<u>300.46</u>	<u>2,403.68</u>	Securitec Q
8	Globe/Janesville Astra Style Bib Pants-tan	<u>183.89</u>	<u>1,471.12</u>	" "
5	Globe/Janesville Astra Style coat -black	<u>300.46</u>	<u>1,502.30</u>	" "
5	Globe/Janesville Astra Style Bib Pants -black	<u>183.89</u>	<u>919.45</u>	" "
5	Pair Servus non-insulated boots #15154	<u>60.50</u>	<u>302.50</u>	
13	Pair Gloves - thermo leather	<u>38.40</u>	<u>499.20</u>	Backdraft
19	Flash Hoods Lenzing	<u>17.60</u>	<u>334.40</u>	Fire Dex
12	Bullard Helmets #PX	<u>101.20</u>	<u>1,214.40</u>	
20	Bunker Gear Bags	<u>34.60</u>	<u>692.00</u>	Fire Dex
2	100' Sections 5" Hose	<u>665.80</u>	<u>1,331.50</u>	Snapfit Conques
200	Foot - 1 3/4 Hose - 50' sections 4X	<u>82.80</u>	<u>331.20</u>	" Supren
1	Salvage Cover	<u>97.60</u>	<u>97.60</u>	
6	Scott Cylinders #804101-10	<u>314.50</u>	<u>1,887.00</u>	
1	18" Supervac - 4 H.P. Engine	<u>907.50</u>	<u>907.50</u>	
8	Streamlights SL45	<u>96.80</u>	<u>774.40</u>	
1	Halogen Floodlight w/4' poles	<u>342.00</u>	<u>342.00</u>	Tele light
2	1 1/2" Nozzle	<u>385.70</u>	<u>771.40</u>	Akron
9	Super Pass Alarms - SP1 - Grace	<u>106.00</u>	<u>954.00</u>	Racal-Ally
3	Sets walk away brackets	<u>43.70</u>	<u>131.10</u>	
1	Hose Washer	<u>360.53</u>	<u>360.53</u>	
20	Flashlights	<u>N/A</u>	<u>N/A</u>	
2	Scott SCBA air packs #804484-01	<u>1,488.00</u>	<u>2,976.00</u>	
1	Scotty Back Pack	<u>N/A</u>	<u>N/A</u>	
4	5 gallon cans Class A foam	<u>12.80</u>	<u>51.20</u>	Chemguard

Bid Form  
Bid 96-19  
Page 2

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

Delivery Date: 10-28-96  
BIDDING ORGANIZATION Carolina Safety Associates Inc.  
ADDRESS: P. O. BOX P.O. Box 520  
CITY, STATE, ZIP CODE Arcadia S.C. 29320  
SIGNATURE OF BIDDERS REPRESENTATIVE David Friedman  
TITLE Manager  
DATE 10-27-96  
TELEPHONE (864) 574-7373

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

DATE: 10-27-96 BID NO. 96-19

The Carolina Safety Associates Inc. takes the following exceptions:  
(Bidder)

Securitex Q series Gear for Globe/Janesville  
Fire Dex Flash Hoods  
Rocal-Ally Super Pass Alarm for Grace  
Chemguard Class A Foam for Monsanto

SIGNATURE: David Fisher

BID NO. 96-19

(Use this number on envelopes and all related correspondence)

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

The Asheville Fire & Safety Company 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 fire fighting equipment for the Rural Fire Department

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
8	Globe/Janesville Astra Style coats-tan	-	-
8	Globe/Janesville Astra Style Bib Pants-tan	-	-
5	Globe/Janesville Astra Style coat -black	-	-
5	Globe/Janesville Astra Style Bib Pants -black	-	-
5	Pair Servus non-insulated boots	66.30	331.50
13	Pair Gloves - thermo leather	32.00	416.00
19	Flash Hoods Lenzing	20.00	380.00
12	Bullard Helmets	115.00	1380.00
20	Bunker Gear Bags	35.00	700.00
2	100' Sections 5" Hose	-	-
200	Foot - 1 3/4 Hose - 50' sections	-	-
1	Salvage Cover	140.00	140.00
6	Scott Cylinders	300.00	1800.00
1	18" Supervac - 4 H.P. Engine	1000.00	1000.00
8	Streamlights SL45	100.00	800.00
1	Halogen Floodlight w/4' poles	325.00	325.00
2	1 1/2" Nozzle	375.00	750.00
9	Super Pass Alarms - SP1 - Grace	-	-
3	Sets walk away brackets	48.00	144.00
1	Hose Washer	-	-
20	Flashlights	-	-
2	Scott SCBA air packs	1450.00	2900.00
1	Scotty Back Pack	-	-
4	5 gallon cans Class A foam	-	-

Bid Form  
Bid 96-19  
Page 2

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: 30 Days  
BIDDING ORGANIZATION Asheville Fire & Safety Company Inc

ADDRESS: P. O. BOX PO Box 2626

CITY, STATE, ZIP CODE Asheville, NC 28802

SIGNATURE OF BIDDERS REPRESENTATIVE *Russel Pinehart*

TITLE President

DATE October 30, 1996

TELEPHONE 704-253-1197

BID NO. 96-19

(Use this number on envelopes and all related correspondence)

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

The STEVENS FIRE EQUIPMENT/NAFECO N.C. 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 fire fighting equipment for the Rural Fire Department

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
8	Globe/Janesville Astra Style coats-tan	NO/BID	NO/BID
8	Globe/Janesville Astra Style Bib Pants-tan	NO/BID	NO/BID
5	Globe/Janesville Astra Style coat -black	NO/BID	NO/BID
5	Globe/Janesville Astra Style Bib Pants -black	NO/BID	NO/BID
5	Pair Servus non-insulated boots	\$60.78	\$303.90 (Ranger 3104)
13	Pair Gloves - thermo leather	\$22.98	\$298.74 (Sheldy 5226)
19	Flash Hoods Lenzing	\$19.58	\$372.02 (PGE 30021)
12	Bullard Helmets	\$99.00	\$1188.00 (Lion 3700)
20	Bunker Gear Bags	\$21.81	\$436.20 (AP-177)
2	100' Sections 5" Hose	\$516.37	\$1032.74
200	Foot - 1 3/4 Hose - 50' sections	\$119.57	\$478.28
1	Salvage Cover	\$112.24	\$112.24 (18 oz vinyl)
6	Scott Cylinders	NO/BID	NO/BID
1	18" Supervac - 4 H.P. Engine	\$882.35	\$882.35 (71864-H)
8	Streamlights SL45	\$95.27	\$762.16
1	Halogen Floodlight w/4' poles	\$264.71	\$264.71 (Extendalite E 500 5M PS)
2	1 1/2" Nozzle	\$375.01	\$750.02
9	Super Pass Alarms - SPI - Grace	\$98.12	\$883.08
3	Sets walk away brackets	\$39.04	\$117.12 (Zico)
1	Hose Washer	\$352.91	\$352.91
20	Flashlights	\$16.39	\$327.80 (Pelican 2000)
2	Scott SCBA air packs	NO/BID	NO/BID
1	Scotty Back Pack	NO/BID	NO/BID
4	5 gallon cans Class A foam	NO/BID	NO/BID

SHIPPING NOT TO EXCEED \$150.00

Bid Form  
Bid 96-19  
Page 2

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

Delivery Date: 1 to 8 weeks  
BIDDING ORGANIZATION STEVENS FIRE EQUIP. / NAFECO N.C.  
ADDRESS: P. O. BOX 1000 EAST UNION STREET  
CITY, STATE, ZIP CODE MORGANTON, N.C. 28655  
SIGNATURE OF BIDDERS REPRESENTATIVE Allen Casler  
TITLE SALES  
DATE OCTOBER 24, 1996  
TELEPHONE 704-439-9575



**BID SUPPLEMENTAL FORM**

**OCONEE COUNTY PURCHASING DEPARTMENT**

**201 WEST MAIN STREET**

**WALHALLA, SOUTH CAROLINA 29691**

DATE: OCTOBER 24, 1996 BID NO. 96-19

The STEVENS FIRE EQUIPMENT / NAFECO NC takes the following exceptions:  
(Bidder)

ALTERNATES:

RANGER 3104 NON-INSULATED BOOTS

SHELBY 5226 GLOVES

LION 3700 HELMET

PELICAN 2000 - 0 FLASHLIGHTS

SIGNATURE: Allen Casler

BID NO. 96-19

(Use this number on envelopes and all related correspondence)

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

The NAFECO, 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 fire fighting equipment for the Rural Fire Department

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
8	Globe/Janesville Astra Style coats-tan	No Bid	
8	Globe/Janesville Astra Style Bib Pants-tan	No Bid	
5	Globe/Janesville Astra Style coat -black	No Bid	
5	Globe/Janesville Astra Style Bib Pants -black	No Bid	
5	Pair Servus non-insulated boots - Ranger	62.00	310.00
13	Pair Gloves - thermo leather	24.00	312.00
19	Flash Hoods Lenzing	18.00	342.00
12	Bullard Helmets - Lion Helmet	99.00	1,188.00
20	Bunker Gear Bags	45.00	900.00
2	100' Sections 5" Hose	510.00	1,020.00
200	Foot - 1 3/4 Hose - 50' sections -per 50'	145.00	580.00
1	Salvage Cover	93.00	93.00
6	Scott Cylinders	No Bid	
1	18" Supervac - 4 H.P. Engine	862.50	862.50
8	Streamlights SL45	98.00	784.00
1	Halogen Floodlight w/4' poles	265.50	265.50
2	1 1/2" Nozzle	376.00	752.00
9	Super Pass Alarms - SP1 - Grace	105.00	945.00
3	Sets walk away brackets -KD-UN-6-F w/CRS-185	62.75	188.25
1	Hose Washer	331.00	331.00
20	Flashlights - Pelican Sabre	16.35	327.00
2	Scott SCBA air packs	No Bid	
1	Scotty Back Pack	No Bid	
4	5 gallon cans Class A foam - Ansul Silvex	65.25	261.00
	Subtotal		9,461.25**

\*\*See Bid Supplemental Form

Bid Form  
Bid 96-19  
Page 2

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 weeks ARO

BIDDING ORGANIZATION NAFECO, INC.

ADDRESS: P. O. BOX 1515 West Moulton Street

CITY, STATE, ZIP CODE Decatur, AL 35601

SIGNATURE OF BIDDERS REPRESENTATIVE *Brian Oaks* Brian Oaks

TITLE Office Manager

DATE October 21, 1996

TELEPHONE 1-800-628-6233

**BID SUPPLEMENTAL FORM**

**OCONEE COUNTY PURCHASING DEPARTMENT**

**201 WEST MAIN STREET**

**WALHALLA, SOUTH CAROLINA 29691**

DATE: 10/21/96 BID NO. 96-19

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

We are bidding: Ranger Boots instead of Servus

The Lion Fire Helmet (LFH3700) instead of the Bullard  
PX2192

The Pelican Sabre light (2000) instead of Kel Light

Ansul Silvex foam instead of Monsanto Phos Chek

**Subtotal	\$9,461.25
5% Tax	473.06
Freight	<u>50.00</u>
Grand Total	\$9,984.31

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

*Brian Oaks*

Brian Oaks

EMMERMAN-EVANS, INC.  
 EDWARDS DRIVE  
 GREENSBORO NC 27409

Order Number 101413

Customer : OCONEE COUNTY PURCH. DEPT, SC  
 208 BOOKER DRIVE  
 WALHALLA SC 29691

Ship To : OCONEE COUNTY RURAL P.D.  
 & OLRG  
 300 SOUTH CHURCH STREET  
 WALHALLA SC 29691

Account : 371-0  
 Suspense : 01  
 P.O. Number :

Ship Via  
 UPS

Terms  
 Net 25 Days

Order Date Page  
 10/16/96 2

Qty	Inv Qty	Shp	Qty	Ord	Item No.	Description	Unit Price	Ext. Price
-----	---------	-----	-----	-----	----------	-------------	------------	------------

\*\*\*\*\* Q U O T E \*\*\*\*\*

						PUSH UP POLE, WITH VEHICLE MOUNTING BRACKETS. EXTENDA- LITE B 500		
2	0	0	04-00580			1715P TURBOJET, 1.5" NR PYR	10/16/96	441.09
9	0	0	18-40400			SuperPass K ALARM - MOTION	10/16/96	111.15
3	0	0	NS-47-001			WALKDOWN BRACKETS, KNOCK DOWN, WITH FOOTPLATE NO STRAP, STD, ZICO UN-6-30-3-F	10/16/96	51.66

NOTE: WE NO BID THE  
 FOLLOWING ITEMS:  
 GLOBE TURNOUT COATS  
 & PANTS  
 SCOTT SCBA'S  
 PPV FAN  
 HARRINGTON HOSE WASH  
 K&L LIGHTS  
 SCOTT AIR CYLINDERS  
 SCOTTY BACK PACK  
 CLASS A FOAM

NOTE: PRICES DO NOT INCLUDE SHIPPING OR SC SALES TAX.

*Barry Wheeler*  
 10/17/96

Subtotal \$6,507.61

Misc. Charges \$ .00

COMMENTS:

EMMEGAN-EVANS, INC.  
 EDWARDIA DRIVE  
 GREENSBORO NC 27409

Order Number 101413

Customer : OCONEE COUNTY PURCH.DEPT, SC  
 238 BOOKER DRIVE  
 WALHALLA SC 29691

Ship To : OCONEE COUNTY RURAL F.D.  
 & OLEC  
 306 SOUTH CHURCH STREET  
 WALHALLA SC 29691

Account : 10143      Ship Via : UPS      Order Date : 10/16/96  
 Ship To : OCONEE COUNTY RURAL F.D. & OLEC  
 Terms : Net 25 Days

Qty	Ord	Qty	Sup	Qty	80rd	Item No.	Description	Unit Price	Ext. Price	
***** Q U O T E *****										
3	0	0	0	24-02410		11454	SIZE 10 NFPA KNEE BOOTS	10/16/96	69.55	\$208.65
1	0	0	0	24-02406		11454	SIZE 6 NFPA KNEE BOOTS	10/16/96	69.55	\$69.55
1	0	0	0	24-02411		11454	SIZE 11 NFPA KNEE BOOTS	10/16/96	69.55	\$69.55
1	0	0	0	24-04026		3300	SMALL GREY NFPA GLOVES	10/16/96	16.80	\$16.80
4	0	0	0	24-04027		3300	MEDIUM GREY NFPA GLOVES	10/16/96	16.80	\$67.20
8	0	0	0	24-04028		3300	LARGE GREY NFPA GLOVES	10/16/96	16.80	\$134.40
NOTE: BOOTS & GLOVES ARE STOCK ITEMS										
19	0	0	0	NS-25-002			HOODS, LENZING AMERICAN FIREWEAR 200-289	10/16/96	25.70	\$488.30
20	0	0	0	24-04087			1100MC GEAR BAGS, RED	10/16/96	25.50	\$510.00
100	0	0	0	NS-17-001			HOSB, 5" WITH STOBZ LOCKING COUPLINGS 100' SECTIONS, JAFFREY JAFFREY	10/16/96	6.28	\$1,256.00
10	0	0	0	NS-17-001			HOSE, 1-3/4" X 50' SECTIONS, DJ WHITE WITH 1-1/2" COUPLINGS FIREQUIP	10/16/96	7.99	\$398.00
1	0	0	0	NS-47-001			SALVAGE COVER, 12' X 18' (RED 18 OZ VINYL C&R IND	10/16/96	121.37	\$121.37
8	0	0	0	44-20880			45107(8WS) SL-40XP W/STRAP	10/16/96	101.91	\$815.28
1	0	0	0	NS-45-001			FLOOD LIGHT, 500 WATT HALOGEN BULB, W/4	10/16/96	315.00	\$315.00

*AW*  
 10/17/96

# OCONEE COUNTY RURAL FIRE CONTROL

208 Booker Drive  
Walhalla, South Carolina 29691  
Telephone: (864) 638-4220

Frank Broach  
District 3

James McMahan  
District 2



Dewitt D. Mize  
County Fire Marshal  
Home: 972-3989

Charles Chalmers  
District 1

Bobby Williams  
District 4

Harry Tollison  
District 5

RECEIVED

OCT 23 1996

OCONEE COUNTY  
PURCHASING DEPT

DATE: October 22, 1996  
TO: Marianne Dillard  
Purchasing Department  
FROM: Dewitt D. Mize, Fire Marshal  
RE: EQUIPMENT ADDENDUM

At our last commission meeting on October 10, 1996, Commission voted unanimously to add the attached list of equipment to the four (4) trucks that are currently on order with Quality Manufacturing.

Thank you for your consideration of this matter.



**COUNTY-WIDE FIRE PROTECTION AND PREVENTION**

# Quotation

ADVANCED FIRE APPARATUS INC.  
 P.O. BOX 1609  
 CANTON, GA 30114

Quote Number:  
 331

Quote Date:  
 Oct 4, 1996

Page:  
 1

**Quoted to:**

OCONEE COUNTY RURAL FIRE  
 LEC 300 S. CHURCH STREET  
 WALHALLA, SC 29691

Customer ID	Good Thru	Payment Terms	Sales Rep
1040	9/26/96	Net 30 Days	01

Quantity	Item	Description	Unit Price	Extension
4.00	EL-B677A	PLAYPIPE COMBINATION 2-1/2" WITH ST-190-BA STACKED TIPS	473.00	1,892.00
4.00	FH-NHF-6	6' PIKE POLE WITH F/G HANDLE WITH ASHE CORE (NATIONAL HOOK)	42.00	168.00
4.00	FH-NHF-10	10' PIKE POLE WITH F/G HANDLE WITH ASHE CORE (NATIONAL HOOK)	58.00	232.00
8.00	EL-4000-26	2-1/2" CHIEF NOZZLE WITH 2-1/2" BASE	378.00	3,024.00
4.00	KC-S54L	5" STORTZ X 4-1/2" FEMALE SWIVEL	160.00	640.00
800.00	FQ-3" RUBBER	3" FULL FLOW DJ RUBBER LINED POLYESTER FIRE HOSE W/ LIGHTWEIGHT 2-1/2" COUPLINGS	3.46	2,768.00
4.00	EL-241-95	IN LINE FOAM EDUCTOR	297.00	1,188.00
4.00	EL-246	FOAM AERATION TUBE	116.00	464.00
4.00	EL-4000-10	1-1/2" CHIEF NOZZLE WITH RIGID BASE WITH SPINNING TEETH 30 GPM	298.00	1,192.00
8.00	FQ-HYD/SPANNER	HYDRANT SPANNER COMBINATION WITH MOUNT	52.00	416.00
1.00		THIS QUOTATION IS FOR 4-TRUCKS		

QUOTED BY

*Bob Bailey*

Subtotal	11,984.00
Sales Tax	
<b>Total</b>	<b>11,984.00</b>



BIDDER	DESCRIPTION	Motorola, Inc.		Morris Communications, Inc.		Communication Service Center	
		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
17	H03UMC1222-C1	370.00	\$ 6,290.00	365.00	\$ 6,205.00	did not bid on addendum	
9	P43QLC20B2 walkie talkie	543.00	4,887.00	456.00	4,104.00		
9	H885 2 year warranty	29.00	261.00	25.00	225.00		
2	Headset		0.00	149.00	298.00		
20	HT-1000 portable radio	850.00	17,000.00	809.00	16,180.00		
1	H01KDC9AA3-N	716.00	716.00	634.00	634.00		
21	Additional 2 yr warranty HT-1000	31.00	651.00	25.00	525.00		
	Shipping				281.71		
	Sales Tax		1,490.25		1,408.55		
GRAND TOTAL			\$ 31,295.25		\$ 29,861.26		
Delivery		3 to 4 weeks ARO		3 weeks ARO			

Attended Opening: Marianne Dillard, Jenny Peay, Carmelita Baumgarner, Dewitt Mize - Oconee County, Hal McDowell - Morris Comm.

**BID NO. 96-28**

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

**"REVISED" 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) listed below for radio equipment for the Rural Fire Department and Emergency Preparedness Agency

Qty.	Description	Unit Price	Total
17	H03UMC1222-C1 Freq. Complete with Y278 Nylon Carry Cases & R522 5 year warranty & charger	370 <sup>00</sup>	6,290 <sup>00</sup>
9	P43QLC20B2-A P110 Radius Walkie Talkie Complete with H437 Rapid Charger <u>Substitute P43QLC20D2-A 8ch.</u>	543 <sup>00</sup>	4,887 <sup>00</sup>
9	H885 2 Year Warranty	29 <sup>00</sup>	261 <sup>00</sup>
2	Headsets that will operate with a Motorola HT-90 Walkie Talkie Double Muff Style <u>BDN6258</u>	N/C	N/C
20	Motorola HT-1000, portable, 16 channel, VHF radios to include antenna, rapid rate charger, speaker mike, carrying case, belt clip, high capacity NTN-7144 battery	850 <sup>00</sup>	17,000 <sup>00</sup>
1	H01KDC9AA3-N 16 Channels Complete with Standard Chargers (slow) & H129 Antennas <u>with Belt clip</u>	716 <sup>00</sup>	716 <sup>00</sup>
21	Additional 2-year (H-885) warranty for HT-1000	31 <sup>00</sup>	651 <sup>00</sup>

Above shall include programming. Frequencies to be provided later.

Number of radios may vary depending on availability of funds.

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 to 4 weeks after Receipt of Purchase order

Bidding Organization: MOTOROLA, INC.

Address: 5 CREEK VIEW CT.

Signature of Bidders Representative: Steve Chandler

Title: SR. Acct. Mgr. Date: 11/12/96

Telephone: 864-244-0085

Total 29,805.00  
Excluding Sales tax

# MOTOROLA

## Communications and Electronics, Inc.

5 Creek View Court Greenville, S.C. 29609

864-244-0085

November 12, 1996

Marianne Dillard  
Oconee County Purchasing Dept.  
208 Booker Dr.  
Walhalla, SC 29691

RE: Bid 96-28

Dear Marianne,

Thank you for the bid request for radio pricing. I wanted to make a few clarifications to our offer to ensure better understanding.

- 1 - All specifications are met with our bid.
- 2 - The Radius P110 model requested is for 6 channels. That model has been changed to an 8 channel model P43QLC20D2-A. This is the model we are submitting.
- 3 - We are supplying 2 ea. Dual ear headsets for HT90 at no charge in conjunction with this offering only.
- 4 - The single HT1000 is equipped with a belt clip although not specified. To delete this belt clip, deduct \$17.00.
- 5 - The 20 HT1000s include all accessories listed.
- 6 - All programming shall be done per a written list. Any changes after programming is completed and radios are delivered per the written list will be subject to additional charges.
- 7 - Delivery is included in pricing.

Please call if there are are questions. We look forward to processing an order for your communications needs. Some items may be delivered in 10 days or less. Please advise if an expedite on delivery is requested and we will work with you in any way possible.

Sincerely,



Steve Chandler

**BID NO. 96-28**

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

**"REVISED" 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) listed below for radio equipment for the Rural Fire Department and Emergency Preparedness Agency

Qty.	Description	Unit Price	Total
17	H03UMC1222-C1 Freq. Complete with Y278 Nylon Carry Cases & R522 5 year warranty & charger	# 365.00	# 6205.
9	P43QLC20B2-A P110 Radius Walkie Talkie Complete with H437 Rapid Charger	# 456.00	# 4104.
9	H885 2 Year Warranty	# 25.00	# 225.
2	Headsets that will operate with a Motorola HT-90 Walkie Talkie Double Muff Style	# 149.00	# 298.
20	Motorola HT-1000, portable, 16 channel, VHF radios to include antenna, rapid rate charger, speaker mike, carrying case, belt clip, high capacity NTN-7144 battery	# 809.00	# 16180
1	H01KDC9AA3-N 16 Channels Complete with Standard Chargers (slow) & H129 Antennas	# 634.00	# 634.
21	Additional 2-year (H-885) warranty for HT-1000	# 25.00	# 525.

Above shall include programming. Frequencies to be provided later.

Total # 28171.00

Number of radios may vary depending on availability of funds.

Shipping 281.71

Bid shall include delivery to location stated on Bid Notice.

Total with shipping 28452.71

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

Delivery Date: 3 weeks From Order

Bidding Organization: MORRIS Communications

Address: 355 Woodruff Rd Greenville, SC 29606

Signature of Bidders Representative: Randy Rogers

Title: Sales Date: 11-8-96

Telephone: 1-800-864-6933

**BID NO. 96-28**

(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) listed below for radio equipment for the Rural Fire Department

Qty.	Description	Unit Price	Total
17	H03UMC1222-C1 Freq. Complete with Y278 Nylon Carry Cases & R522 5 year warranty & charger	322.00	5474.00
9	P43QLC20B2-A P110 Radius Walkie Talkie Complete with H437 Rapid Charger	478.00	4302.00
9	H885 2 Year Warranty	22.00	198.00
1	H01KDC9AA3-N 16 Channels Complete with Standard Chargers (slow) & H129 Antennas	542.00	542.00
1	H885 2 Year Warranty on HT1000	22.00	22.00
2	Headsets that will operate with a Motorola HT-90 Walkie Talkie Double Muff Style	395.00	790.00

Programming information will be provided.

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 weeks after order date

Bidding Organization: Communication Service Center Inc

Address: P.O. Box 950, Pickens S.C. 29671

Signature of Bidders Representative: James R Lobb

Title: Electronic Tec Date: 7 NOV 96

Telephone: 864-878-3255

BIDDER	General Sales Co., Inc.	Joyce Equipment Co.	Ballentine Equipment Co., Inc.	Dietary Equipment Co.	Edgar B. Heape & Son, Inc.
Base Bid - Mixer	\$ 4,969.00	\$ 5,320.00	\$ 5,500.00	\$ 5,510.00	no bid
Warranty for Mixer	1 year	1 year		1 year	
Base Bid - Deep Fryer	2,449.00	2,350.00	2,237.00	2,283.00	
Warranty for Deep Fryer	1 year	1 year		1 year	
Sales Tax	370.90	383.50	386.85	389.65	
Total	\$ ✓ 7,788.90	\$ 8,053.50	\$ 8,123.85	\$ 8,182.65	
Alternate Fryer		1,995.00			
Delivery	30 days	2 to 3 weeks	2 to 3 weeks	30 days	
Attended Bid Opening: Marianne Dillard, Ann Albertson, Gayle Fitzgerald - Oconee County					

**BID NO. 96-22**

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

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

The GENERAL SALES 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 thirty (30) quart mixer and a deep fryer for the Law Enforcement Center

BASE BID 30 QUART MIXER	\$ <u>\$4,969.00</u>
Warranty for mixer <u>1 year parts/labor</u>	
BASE BID DEEP FRYER	\$ <u>\$2,449.00</u>
Warranty for deep fryer <u>See Specifications</u>	
S. C. Sales Tax	\$ <u>370.90</u>
TOTAL Bid Price	\$ <u>7,788.90</u>

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: Net 30 ARO

Bidding Organization: General Sales Co Inc.

Address: 7320 Sumter Highway Columbia SC 29209

Signature of Bidders Representative: James P. Armstrong

Title: V.P. & C.E.O. Date: October 25, 1996

Telephone: 803-776-0380 Fax: 803-783-5202

**BID NO. 96-22**  
(Use this number on envelopes and all related correspondence.)

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

The Joyce Equip Co.  
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 thirty (30) quart mixer and a deep fryer for the Law Enforcement Center

BASE BID 30 QUART MIXER	\$ <u>5320.00</u>
Warranty for mixer <u>1 yr.</u>	
BASE BID DEEP FRYER model 1818E	\$ <u>2350.00</u>
Warranty for deep fryer <u>1 yr.</u>	
S. C. Sales Tax	\$ <u>383.50</u>
TOTAL Bid Price	\$ <u>8053.50</u>

All Fryer - #1414E -  
All S/S - Casters - 40-55 lb. Cap \$ 1995.00 + Tax  
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: 2-3 weeks  
Bidding Organization: Joyce Equip.  
Address: 1839 Wade Hampton - Greenville S.C. 29609  
Signature of Bidders Representative: William B. Reid  
Title: General Manager Date: 10-24-96  
Telephone: 864-244-4784 Fax: 864-244-4785



BALLENTINE EQUIP. CO.  
P.O. BOX 476  
26 AUGUSTA STREET  
GREENVILLE, SC 29601  
(864) 232-4691

BID NO. 96-22

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

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

The BALLENTINE EQUIPMENT CO., INC. OF 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  
a thirty (30) quart mixer and a deep fryer for the Law Enforcement Center

BASE BID 30 QUART MIXER \$ 5500.00

Warranty for mixer ATTACHED

BASE BID DEEP FRYER \* \$ 2237.00

Warranty for deep fryer ATTACHED

S. C. Sales Tax 5% \$ 386.85

TOTAL Bid Price \$ 8123.85

\* NOTE: MODEL # AND WRITTEN SPECIFICATIONS  
ARE CONTRADICTORY (SEE DETAIL ON FRYER PAGE)

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: 2-3 WEEKS ARO

Bidding Organization: BALLENTINE EQUIPMENT CO., INC.

Address: 26 AUGUSTA ST - P.O. BOX 476 - GREENVILLE, SC 29602

Signature of Bidders Representative: Dave McMillan, C.F.S.P.

Title: SALES ENGINEER Date: 10-29-96

Telephone: 1-800-451-4352 Fax: (864) 235-7071  
(864) 232-4691

BID NO. 96-22

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

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

The Dietary Equipment Company  
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 thirty (30) quart mixer and a deep fryer for the Law Enforcement Center

BASE BID 30 QUART MIXER

\$ 5510.00

Warranty for mixer 1 year parts & labor

2283.00

BASE BID DEEP FRYER

\$ ~~2595.00~~ 1111

Warranty for deep fryer 1 year parts & labor

S. C. Sales Tax 5%

\$ 389.65

TOTAL Bid Price

\$ 8182.65

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: 30 DAYS AFTER RECEIVING ORDER

Bidding Organization: Dietary Equipment Company

Address: 2205 Main Street, Columbia, SC 29202 P.O. Box 7254

Signature of Bidders Representative: Frank M. Coombs

Title: Territory Manager Date: 10/25/96

Telephone 803-252-5273 Fax: 803-252-6785

BIDDER		Carolina Metal Structures		Budget Sales		R & R Fabricators		Jimmy George Co., Inc.	
QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
10	Metal structure covers	1700.00	\$ 17,000.00	no bid		no bid		no bid	
	Total (for all ten)		\$ 17,000.00						
	Delivery	3 - 5 weeks from contract							

Attended Opening: Marianne Dillard, Jenny Peay - Oconee County, Mickey Smith - Carolina Metal Structures

**BID NO. 96 - 20**  
(Use this number on envelopes and  
all related correspondence.)

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

The (BUILDER) CAROLINA METAL STRUCTURES (CMS OF SIMPSONVILLE)  
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  
ten (10) metal structure covers for oil containment areas.

BASE BID	unit price each	<u>1,700</u>	x 10 =	\$ <u>17,000<sup>00</sup></u>
S. C. Sales Tax				<u>0</u>
TOTAL Bid Price (for all ten)				\$ <u>17,000<sup>00</sup></u>

Bid shall include delivery to location stated on Bid Notice.

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

Delivery Date: (please state) 3 TO 5 WEEKS FROM DATE OF SIGNED CONTRACT

Bidding Organization: CAROLINA METAL STRUCTURES

Address: 1014 N.E. MAIN ST., SIMPSONVILLE, SC. 29681

Signature of Bidders Representative: Michael Smith

Title: ASST. G.M. Date: 10-18-96

Telephone: 1-864-963-2000



I am interested in leasing the plus or minus thirty five (35) acres cultivated land  
and will offer to pay \$ 403<sup>00</sup> per year, according to the  
conditions stated above.

Signed Richard D. Mancarijo  
Address 315 HESSE HWY WALKHALLA  
Phone Number 638-6281 SC. 29681  
Date 10-31-96

Telephone  
(864) 638 · 4141

Fax  
(864) 638 · 4142

I am interested in leasing the plus or minus thirty five (35) acres cultivated land  
and will offer to pay \$ 300.00 per year, according to the  
conditions stated above.

Signed Carol L. Nordin  
Address 126 Cedar Lake Drive, Westminster,  
Phone Number 647-5502 Home SC 29693 885-3087 Work  
Date 10/31/96

Telephone  
(864) 638 · 4141

Fax  
(864) 638 · 4142

BIDDER		R & R Uniforms, Inc.		Cintas		Frank's Uniforms, Inc.		Uniforms by Patrick	
APPROX QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
223	Shirt - short sleeve, men	9.95	\$ 2,218.85	13.00	\$ 2,899.00	no bid		no bid	
70	Shirt - long sleeve, men	11.45	801.50	13.00	910.00				
10	Shirt - short sleeve, men, cotton	12.95	129.50	17.00	170.00				
10	Shirt - long sleeve, men, cotton	14.95	149.50	17.00	170.00				
35	Shirt - short sleeve, women	9.95	348.25	13.00	455.00				
12	Shirt - long sleeve, women	11.45	137.40	13.00	156.00				
10	Shirt - knit	11.95	119.50	16.00	160.00				
52	Pants - women	11.50	598.00	16.00	832.00				
298	Pants - men	11.50	3,427.00	16.00	4,768.00				
20	Pants - men, cotton	14.95	299.00	18.00	360.00				
20	Jacket	22.95	459.00	30.00	600.00				
10	Coveralls - light weight	21.25	212.50	25.00	250.00				
9	Coveralls - insulated	41.25	371.25	52.00	468.00				
400	Emblems - Company	included		1.50	600.00				
400	Emblems - Employee	included		0.75	300.00				
188	Recycling symbol	included		1.25	235.00				
195	American flag	0.50	97.50	1.25	243.75				
	Oversize Charges:								
23	Shirts & jackets - 2 XL	20%	446.34						
5	Shirts & jackets - 3 XL	20%	90.90	10%	83.35				
15	Shirts & jackets - 4 XL	20%	288.30	10%	264.35				
25	Pants - size 44-50	20%	345.00	10%	316.25				
5	Pants - size 52-54	20%	69.00	10%	63.25				
5	Pants - size 56-60	20%	69.00	10%	63.25				
	Coveralls - lt. wt. size 2 XL	20%	25.50	-					
	Coveralls - insulated size 2 XL	-		-					
	TOTAL		\$ 10,702.79		\$ 14,367.20				
	Delivery	30 days ARO							

Attended Opening: Marianne Dillard, Jenny Peay, Lee Davis - Oconee County

**BID NO. 96 - 24**  
 (Use this number on envelopes and  
 all related correspondence.)

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

The R & R Uniform Co.  
 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  
uniforms for County employees.

Quantity	Description	Unit Price	Total
223	Shirts - short sleeve - men's	\$ 9.95	\$2218.85
70	Shirts - long sleeve - men's	11.45	801.50
10	Shirts - cotton - short sleeves - men's	12.95	129.50
10	Shirts - cotton - long sleeves - men's	14.95	149.50
35	Shirts - women's - short sleeves	9.95	348.25
12	Shirts - women's - long sleeves	11.45	137.40
10	Knit Shirts	11.95	119.50
52	Pants - women's	11.50	598.00
298	Pants - men's	11.50	3427.00
20	Pants - cotton - men's	14.95	299.00
20	Jackets	22.95	459.00
10	Coveralls - light weight	21.25	212.50
9	Coveralls - insulated	41.25	371.25
400	Emblems - Company Name - Employee Name	<b>INCLUDED</b>	0 0
188	Recycling symbol	<b>INCLUDED</b>	0 0
195	American flag sewn on sleeve	.50	97.50
23	Oversize charge -shirts & jackets - 2 XL	20 %	
5	shirts & jackets - 3 XL	20 %	
15	shirts & jackets - 4 XL	20 %	
25	pants - size 44 - 50	20 %	
5	pants - size 52 - 54	20 %	
5	pants - size 56 - 60	20 %	
	Coverall - lt. Wt. Size 2 XL	20 %	
	Coveralls - Insulated size 2 XL	%	

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: 30 Days from award of bid.

Bidding Organization: R & R Uniforms

Address: 3410-H St. Vardell Lane, Charlotte, NC 28217

Signature of Bidders Representative: *Jerry Warkenton*

Title: General Manager Date: 11/12/96

Telephone: (800) 486-2468



**BID NO. 96 - 24**  
 (Use this number on envelopes and all related correspondence.)

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

The Cintas 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 uniforms for County employees.

Quantity	Description	Unit Price	Total
223	Shirts - short sleeve - men's	13.00	2899.00
70	Shirts - long sleeve - men's	13.00	910.00
10	Shirts - cotton - short sleeves - men's	17.00	170.00
10	Shirts - cotton - long sleeves - men's	17.00	170.00
35	Shirts - women's - short sleeves	13.00	455.00
12	Shirts - women's - long sleeves	13.00	156.00
10	Knit Shirts	16.00	160.00
52	Pants - women's	16.00	832.00
298	Pants - men's	16.00	4768.00
20	Pants - cotton - men's	18.00	360.00
20	Jackets	30.00	600.00
10	Coveralls - light weight	25.00	250.00
9	Coveralls - insulated	52.00	468.00
400	Emblems - Company Name	1.50	600.00
	- Employee Name	.75	300.00
188	Recycling symbol	1.25	235.00
195	American flag sewn on sleeve	1.25	243.75
23	Oversize charge -shirts & jackets - 2 XL	0 %	
5	shirts & jackets - 3 XL	10 %	
15	shirts & jackets - 4 XL	10 %	
25	pants - size 44 - 50	10 %	
5	pants - size 52 - 54	10 %	
5	pants - size 56 - 60	10 %	
	Coverall - lt. Wt. Size 2 XL	0 %	
	Coveralls - Insulated size 2 XL	0 %	

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: November 11, 1996

Bidding Organization: Cintas Corporation

Address: 227 N. Pleasantburg Dr., Greenville SC 29607

Signature of Bidders Representative: *William L. Teems*

Title: Sales Representative Date: 11/11/96

Telephone: 864-242-5680

October 31, 1996

Bid Tabulation - House for Sale

Bid No.96-21  
Walhalla, SC 29691

BIDDER	NO BIDS				
Base Bid					
Attended Bid Opening: Marianne Dillard, Ann Albertson, Art Swank - Oconee County					

## MISSING FIXED ASSET INVENTORY ITEMS - 1996

1

DEPARTMENT	COUNTY NO.	DESCRIPTION	PURCHASE DATE	PURCHASE PRICE	COMMENTS
Sheriff	00863	office chair	1/1/85	100.00	
	02803	office chair	1/1/78	130.00	
	02882	paging system	6/1/78	300.00	
	02968	walkie talkie	6/1/82	300.00	
	02984	walkie talkie	6/1/82	300.00	
	03532	walkie talkie	12/1/85	907.00	
<b>Sheriff Total</b>				<b>2037.00</b>	
Solid Waste	02564	radio	7/1/76	775.00	
<b>Solid Waste Total</b>				<b>775.00</b>	
Magistrate	01021	desk	6/1/79	150.00	
	01025	desk	6/1/79	225.00	
	01046	file cabinet	6/1/77	150.00	
	01048	file cabinet	6/1/77	250.00	
	01049	desk	6/1/77	500.00	
	01084	chair	6/1/82	300.00	
	03491	chair	2/1/88	220.00	
	04420	file drawer	6/20/88	146.00	
<b>Magistrate Total</b>				<b>1941.00</b>	
Public Buildings	02038	sump pump	7/1/81	300.00	
	02054	wet/dry vacuum	7/1/79	250.00	
	04552	heat pump	8/4/88	577.00	
<b>Public Buildings Total</b>				<b>1127.00</b>	
Rural Fire	00752-r	air tank	7/6/87	245.00	
	01429	desk monitor	6/1/74	225.00	house fire
	00312-r	pager	2/1/85	393.00	tornado
	01455	desk monitor	6/1/74	235.00	
	01458	desk monitor	6/1/74	225.00	
	01459	desk monitor	6/1/74	225.00	
	01465	desk monitor	6/1/80	250.00	
	01466	desk monitor	6/1/81	285.00	
	04546	pager II monitor	12/30/88	450.00	
	01781	pager II monitor	2/5/88	445.00	
	04531	air tank	12/12/88	235.00	
	06326	walkie talkie	7/1/94	585.00	stolen
<b>Rural Fire Total</b>				<b>3798.00</b>	

## MISSING FIXED ASSET INVENTORY ITEMS - 1996

2

Emerg. Prepare.	00519-r	walkie talkie	9/1/81	592.00	
	00521-r	walkie talkie	9/1/81	592.00	
	00544-r	walkie talkie	11/1/83	476.00	
	00555-r	monitor	12/1/80	257.00	
	00557-r	monitor	12/1/80	257.00	
	00628-r	monitor	12/1/80	257.00	
	01920	walkie talkie	7/1/73	230.00	
	01922	monitor	6/1/83	257.00	
	01929	all level cot	3/1/78	330.00	
	01947-r	walkie talkie	9/1/81	592.00	
	01953-r	monitor	12/1/80	257.00	
	02249	chain saw	12/18/89	316.00	stolen - police report
	03821	desk	7/1/77	100.00	
	03831	monitor	6/1/83	257.00	
	03900	monitor	6/1/83	257.00	
	03902	monitor	6/1/83	257.00	
	03917	altinator 2500w	3/29/76	375.00	
	03944	all level cot	10/3/74	300.00	
	03945	all level cot	10/3/74	300.00	
	03946	pump	7/1/76	250.00	
	03989	monitor	6/1/83	257.00	
	04104	walkie talkie	6/29/87	459.00	
	04474	dive suit	2/1/84	229.00	
	04475	dive suit	2/1/84	229.00	
	04476	dive suit	2/1/84	229.00	
	04691	pager	4/10/89	382.00	
	04717	pager	6/6/89	400.00	
	04898	dive suit	2/1/84	229.00	
	04959	pager	2/13/90	382.00	
	05275	pager	3/12/91	406.00	
	05277	pager	3/12/91	406.00	
	05652	mobile radio	6/10/92	212.00	stolen - police report
<b>Emerg. Prepare. Total</b>				<b>10329.00</b>	
<b>Grand Total</b>				<b>\$ 20,007.00</b>	

DATE: 11/1/96  
TO: Members of County Council  
FROM: Sheriff/Communications  
RE: Missing Fixed Asset Inventory Items

I am requesting that the following items be removed from my Fixed Asset Inventory list:

<u>County ID #</u>	<u>Description</u>	<u>Purchase Date</u>	<u>Purchase Price</u>	<u>Reason Item is Missing</u>	<u>Date Item Became Missing</u>
00863	Chair Uphol.	1/1/85	100.00	Unknown	1/3/95
02803	Chair w/arms	1/1/78	130.00	Unknown	1/3/95
02882	Paging System	6/1/78	300.00	Unknown	1/3/95
02968	Walkie Talkie	6/1/82	300.00	Unknown	1/3/95
02984	Walkie Talkie	6/1/82	300.00	Unknown	1/3/95
03532	Walkie Talkie	12/1/85	907.00	Unknown	1/3/95

We assume that all items are lost.

Sheriff/Communications  
department

  
Department Head Signature

OCT 22 1996

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MEMORANDUM

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DATE: 10/22/96  
TO: MARIANNE DILLARD  
FROM: JACK HIRST *Jack Hirst*  
RE: FIXED ASSEST IINVENTORY

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We would like to remove a radio from the Solid Waste Department's inventory. It was bought in 1976 for \$775.00. In approximately 1992 we could not locate it. It is not in any of our vehicles.

02564

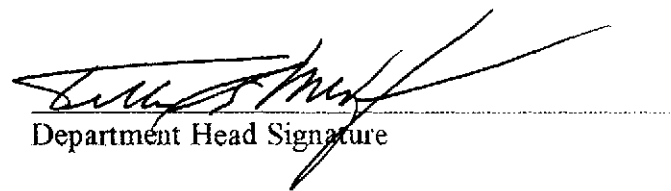
DATE: OCTOBER 22, 1996  
TO: Members of County Council  
FROM: DILLARD E. MEDFORD  
RE: Missing Fixed Asset Inventory Items

OCT 23 1996

I am requesting that the following items be removed from my Fixed Asset Inventory list:

<u>County ID #</u>	<u>Description</u>	<u>Purchase Date</u>	<u>Purchase Price</u>	<u>Reason Item is Missing</u>	<u>Date Item Became Missing</u>
01021	DESK, WOODEN	06/01/79	150.00	UNABLE TO LOCATE	
01025	DESK, WOOD/METAL	06/01/79	225.00	UNABLE TO LOCATE	
01046	FILE CBNT 4DR LGL	06/01/77	150.00	UNABLE TO LOCATE	
01048	FILE CBNT 12 DR	06/01/77	250.00	UNABLE TO LOCATE	
01049	DESK, WOODEN	06/01/77	500.00	UNABLE TO LOCATE	
01084	CHAIR	06/01/82	300.00	UNABLE TO LOCATE	
<del>01093</del>	<del>COPIER, IBM</del>	<del>06/01/84</del>	<del>3890.00</del>	<del>DELETED STORAGE</del>	<del>01/09/96</del>
03491	CHAIR, HIGH BACK SWIVEL	02/01/88	220.00	UNABLE TO LOCATE	
04420	FILE DRAWER	06/20/88	146.73	UNABLE TO LOCATE	

MAGISTRATE (060)  
department

  
Department Head Signature

DATE:

TO: Members of County Council

FROM:

RE: Missing Fixed Asset Inventory Items

I am requesting that the following items be removed from my Fixed Asset Inventory list:

<u>County ID #</u>	<u>Description</u>	<u>Purchase Date</u>	<u>Purchase Price</u>	<u>Reason Item is Missing</u>	<u>Date Item Became Missing</u>
02038	sump pump	7-1-81	300	can not find	
02054	wet/dry vac	7-1-79	250	can not find	
04552	heat pump	8-4-88	577	can not find	

026  
\_\_\_\_\_  
department

  
\_\_\_\_\_  
Department Head Signature

10-24-96



DATE: November 01, 1996  
TO: Members of County Council  
FROM: DEWITT D. MIZE, FIRE MARSHAL  
RE: Missing Fixed Asset Inventory Items

NOV 04 1996

I am requesting that the following items be removed from my Fixed Asset Inventory list:

<u>County ID #</u>	<u>Description</u>	<u>Purchase Date</u>	<u>Purchase Price</u>	<u>Reason Item is Missing</u>	<u>Date Item Became Missing</u>
00312-R	PAGER I MONITOR	02/01/85	\$393.75	LOST IN TORNADO	03/94
00752-R	AIR TANK	07/06/87	\$245.50	LOST	?/96
01429	DESK MONITOR	06/01/74	\$225.00	BURNED HOUSEFIRE	12/92
01455	DESK MONITOR	06/01/77	\$235.00	LOST	07/96
01458	DESK MONITOR	06/01/74	\$225.00	LOST	07/96
01459	DESK MONITOR	06/01/74	\$225.00	LOST	07/96
01465	DESK MONITOR	06/01/80	\$250.00	LOST	07/96
01466	DESK MONITOR	06/01/81	\$285.00	LOST	07/96
04531	AIR TANK	12/12/88	\$235.00	LOST	07/96
04546	PAGER II MONITOR	12/30/88	\$450.00	LOST	07/96
01781	PAGER II MONITOR	02/05/88	\$445.00	LOST	10/96
06326	WALKIE TALKIE	07/01/94	\$585.00	STOLEN	

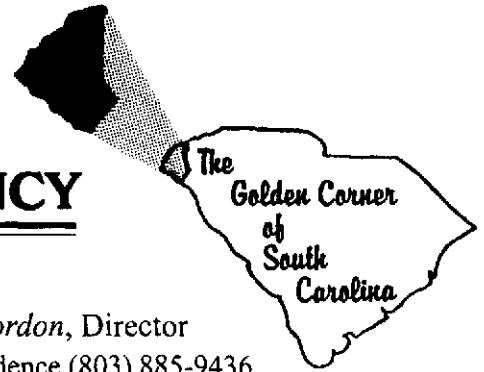
RURAL FIRE 05  
department

*Dewitt D Mize*  
Department Head Signature

# **OCONEE COUNTY EMERGENCY PREPAREDNESS AGENCY**

208 Booker Drive • Law Enforcement Center  
Walhalla, South Carolina 29691  
Telephone (803) 638-4200 • Fax (803) 638-7046

Henry Gordon, Director  
Residence (803) 885-9436



RECEIVED  
MAR 25 1996  
OCONEE COUNTY  
PURCHASING DEPT.

## M E M O

TO: Marianne Dillard  
Purchasing Agent


FROM: Henry H. Gordon, Jr.

DATE: March 21, 1996

SUBJECT: INVENTORY OF EPA COUNTY PROPERTY

All of the county property assigned to the Emergency Preparedness Agency has been inventoried and reconciled. All items were accounted for except those items, at enclosure, annotated with an asterisk. A copy of all the missing items is attached.

Point of contact for this action is the undersigned.

  
Henry H. Gordon, Jr.  
Director

EPA OFFICE - EOC STAFF - ETC.  
COUNTY PROPERTY COULD NOT BE LOCATED DURING PHYSICAL INVENTORY

<u>CO ID</u>	<u>LOCATION</u>	<u>ITEM</u>	<u>MAKE/MODEL</u>	<u>SERIAL NO.</u>	<u>PUR DATE</u>	<u>PUR COST</u>
03821	SENECA MAG OFFICE	DESK, 1 DRAWER TYPE, WOOD			77/00/00	100.00
03831	RED CROSS	MONITOR	MOTOROLA	233AEW2955	83/06/00	257.00
03944	BROWN BLDG	COT, ALL LEVEL		35940	74/10/03	300.00
03945	BROWN BLDG	COT, ALL LEVEL		69900	74/10/03	300.00
03946	PRISON FARM	PUMP, 10 GPM		CW17093	76/00/00	250.00
04474	EPA OFFICE	DIVE SUIT, BRUTE	PARKWAY	N/A	84/02/00	229.95
04475	EPA OFFICE	DIVE SUIT, BRUTE	PARKWAY	N/A	84/02/00	229.95
04476	EPA OFFICE	DIVE SUIT, BRUTE	PARKWAY	N/A	84/02/00	229.95
-----						
Total:						1,896.85
-----						

SENECA RESCUE SQUAD  
ITEMS MISSING DURING 8-21-95 INVENTORY

<u>CO ID</u>	<u>LOCATION</u>	<u>ITEM</u>	<u>MAKE/MODEL</u>	<u>SERIAL NO.</u>	<u>PUR DATE</u>	<u>PUR COST</u>
00519	SENECA RS	WALKIE TALKIE	MOTOROLA	422AFQ0515	81/09/00	592.00
00521	SENECA RS	WALKIE TALKIE	MOTOROLA	422AFQ0507	81/09/00	592.00
01869	SENECA RS	RADIO, MOBILE	GE	3100698	77/07/00	475.00

-----  
Total: 1,659.00  
-----

**WALHALLA RESCUE SQUAD**  
**COUNTY PROPERTY COULD NOT BE LOCATED DURING PHYSICAL INVENTORY**

<u>CO ID</u>	<u>LOCATION</u>	<u>ITEM</u>	<u>MAKE/MODEL</u>	<u>SERIAL NO.</u>	<u>PUR DATE</u>	<u>PUR COST</u>
01947	WALHALLA RS	WALKIE TALKIE	MOTOROLA	422AFQ0513	81/09/00	592.00
01953	WALHALLA RS	MONITOR	MOTOROLA	233AEU3162	80/12/00	257.00
K02249	WALHALLA RS	SAW, CHAIN, 16' BAR	HOMELITE, SLX	HK3030695	89/12/18	316.00
03989	WALHALLA RS	MONITOR	MOTOROLA	233AEW2957	83/06/00	257.00
04104	WALHALLA RS	WALKIE TALKIE W/C	MOTOROLA HT90 SERIES	476AML1781	87/06/29	459.00
04717	WALHALLA RS	MONITOR W/C	MOTOROLA/MINITOR II	R46BPJ5783	89/06/06	401.00
						----- <b>Total: 2,282.00</b> -----

\* See attached  
Reported Stolen

WESTMINSTER RESCUE SQUAD  
 ITEMS MISSING DURING 8-25-95 INVENTORY

<u>CO ID</u>	<u>LOCATION</u>	<u>ITEM</u>	<u>MAKE/MODEL</u>	<u>SERIAL NO.</u>	<u>PUR DATE</u>	<u>PUR COST</u>
00544	WESTMINSTER RS	WALKIE TALKIE	UNIDEN	13000368	83/11/00	476.00
00555	WESTMINSTER RS	MONITOR	MOTOROLA	233AEU3165	80/12/00	257.00
00557	WESTMINSTER RS	MONITOR	MOTOROLA	233AEU3166	80/12/00	257.00
01920	WESTMINSTER RS	WALKIE TALKIE	MOTOROLA	FJ0550	73/00/00	230.00
01922	WESTMINSTER RS	MONITOR	MOTOROLA	233AEW2958	83/06/00	257.00
01929	WESTMINSTER RS	COT, ALL LEVEL	FERNO-WASHINGTON #30		78/03/00	330.00
04959	WESTMINSTER RS	MONITOR W/C	MOTOROLA/MINITOR II	R46BQCOU26	90/02/13	382.00
-----						
Total:						2,189.00
-----						

MOUNTAIN REST RESCUE SQUAD  
 ITEMS MISSING DURING 9-05-95 INVENTORY

<u>CO ID</u>	<u>LOCATION</u>	<u>ITEM</u>	<u>MAKE/MODEL</u>	<u>SERIAL NO.</u>	<u>PUR DATE</u>	<u>PUR COST</u>
00628	MT REST RS	MONITOR	MOTOROLA	233AEU3169	80/12/00	257.00
03900	MT REST RS	MONITOR	MOTOROLA	233AEW2946	83/06/00	257.00
03902	MT REST RS	MONITOR	MOTOROLA	233AEW2953	83/06/00	257.00
03917	MT REST RS	ALTERNATOR, 2500W	MILWAUKEE	507-1500	76/03/29	375.11
04691	MT REST RS	MONITOR W/C	MOTOROLA/MINITOR II	R46BPE8278	89/04/10	382.00
04898	MT REST RS	DIVE SUIT, BRUTE	PARKWAY, LARGE	N/A	84/02/00	229.95
05275	MT REST RS	MONITOR, W/C	MOTOROLA MINITOR II	MD5BRG23V4	91/03/12	406.35
05277	MT REST RS	MONITOR, W/C	MOTOROLA MINITOR II	MD5BRG23TZ	91/03/12	406.35
-----						
Total:						2,570.76
-----						

# OCONEE COUNTY PURCHASING DEPARTMENT

Mailing:  
208 Booken Drive  
Walhalla, SC 29691

201 West Main Street  
Walhalla, SC 29691

Purchasing Agent  
Marianne A. Dillard

October 7, 1996


Mr. Richard White  
White's Culvert  
2083 Westminster Highway  
Walhalla, SC 29691

Dear Richard:

This letter is to confirm that Oconee County would like to renew the culvert pipe bid for the third six-month period renewal as per Bid 94-35. This renewal will cover the period November 17, 1996 thru May 17, 1997. This is the final option for renewal on this bid.

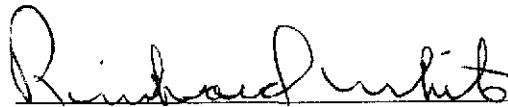
If you agree to this renewal, please sign below and return to the Purchasing Department.

Sincerely,



Marianne Dillard  
Purchasing Agent

I agree to the above.

  
Richard White

MAD:aa

Telephone  
(864) 638 - 4141

Fax  
(864) 638 - 4142



O'CONNOR Co.



Date: November 13, 1996

To: Tom Hendricks, Fax No. 898-5580  
George McDaniel, Fax No. 242-6957

From: George Fletcher

Enclosed are the overheads that were different from the handout. They include the maps from Clemson, the photographs, etc.

I will fax copies to the two of you, deliver a hard copy set to George McDaniel tomorrow and send a set to Lex Rogerson.

Please call if you need additional information.



**PROPERTY VALUE  
and  
VISUAL/APPEARANCE ISSUES**

**CITIZENS' ADVISORY COMMITTEE**

**TRAFFIC AND SAFETY RELATED ISSUES**

**HOST CITY ISSUES**

**LANDFILL PLANNING ISSUES**

**TECHNICAL ISSUES**

## COUNTY OF ANDERSON



COUNTY ADMINISTRATOR  
GARY A. SMOAK

September 21, 1994

Leland Dobson  
Martha Sue Dobson  
3510 Refuge Road  
Central, SC 29630

Dear Mr. and Mrs. Dobson:

I am writing to invite you and your neighbors to an introductory meeting to get accurate information concerning the proposed regional solid waste resource recovery and research facility. The meeting will be held at 7:00 p.m., on Wednesday, September 28, 1994, in the auditorium at Central Wesleyan College. After a factual presentation on the proposed project, there will be an opportunity for questions and answers.

The governing bodies of Pickens, Anderson, and Oconee Counties have agreed to participate in locating, building and operating the proposed facility. This facility will employ proven, environmentally friendly technology (probably composting) to convert a large portion of the daily waste stream of the three counties into a re-usable, beneficial product. The facility will also involve scientific research on solid waste disposal to be done at the site, in order to improve methods of dealing safely with solid waste, rather than simply burying it in a landfill.

A component of the project will be a solid waste landfill, to be constructed under the requirements of Subtitle D of the Federal Solid Waste Law. This will be lined, cellular structure, which is covered daily, with collection of leachate materials and monitoring wells to assure groundwater quality. Each cell will be approximately 20 acres in size, with no more than one cell open at a time. The facility will be state-of-the-art, clean, quiet, non-odorous, and well buffered from view. It will be served by approximately 30 trucks total per day, from all three counties. It will not be open to individuals.

The three counties have taken an option on an approximately 500 acre piece of property in Southern Pickens County (see attached drawing). They are in the process of hiring an engineer to work with them and the citizens of the three counties, to seek a permit for the regional facility at this site.

COUNCIL MEMBERS

G. FRED TOLLY, JR.  
CHAIRMAN

WILLIAM A. FLOYD

HARVIE E. BANISTER

ED ALLGOOD

J. MIKE HOLDEN

Page 2

September 21, 1994

Leland Dobson

Martha Sue Dobson

The permitting process required by the South Carolina Department of Health and Environmental Control is both extensive and open to the public. It has strict requirements for protection of the environment both on and off site, as well as requirements for public information and participation during the permitting process. The three counties will go far beyond the requirements of the law to assure that the facility is planned, designed and operated with a lot of input from a fully informed and involved public. We intend to make this public process a state and national example of the right way to address the solid waste issue.

We want to work with you at every stage of the permitting process to inform you fully of the facts about this proposed facility, and to make the facility compatible with existing land use. Preserving your property values, quality of life, and the local environment are our foremost goals. We have no desire to disrupt your lives or hurt your investments.

Please come to the meeting prepared to learn more about this proposal, and to ask questions that will clarify its purpose and scope. This is merely the first of many meetings, throughout the next year. It is not a public hearing, but rather an information meeting designed to introduce the project to the public who will be most interested in it. At the meeting, we will provide you with the name and telephone number of a contact person who will help to assure your interests and concerns are promptly and courteously addressed.

We look forward to seeing you on September 28, and to working with you cooperatively throughout this process.

**WE KNOW THAT, DESPITE OUR BEST EFFORTS, WE WILL PROBABLY NOT REACH EVERYONE WHO NEEDS TO BE AWARE OF THIS IMPORTANT MEETING. PLEASE HELP US BY SHARING THIS LETTER WITH YOUR FRIENDS AND NEIGHBORS.**

Sincerely,



Gary Smoak  
Anderson County Administrator

Enclosure

# Integrated Waste Management



**Source Reduction**



**Reuse/Recycle/Compost**



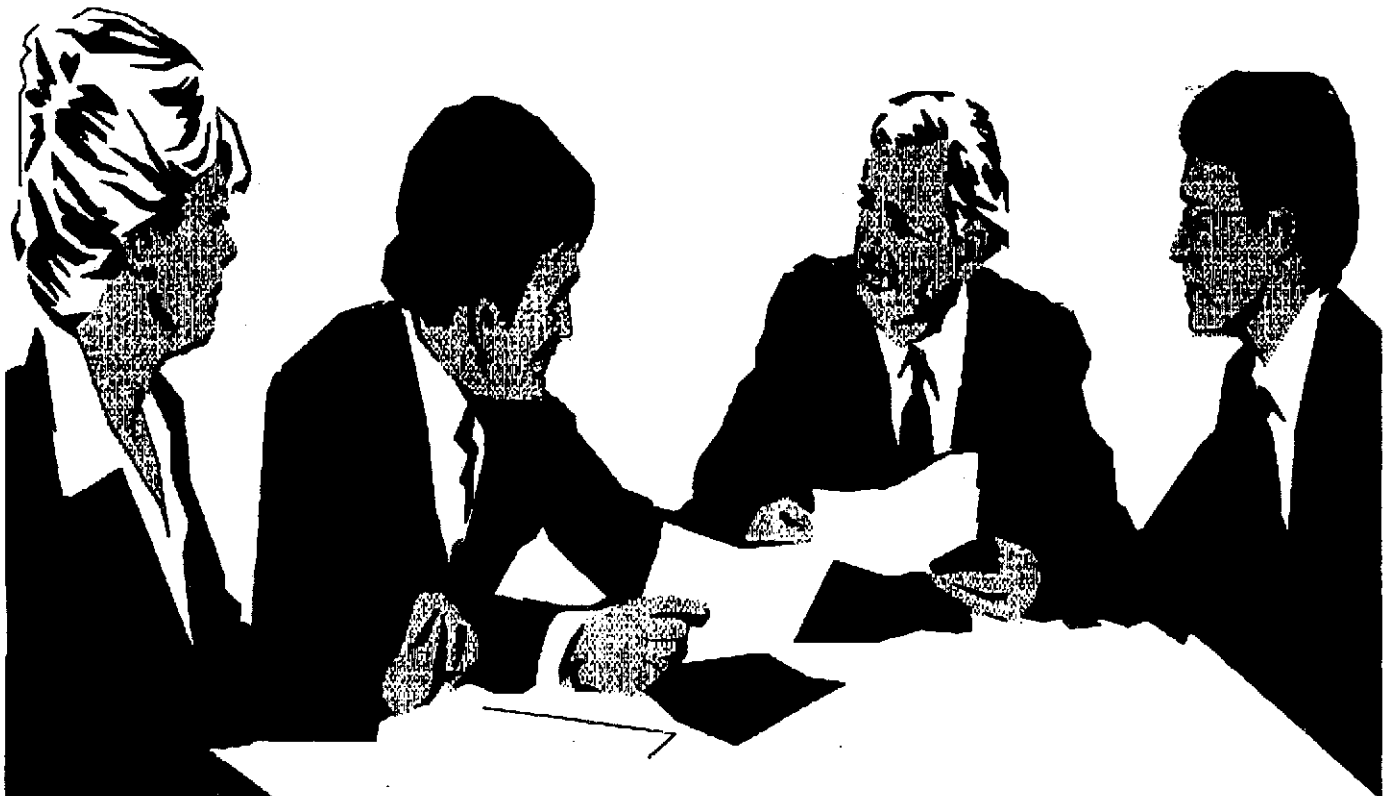
**Waste to Energy**



**Landfill**

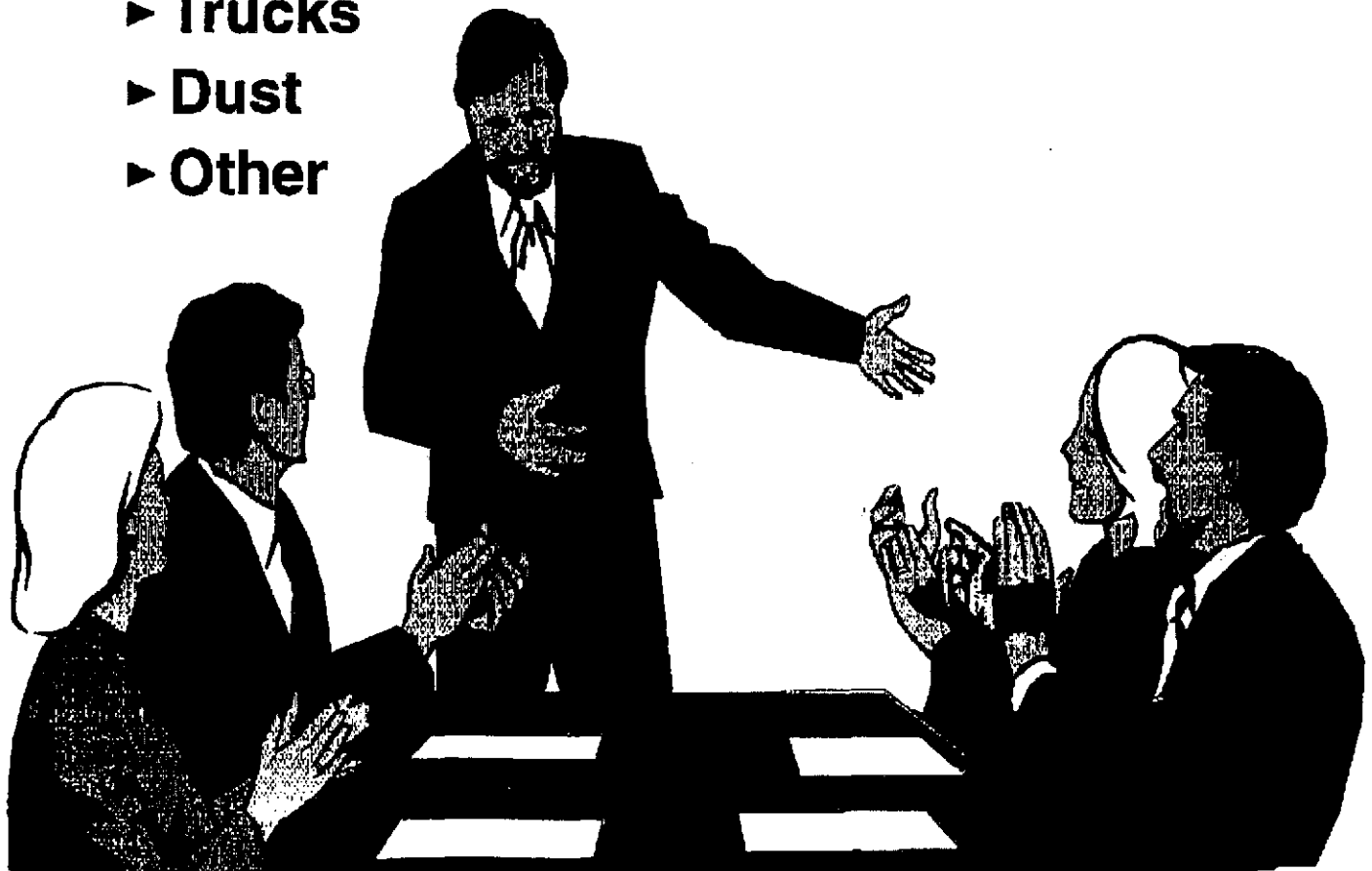
# **CITIZENS ADVISORY COMMITTEE**

- ▶ **Purpose**
- ▶ **Members**
- ▶ **Arbitrator**
- ▶ **Site Inspections**
- ▶ **Issues**



# ISSUES TO BE ADDRESSED

- ▶ **Ground Water Quality**
- ▶ **Air Quality**
- ▶ **Odors**
- ▶ **Storm Water Management**
- ▶ **Noise**
- ▶ **Trash and Debris**
- ▶ **Vector Control**
- ▶ **Landfill Gas**
- ▶ **Lighting**
- ▶ **Trucks**
- ▶ **Dust**
- ▶ **Other**



## **VISUAL AND APPEARANCE RELATED ISSUES**

### **a) Landfill Height**

**\* propose that maximum height of landfill cell zones be no higher than existing tree height (assuming 85 ft trees and max. elevation of 853 ft....max. elevation would be 938 ft. ....compared to 1011 ft. in application)**

**\* height still represents 175 ft. of landfill elevation from lowest point of landfill**

**\* fill operations should not be visible from off-site locations**

### **b) Entrance**

**\* entrance from Highway 18 should be landscaped and maintained**

**\* no signs should be visible from Hwy. 18**

### **c) Tarps**

**\* entering trucks should have materials tarped or otherwise enclosed to eliminate trash problems along routes to landfill**



## **PROPERTY VALUE PROTECTION ISSUES (CONTINUED)**

### **b) Site Buffer**

**maintain a 300 ft. buffer around perimeter of operating and borrow areas to protect adjacent residents and church.....buffer area in trees or other natural vegetation**

### **c) Landscaping Plan**

- \* plan should be developed that will include controlling aesthetics around landfill**
- \* FIN group suggests a budget of \$75,000 for entrance and around landfill for materials and design**

### **d) Recreational Use of the Flood Plain**

- \* much of the land is in the 100 year flood plain**
- \* Our proposal:  
    **placement of a conservation easement on the flood plain so that trees and vegetation remain in natural state****

**\* Operator to charge penalty fee (\$200) for vehicle that enters w.o. appropriate trash containment**

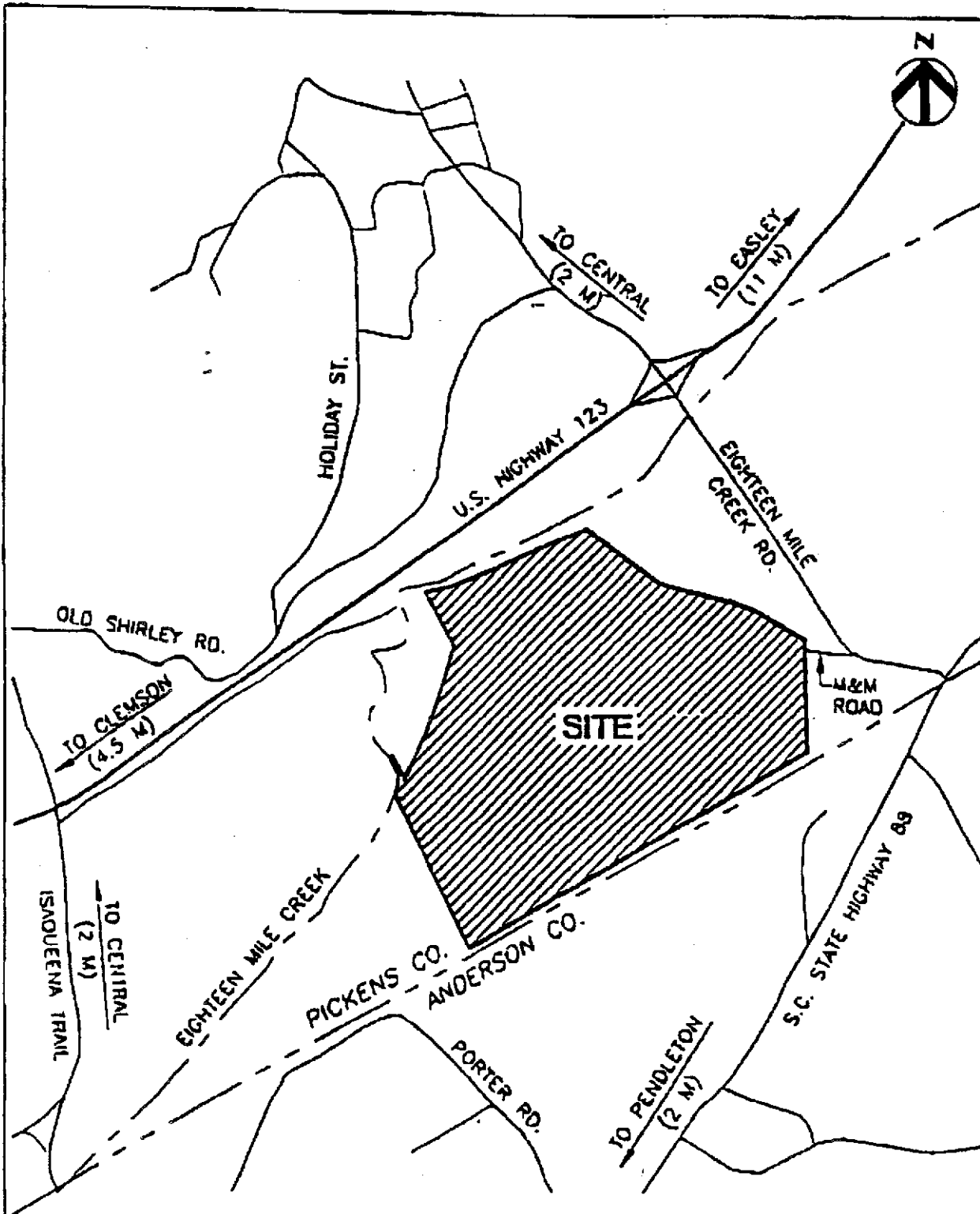
**d) Trees**

**\* land should not be clear cut**

**\* only those areas currently in use as a landfill should be cleared**

**\* if there is open space in the buffer area, it should be planted with trees appropriate for the location**





**HDR**

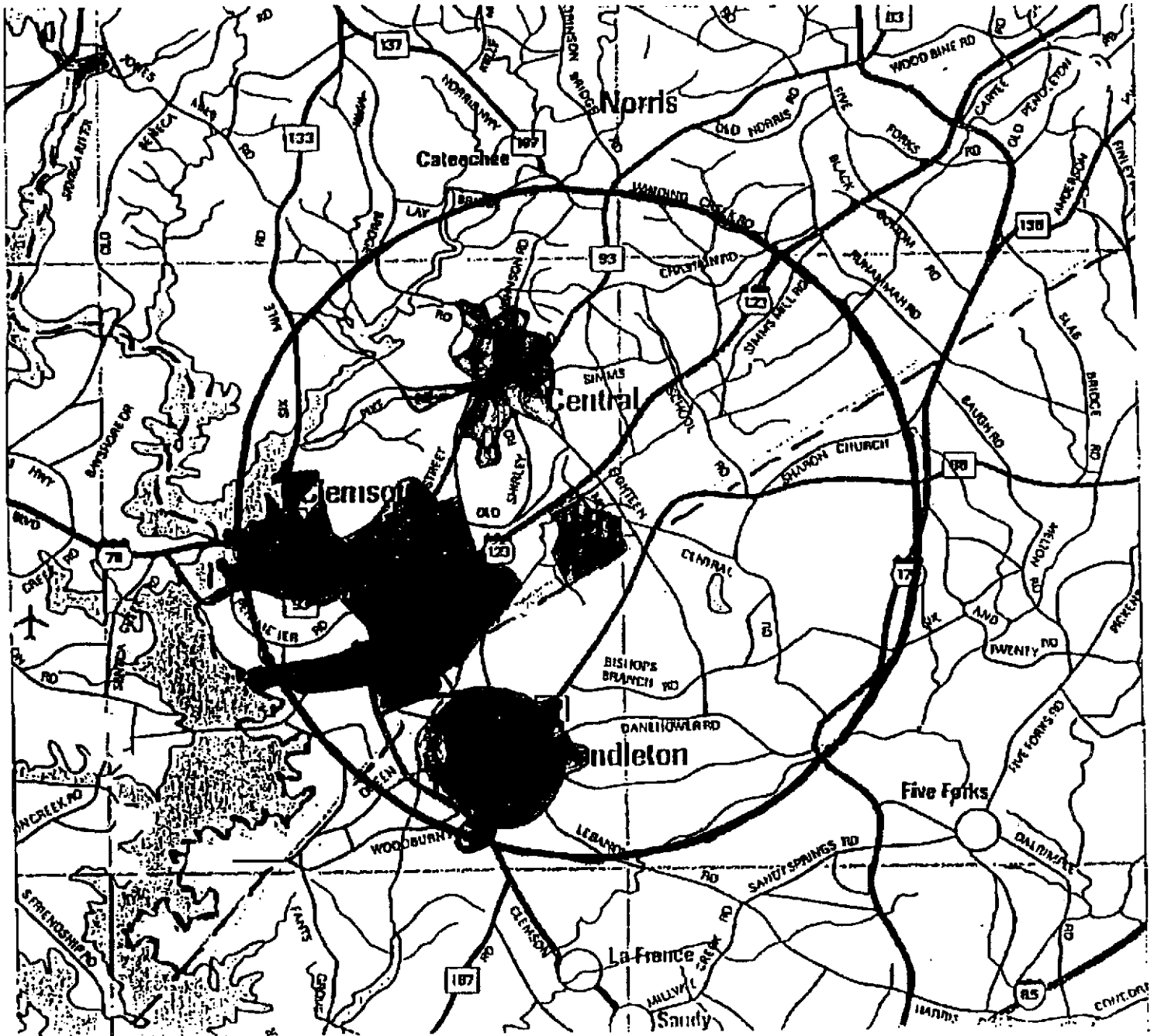
HDR Engineering, Inc.

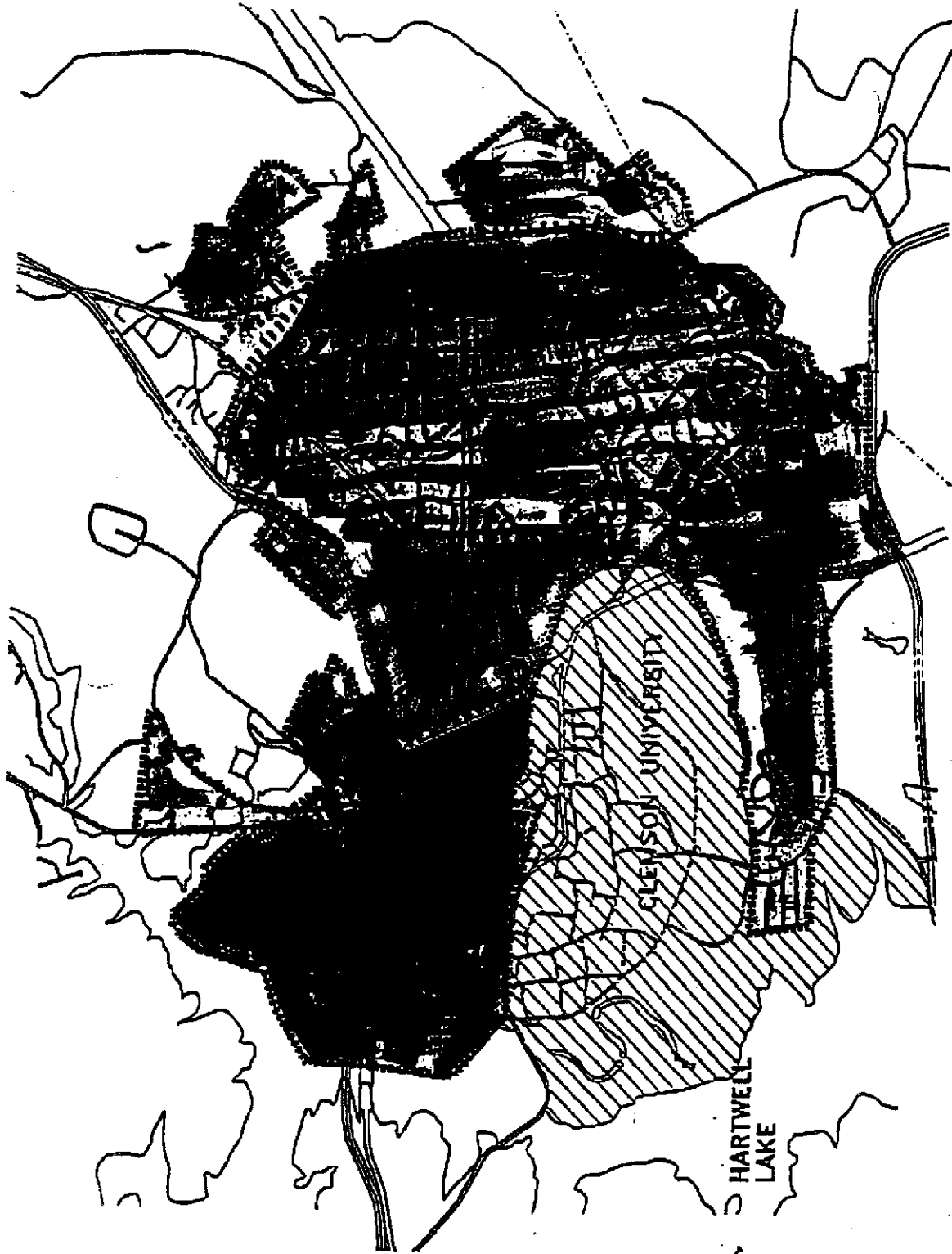
TRI-COUNTY REGIONAL  
SOLID WASTE LANDFILL  
SITE LOCATION MAP

SCALE: N.T.S.

Date
11/95

Figure
1





## **Growth Corridor Issues**

### **a) London & Associates Growth Management Analysis**

- **Total of 1,293 acres of land east of present limits**
- **105 acres north of Highway 123**
- **1,190 acres south of Highway 123**
- **Landfill site is 540 acres of prime development land for future annexation, which represents 45% of the adjacent land area south of Highway 123.**
- **Scenario 1 suggested 456 to 760 residential units with a neighborhood shopping center.**
- **Scenario 2 suggested potential industrial development tract possibilities.**
- **Sewage capacity exists along 18 Mile Creek, and adequate treatment plant capacity for development already exists with Clemson's share of the Pendleton/Clemson WWTP. (Present capacity for Clemson 1.0 MGD, with utilization of less than .450 MGD.)**

- **Landfill siting will dramatically limit the amount and type of residential development that can be encouraged at this location, especially single-family development that is needed to balance the ratio of over all housing stock that is present at this time.**
- **Potential property tax revenues from the annexation and development of this property are estimated (in present dollars) to generate between \$320,000 to \$400,000 per year. This amount is dependent upon the type of development that would occur in this growth corridor.**
- **The anticipated loss of Development Impact Fees is between \$484,000 and \$1,160,000, depending upon the type of development that would have occurred.**
- **The negative impact caused by the proposed landfill is emphasized to an even greater extent, because the City has relatively few growth areas to the north, west or south. Simply stated, this landfill will create a significant impact on the ability of the City to promote positive growth in this corridor during the life of the facility.**

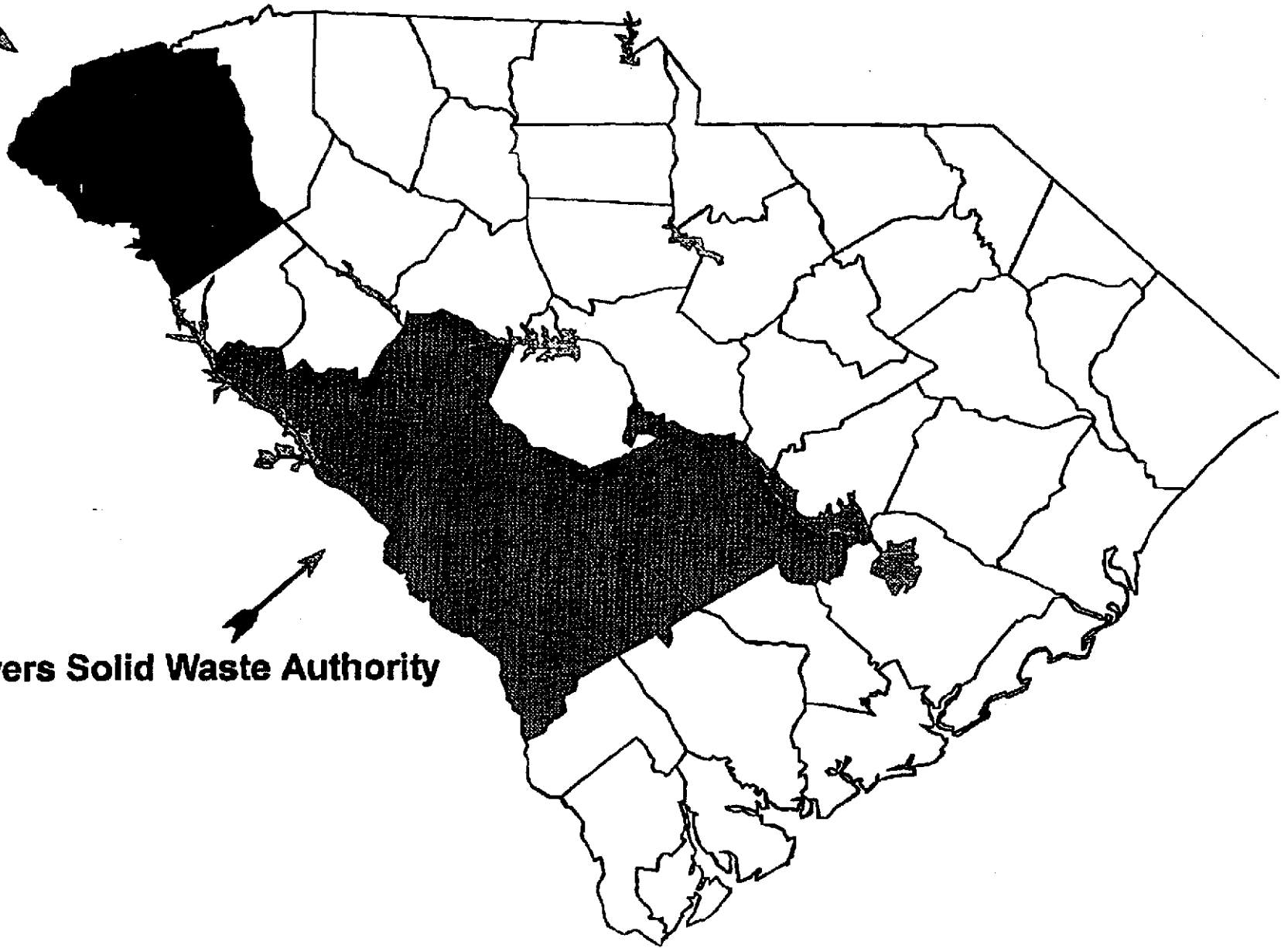


- **To offset the future growth limitation of this valuable corridor, the FIN Committee recommends that the City be paid a Growth Impact Fee in the amount of ten percent (10%) of the tipping fee rate (as charged and collected on a tonnage basis) for waste deposited in the landfill. This Fee should remain in effect during the life of operations of the landfill.**
- **The City will use this fee for the following purposes: to offset the loss of this growth corridor; to construct amenities in the immediate area of the landfill; to encourage development in the remains of this corridor; to create development incentives to offset the damage created by the landfill; and pay for other growth options that will be considered by the City Council.**



# Regions

**Appalachian Region**



J-21

**Three Rivers Solid Waste Authority**



**Compensation for Property Value Losses  
Due to Landfill Siting and Operations**

prepared by

**David L. Barkley, Ph.D.  
Professor and Economic Development Specialist  
Faculty of Economic Development  
Clemson University**

**I. Landfills and Property Values**

Real estate values may be affected both positively and negatively by surrounding land uses. Landfills and resource recovery parks are land uses that may negatively affect the values of adjacent and proximate real estate properties. A landfill/resource recovery park will be considered a nuisance (negative externality) to proximate property owners if its operation results in an increase in noise, pests, traffic, dust, litter, odors, or water pollution.

The potential property value impacts of a landfill may be illustrated by comparing property value trends for "proximate properties" (properties near landfill) with "comparable properties" (similar to proximate properties in all aspects except not near landfill). If the landfill has no negative impact on surrounding properties, the sales price and appreciation rate of "proximate" and "comparable" properties would be similar (see Figure 1). If, on the other hand, the landfill is perceived as nuisance, the price of the "proximate" property will decline relative to "comparable" property at the time of the landfill siting announcement (see Figure 2). Following the initial decline, the "proximate" property would appreciate, but the rate of appreciation would be difficult to predict. Three general appreciation scenarios are possible.

Post-It™ brand fax transmittal memo 7671		# of pages ▶	11
To	George McDaniel	From	Deis Watson
Co.	COG	City	Pickens County Council
Dept.		Phone #	
Fax #	242-6957	Fax #	898-5880

- (1) "Proximate" and "comparable" properties will appreciate at similar rates (line j in Figure 2) if property owners accurately predict property value losses and future landfill operations create neither lesser nor greater negative impacts than originally anticipated.
- (2) "Proximate" appreciation rates will exceed those for "comparable" properties (line i in Figure 2) if "proximate" property owners initially overestimated negative impacts or landfill operations become less of a nuisance over time.
- (3) "Proximate" appreciation rates will be less than for "comparable" properties (line k in Figure 2) if "proximate" property owners initially underestimated negative impacts or landfill operations create greater negative impacts over time.

In summary, the announcement of a landfill siting will decrease the values of proximate properties if the landfill is perceived to create nuisances. Over time the difference between "proximate" and "comparable" property value may remain constant, increase, or decrease depending on the accuracy of the initial depreciation and changes in landfill operations and regulations.

## **II. Evidence from Earlier Studies**

The impact of landfills on surrounding property values has been the subject of numerous articles in economics and real estate journals. The findings of a sample of recent studies are summarized below.

- (1) Roland K. Roberts, Peggy V. Douglas, William M. Park.  
 "Estimating External Costs of Municipal Landfill Siting Through Contingent Valuation Analysis: A Case Study."  
Southern Journal of Agricultural Economics, December, 1991.

Study Location: Knox County, Tennessee.  
 Zone of Impact: A 4.0 mile radius around landfill site.  
 Findings: Estimated costs per household ranged from \$0.00 per year to \$2,000 per year, with a mean value of \$227.00 per household per year for 50 years.

- (2) Diane Hite, Wen Chen, Frederick Hitzhusen, Alan Randall.  
 "Estimation of Landfill Externalities: A Hedonic Approach."  
Land Economics (forthcoming, 1996).

Study Location: Franklin, County, Ohio  
 Zone of Impact: A 3.25 mile radius around landfill site  
 Findings: Average estimated cost per household was \$1,908/year for a landfill with 2 years life expectancy; \$2,341/year for a landfill with 20 years life expectancy; and \$306/year for a landfill closed 11 years earlier.

- (3) Arthur C. Nelson, John Genereux, and Michelle Genereux.  
 "Price Effects of Landfills on House Values."  
Land Economics, November 1992.

Study Location: Ramsey, Minnesota.  
 Zone of Impact: A 2.0 mile radius around the landfill site.  
 Findings: Property values declined 12% at the site, 6% one mile from the site, and 0% two miles from the site.

- (4) Smolen, Conway, and Moore.  
 "Waste Landfill Impacts on Local Property Values."  
The Real Estate Appraisal, November 1992.

Study Location: Toledo, Ohio.  
 Zone of Impact: A radius of 5.75 miles from the landfill site.  
 Findings: Property values declined 100% at the site and up to one mile from the site. Values declined by 42% at a distance of four miles from the site.

In summary, research is very consistent in finding property values losses associated with proximity to a landfill. The diversity in research finding -- small losses up to 100% losses in property values -- indicates that impacts on property values are sensitive to the buffering and operation of landfill, traffic flows, noise levels, prevailing winds, types and value of real estate, characteristics of the residential population, and distance from the landfill. Thus a compensation procedure must be flexible enough to account for all factors that may influence value losses.

### **III. A Suggested Procedure for Compensating Affected Property Owners if Landfill Creates Nuisance**

#### ***A. Compensation Program Criteria***

A method for estimating property value losses and compensating affected property owners should meet the following criteria:

1. **Accurate**. The designated compensation accurately reflects property value losses resulting from the landfill's siting and operations.
2. **Flexible**. The procedure accurately distinguishes property value losses for different types of real estate (e.g., undeveloped land, residential, commercial, industrial).
3. **Dynamic**. The procedure accurately estimates property value losses at different points of time. Thus changes in real estate market perceptions or landfill operations will be reflected in new compensation levels.

4. Positive Incentives. The procedure rewards the counties for reducing negative impacts associated with the landfill's siting and operation. No compensation for proximate property owners will be provided if property value losses are not reflected in the real estate markets.
  
5. Low Administration Costs. Data collection and administration of the compensation program require relatively few public resources. Participation in the program by affected property owners also requires relatively little financial or time commitment.

#### *B. Compensation Program Procedures*

Step 1: Designate a "zone of impact" that includes all real estate properties negatively affected by the siting and operation of the landfill. Based on earlier studies, this zone would be all properties within at least two miles and at most four miles of the landfill property boundary. Geographical Information Systems analysis (GIS) available at Clemson University or ACOG may be used to identify the appropriate boundary distance and all properties within this "zone of impact." Such properties are hereafter referred to as "proximate properties."

Step 2: Identify all owners of "proximate properties" at the time (date) the landfill siting decision was confirmed (referred to hereafter as confirmation date). Individuals that inherit (or receive as gifts) "proximate property" are eligible for compensation provided the previous owner(s) had title before



the confirmation date. Individuals and businesses purchasing property in the "affected zone" after that date generally will not be eligible for compensation because perceived negative impacts associated with the landfill should be reflected in a lower purchase price to these more recent property owners. However, individuals and businesses acquiring property after the confirmation date will be eligible for compensation if changes in the operation and management of the facility cause further depreciation in property values. Such eligibility may be determined by an Arbitration Committee (to be discussed later) or through litigation.

**Step 3:** All eligible owners of "proximate properties" have the option of one and only one of the following compensatory alternatives:

**Alternative 1.** Eligible owners of "proximate properties" sold before 15 years after closure of the landfill will provide the following information to the designated public authority:

- a. *The contracted sales price* of the "proximate property."
- b. *Current market value* of the "proximate property" (at the time of sale) as determined by a licensed real estate appraiser(s).
- c. *Comparable market value* for the proximate property as determined by a licensed real estate appraiser(s) based on: (1) sales of similar properties outside the "zone of impact" and/or (2) sales of similar properties within the "zone of impact" before the confirmation date. Sales prices will be adjusted for the influences of time (general property value appreciation or depreciation) using accepted methods of appraisal.

The counties will compensate the proximate property owner (seller) the smaller of (1) the *comparable market value* less the *contracted sales price* of the proximate property; or (2) the *comparable market value* less the *current market value* of the proximate property. The use of the smaller of the two values is to insure that sellers are diligent in getting a reasonable price for their property before filing for compensation. Compensation should be provided within a relatively short time period (e.g., 60-90 days) since the sellers of proximate properties probably will need those funds for the purchase of their next residences. The counties will be liable for compensation of affected property owners even if the landfill facility is sold.

Alternative 2. Proximate property owners who have not sold their property may file for compensation equal to the *comparable market value* less the appraised *current market value* of the proximate property. This difference compensates the nonsellers for their loss in "use value" of their property as reflected in the market value of the property. This claim for compensation may be made anytime before the landfill closure date plus 15 years. I recommend that the earliest use of alternative 2 would be five years after the landfill siting announcement date to provide an adequate number of property sales for estimates of property value changes in the proximate zone.

**Notes/Clarifications/Suggestions**

- (1) Any costs associated with obtaining current and comparable market values will be borne by the owner of the proximate property. This initial expense will discourage proximate property owners from overburdening the compensation system with very small compensation claims.
- (2) An approved list of real estate appraisers may be provided by the Citizens Negotiations Team Committee or a joint public/private committee selected for this purpose. This list could be updated/revised periodically.
- (3) An affidavit will be provided at the closing of the sale of every proximate property. This affidavit will notify the seller(s) that they have 12 months to file a compensation claim with the counties. Extensions for filing may be requested through the Arbitration Committee (see below).
- (4) An Arbitration Committee(s) should be established by the Citizens Negotiation Team and the counties to resolve disagreements on appropriate compensation for proximate property owners. Suggested membership on the Arbitration Committee is: one representative of county government, one property owner from the "affected area," and one individual not associated with county government or owning property in the affected area. (Note: the Committee could have different membership for different types of property disputes). County governments may

request a hearing with the Arbitration Committee if they believe the requested compensation is excessive. Property owners may request a hearing if they believe the market appraisals do not accurately reflect their property value loss. Subsequent owners may request a hearing if they believe property values depreciated since their purchase due to management of the landfill facility. A significant fee (\$100-\$300) should be charged to the party requesting a hearing to discourage trivial requests by property owners or "red tape" delays by county governments.

- (5) The use of the Arbitration Committee to settle disputes is not mandatory. Property owners may choose to seek litigation. However, appeals to the Arbitration Committee could be made contingent that the right to litigation is waived by both the property owner and the counties.
- (6) No deadline should be imposed on filing claims during the period the landfill is in operation or the period it is monitored after closing. If a final filing date were instituted, the counties would have no incentive to reduce negative impacts on surrounding property owners after that date. Diligence in reducing the negative impacts associated with the landfill should be rewarded with lower outlays for compensation.

- (7) All information submitted by proximate property owners for purposes of compensation (contracted sales prices, appraised current values of proximate properties, appraised values of comparable properties) will be made available to the public at no charge or for a minimum fee. The availability of such information will enable the real estate market to more accurately assess the changes in property values attributable to the landfill.

*C. Funding for Compensating Property Owners*

The compensation of affected property owners is a cost of siting and operating the landfill. As such, funds for compensation should be assessed as part of the tipping fees to landfill users (counties) or in terms of added millage if landfill revenues are to be provided through property taxes. However, property owners within the zone of influence should not be charged the additional millage for compensation purposes. If so, proximate property owners would be paying for part of their own property value losses.

Figure 1

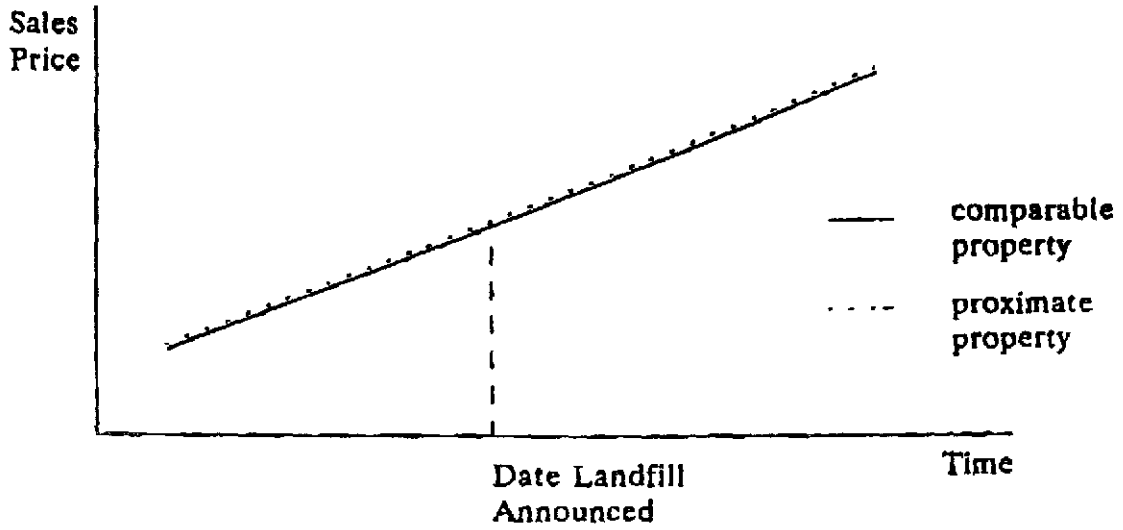
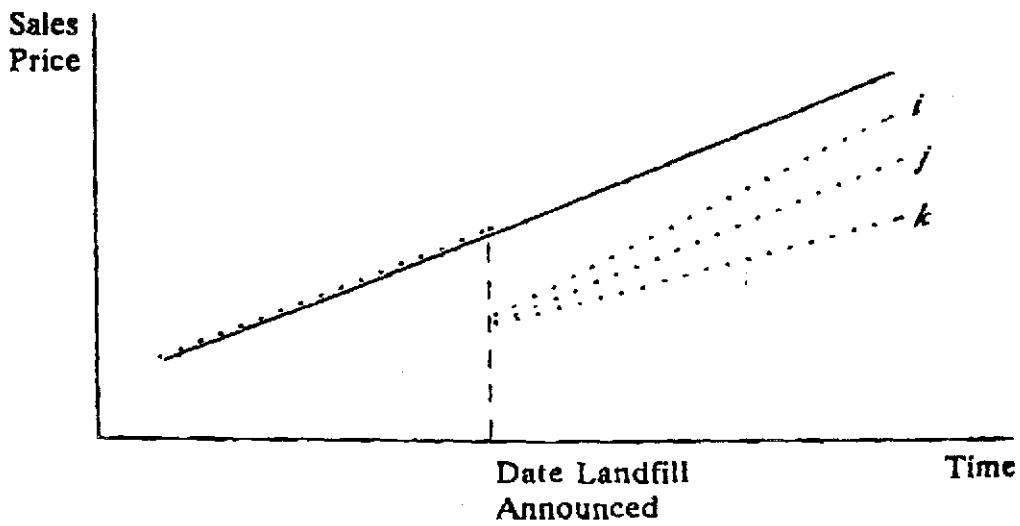


Figure 2



## FACILITIES ISSUES NEGOTIATION

### Summary of Issues

November 12, 1996

The citizens appreciate the opportunity to negotiate some solutions to their concerns. We hope that both parties will negotiate in good faith and convert the agreements into a performance contract to ensure future compliance.

### PROPERTY VALUE PROTECTION ISSUES

One of the purposes of the Facilities Issues Negotiation (FIN) Process is to protect to the greatest extent possible the losses incurred by the residents and neighboring cities due to the presence of the landfill.

- a) **Guaranteed protection of property values.** The Citizens in the immediate vicinity of the landfill want to be compensated for any loss in property values. There are numerous examples of such plans, including one that Waste Management has used at their landfills. Attached is a proposal that we believe is fair to both the landfill owners and the residents.
- b) **Site Buffer.** The owners agree to maintain a 300 ft buffer around the perimeter of the operating and borrow areas of the landfill to protect adjacent residents and the church. The buffer shall be maintained in trees or other natural vegetation.
- c) **Landscaping Plan.** A landscaping plan should be developed that will include controlling the aesthetics around the landfill. The FIN group suggests a budget of \$75,000 be allocated to the landscaping of the entrance and around the facility. This money would be used for plant materials and design. The FIN Group would like Dr. Mary Haque at Clemson University to develop the landscaping plan.
- d) **Recreational use of the flood plain.** - It appears that much of the land is in the 100 year flood plain. The FIN group proposes and Owners agree to place a conservation easement on the flood plain so that all trees and vegetation in the flood plain be untouched and the flood plain remain in its natural state, unless removal is conducted in accordance with natural resource conservation measures or as a condition of a beneficial use plan.
- e) **Landfill Height.** The maximum height of the landfill cell zones shall be no higher than the existing tree height. Assuming 85 ft trees and a maximum elevation of 853 ft, the maximum elevation would be approximately 938 ft, compared to the 1011 feet in the application. The height still represents 175 feet of landfill elevation from the lowest point of the landfill. Future permitted or approved cells shall not exceed the limits of the cells that are permitted by DHEC at this time. The fill operations shall not be visible from off-site at any location.
- f) **Entrance.** The entrance from Highway 18 to the landfill shall be landscaped and maintained. No signs shall be visible from 18 Mile Road.
- g) **Tarps.** All trucks entering the landfill site shall have the materials tarped or otherwise enclosed to eliminate trash problems along all routes to the landfill. The Operator shall charge a penalty fee in

the amount of \$200 for each vehicle that enters the landfill without appropriate trash containment equipment or tarps.

- h) Trees. The land should not be clear cut. Only those areas currently in use as a landfill should be cleared. If there is open space in the buffer area, it should be planted with trees appropriate for the location.

### **CITIZENS ADVISORY COMMITTEE**

Many of the concerns expressed by the citizens represent operational issues that are hard to address in the proposed Operations and Contingency Plan. The Citizens believe that many of these issues can best be addressed with A Citizens Advisory Committee. This group will provide an on-going dialog between the residents in the area, the affected cities and the landfill owners or their designated representatives.

The Committee shall consist of 4 representatives of surrounding property owners (2 from Pickens County and 2 from Anderson County), one representative from Camelot Subdivision, and two representatives from the City of Clemson. The Committee should be named now by the FIN group so that questions can be addressed during the Permit review. This Committee shall survive any future permitting process, changes or applications. Members may change, but the makeup of the Committee should remain the same. Should an impasse be reached on any of these issues, the SC DHEC Department of Solid Waste Management should serve as a binding arbitrator.

Issues to be addressed by the Committee will include on-going monitoring and management of the facility. The issues should include:

- a) Ground Water Quality Copies of all ground water testing reports required by DHEC shall be furnished to the Citizens Advisory Committee upon request. Any decrease in the quality of the groundwater should be immediately reported to the Committee.
- b) Air Quality . It is anticipated that the landfill will create air quality degradation through increased levels of dust, volatile organic compounds and methane gas. Prevailing winter winds will blow landfill emissions directly over adjacent residences and Nettles Park. Emissions monitoring data shall be provided to the Committee upon request.
- c) Odors. The FIN participants recognize that odors are a very subjective issue. A log of all odor complaints shall be maintained by the facility. Sources of these odors and possible solutions should be discussed with the Committee.
- d) Storm Water Management. Erosion of unvegetated areas and deterioration of the Eighteen Mile creek is a significant concern of the residents.
- e) Noise. Neighboring property owners are concerned about noise from trucks and equipment.



- f) Trash and Debris. The owners should provide some mechanism for collecting trash that falls from trucks, blowing paper, and other litter from the roadway ditches on both sides of the road on 18 Mile Road and the State Highway intersection at Highway 123. All abutting properties shall be patrolled at the edge of the landfill site and waste, paper, litter, and other debris removed on a regularly scheduled basis (at least every other week). Complaints related to litter, paper or other materials shall be answered within 24 hours of receipt of complaints and materials removed upon identification of litter, paper or other materials that originated or were being transported to the landfill. The Operator shall keep a log of all calls received to complain of litter or debris-related concerns. This log shall be reviewed with the Committee upon request.
- g) Vector Control. The Operator shall ensure that proper procedures for controlling rats, birds and stray animals are followed at all times. Complaints received from the public related to vector concerns shall be kept in a log and reviewed with the Citizens.
- h) Landfill gas. The engineering application has very little to say about the generation and control of landfill gas. The citizens are concerned about the noise, unsightliness and odor of systems that flare landfill gas. Operation of whatever alternative system that is selected should be subject to the review of the Committee.
- i) Lighting. Landfill night lighting should not pose a nuisance to the residents of the area.
- j) Trucks. Mud on trucks and truck tires is a significant concern. A truck wash should be conveniently located on site so that trucks are clean and not dripping when they leave the site.
- k) Dust. The landfill owners will make all reasonable attempts to minimize dust, including but not limited to extensive paving, spray-on dust suppressants, wind breaks, vegetating exposed dirt and responding to citizen complaints.
- l) Other. Other issues as may be raised by the Citizens Advisory Committee.

In order to effectively carry out its responsibilities, the Committee shall have the authority to make site inspections.

#### **TRAFFIC AND SAFETY RELATED ISSUES**

- a) Transportation Plan. The three Counties involved in the landfill should conduct a comprehensive traffic plan which would consider the routing of 40 to 80 garbage trucks per day to and from the landfill, plus whatever other trucks are necessary for hauling clay. The present plan calls for the use of US 178, SC 88, US 123 and 18 Mile Creek Rd. These roads should be evaluated for turn lanes, school bus stops, turning radius, site distance, adequate shoulders, etc. The plan should be developed by an independent transportation engineer. Those roads that exceed accepted safety standards should be widened, shouldered or otherwise brought up to standards. Financing of these changes should be paid for under the capital for the landfill and not from the standard source of road funds.

- b) **Access**- At the present time, the road onto the site goes through a small neighborhood with residents on either side. The permanent road to the site shall be on well constructed roads with minimal disruption to local residences. Roads at the entry shall include turn lanes and adequate safety features.
- c) **Entrance**. Access to the landfill should be moved to a separate entrance off Highway 123.
- d) **Fencing**. The operating portions of the site should be fenced with an 8 ft chain link fence with 3 strands of barbed wire. The fence will keep blowing debris in and animals and unwanted visitors out.
- e) **Hours of Operation**. The landfill should remain closed on Saturdays and Sundays to minimize truck traffic in the neighborhoods. All operations at the landfill should cease by 4:30 pm on weekdays and no trucks should be allowed to line up before 7:00 am.

## HOST CITY ISSUES

The City of Clemson has been impacted much more dramatically than any other of the surrounding cities (or the three counties), because the landfill was located directly in the only growth corridor that the City has remaining. Several years ago, the City of Clemson and Town of Central went to court over the issue of future annexation boundary lines. This resulted in a line that allowed Central to annex areas to the north of Highway 123, with Clemson designated as having future annexation activities that would occur south of Highway 123. The proposed landfill is located approximately 1/2 mile from the existing corporate limits. The location of the landfill only removes 540 acres that would have been prime land for development and annexation into Clemson corporate limits, but effectively blocks growth to the east for the next 40 years. This location will cause extensive damage to future development of the City.

- a) **Growth Corridor** - The City of Clemson has been greatly damaged by the siting of the proposed landfill. Studies by the planning firm London & Associates report that the losses to the City are very significant. In order to compensate the City of Clemson for this damage, the Operator agrees to assess, collect and submit on a monthly basis to the City of Clemson a Growth Impact Fee in the amount of ten percent (10%) of the tipping fee rate (as charged and collected on a tonnage basis). This Growth Impact Fee shall remain at 10% of tipping fee rates during the life of operations of the landfill.
- b) **Solid Waste Disposal**. The City of Clemson shall be able to transport all their municipal solid waste, both commercial and residential, directly to the landfill without having to go through the Easley transfer station. Direct hauling to the landfill shall be allowed until such time that additional recycling activities are incorporated by Pickens County, which would remove recyclable materials from the waste stream at the point of the tipping floor of the transfer station. At such time when additional recycling activities are conducted for all trash that is deposited at the Pickens transfer station, the City would agree to haul trash to the transfer station for additional recyclable material removal.

- c) Sludge. The City of Clemson shall be able to truck sewage sludge materials from the Clemson Waste Treatment Plant and Pendleton/Clemson Waste Treatment Plant directly to the landfill at no cost. Any sludge deposited into the landfill should be covered in the same manner as other solid waste materials.
- d) Leachate Treatment. Present calculations of leachate liquid indicate that 25,000 gallons per day of leachate sewage will be generated from landfill operations. The proposed plan transfers leachate through a 9,000 foot force main to the Central South treatment plant. The City of Clemson has a line that is approximately 2,000 feet away. It might save the Owners money to use the City of Clemson system. The City of Clemson is open to discussions about the provision of sewer treatment services to the proposed landfill.
- e) Property Value Enhancement Fee. The Owners of the landfill shall make a one-time Property Value Enhancement Fee in the amount of \$ \_\_\_\_\_ to the City of Clemson for the purpose of constructing public improvements in the area south of Highway 123 and Issaqueena Trail Road.
- f) Communications with Cities. Owners of the landfill and/or operators agree to meet with representatives of the City of Clemson, Town of Central and Town of Pendleton, on a quarterly basis, to discuss progress, concerns, and other issues related to the construction and operation of the landfill and resource recovery facility.
- g) Future Use of Site. Following closure of the landfill at an unknown date in the future, the Owners agree to convey the use of closed portions of the site to the City of Clemson. The City reserves the right to use all or a portion of the site as it determines will be in the best interest of the City and its residents. The use of the site shall be conveyed at no cost to the City of Clemson.

#### LANDFILL PLANNING ISSUES

- a) Source of Wastes. The proposed landfill is being installed for the purpose of providing solid waste disposal for the counties of Pickens, Anderson and Oconee County. The anticipated tonnage of materials into the landfill is 600 tons per day. The Owners will agree to not use the landfill for wastes outside the counties (~~\_\_\_\_\_~~) and will not use the facility for wastes mined from other landfills. The owners will also agree to a maximum daily load of 1000 tons.
- b) Resource Recovery Facility. Based on information provided by the landfill owners and information from Dr. Larry Golan at the SC Energy Research and Development Center, there are no current plans for locating any resource recovery facility at the landfill. Research shall be restricted to collecting samples of waste for research to be conducted off-site. Records of waste streams should be available for off-site research. No basic or applied research/demonstrations may be conducted on-site, including lease, grants, awards or contract agreements. No placement of equipment for demonstration purposes shall be placed on site. Tours of the facility shall remain exclusively for Subtitle D landfill operations.

- c) **Recycling.** SC DHEC says that this is a part of the FIN process, but the owners say that it isn't. Why not? Recycling of solid waste should be a significant part of the County's solid waste management plan. Some areas of the west are recycling as much as 70% of the municipal solid waste. The Citizens would like for the landfill owners to agree to an aggressive and quantifiable recycling program.
- d) **Cost of Recycling.** Most municipalities in Pickens County operate residential, commercial and other types of recycling programs. These operational costs are borne entirely by the cities and are either supported by tax revenues or are included in sanitation pick-up fees. At the initial FIN meeting, Anderson and Pickens County indicated that they are examining the "pay-as-you-throw" system of trash disposal. While this system does generate revenue to pay for landfill operations, it also encourages persons to recycle more materials. This will mean that cities will have to pay for additional recycling costs due to higher volumes of materials, including additional labor for collection, increased costs for equipment and vehicles required to collect materials, and develop methods to increase the ability of citizens to recycle materials that are not presently collected.

The owners should provide some type of financial assistance, through tipping charges, which would be transferred to those local government entities that operate recycling services as part of sanitation services. This assistance should be sufficient to pay for a significant amount of the costs related to operating recycling services. The owners could tie some performance standards to the financial assistance, which would encourage the providers to do a better job of recycling.

OR

The Counties that are going to implement a "pay as you throw" system should commit to inclusion of a portion of the costs of the "Yellow Bag" that would pay for operating the landfill and recycling services. Darlington County has opted for this method of encouraging recycling services, and they remit revenues equal to \$25 per sanitation customer to support the costs of recycling services within the cities. This revenue requirement is imbedded into the cost of the bag that is purchased by the customer.

- e) **Profit.** The Counties will minimize MSW disposal and in no manner commercialize the facility for profit to the Counties or the operator.

## TECHNICAL ISSUES

The following questions/issues should be considered by the design team in submitting the application.

- a) **Odor.** The plan calls for daily cover and landfill gas control. It does not define the type of control or how odors will be measured.
- b) **Dust Controls.** Dust control requires a strong commitment from the owners. Extensive paving on site is preferred. How much bare soil area will be exposed during construction, including borrow areas? How much land can be left bare before seeding? The citizens would think that no land should

be left bare for more than 60 days. How will levels of dust be measured? What are the action levels?

- c) Fencing. The entire perimeter of the operating area should be fenced to prevent access by domestic animals and people, and to keep blowing trash on site.
- d) Alternate Daily Cover Plans. The cover should be equivalent to 6 in of soil, but the application does not say how this will be determined. A testing program should be included in the application.
- e) Surface Water Design. Will comparable wetlands be created to offset the 0.34 acres of wetlands in the interior of the footprint? What if the Corps of Engineers find a greater extent of wetlands? Has an updated assessment of the 100 year flood plain been made?
- f) Flood Plain. The flood plain does not have any facility arrangement drawings. Does the foot print of the landfill encroach on the flood plain? What is the effect of the site on the flood hydrology of 18 Mile Creek?
- g) Leachate. Given the areas involved, the maximum daily volume of leachate would seem to be potentially much greater than 25,000 gallons per day. The leachate is being sent to the Central South Waste Treatment Plant. Is there capacity for this waste, particularly since Central South has some capacity problems at the present time? Have the 201 and 208 plans been modified? Twenty five thousand gallons a day of leachate is equivalent to 100,000 gallons per day of normal domestic waste. Is there waste allocation in 18 Mile Creek and the tributary for this much additional waste load?
- h) Entrance and Support Buildings. Will any non-landfill vehicles or equipment be housed or maintained at this site?
- i) Truckwash. Where will the truck wash be located?
- j) Storm Water. Who will inspect storm water control structures: a contractor? the owner? Who will decide when stormwater ponds should be cleaned? Will stormwater control structures be constructed and operational prior to cell construction?
- k) Gate. How many trucks can be lined up at the scale before blocking the entrance.
- l) Noise. What provisions are made for controlling noise? What are the action levels?
- m) Gas Collection. What are the plans for collecting or burning gas.
- n) Certifications. What are the certification requirements for various positions? Will a certified supervisor and manager be on duty at all times? Will a PE be on staff?
- o) On-site Staff. Will the site have a licensed surveyor? Will attendants have to report leaking trucks, trucks without covers, or unacceptable wastes? Will there be a spotter at the face during all operating hours.

- p) Unacceptable waste. What procedure will be followed if an unacceptable waste comes into the landfill?
- q) Contingency Plan Comments.
- Explosive gas detection, action levels and contingency plans are not covered in the O and M Report.
  - The removal operations are not detailed in Section 6.5.3.
  - Will there be secondary containment for the entire leachate volume?
  - There is no contingency plan for well contamination.
  - There is no contingency plan for unacceptable waste.
  - There needs to more commitment in the contingency plan to act on problems.
- r) Visual Impact. Will the owners produce a model or an architectural rendering of the completed landfill and the surrounding area?
- s) Cap. Will the final cap be suitable for any specific uses? Has post closure use of the landfill been studied?
- t) Quantity of Clay What is the quantity of  $10^{-7}$  clay needed for liner and cap? Will it be found on-site? Will it measure  $10^{-7}$  cm/s at 1 - 2 ft overburdens or only at 100 to 200 ft overburdens? There appears to be a tremendous amount of clay required to construct liners and caps, plus additional soil for intermediate cover. Where will it be imported from? How much? What will happen if rock is encountered on-site?
- u) Rock. What if rock is encountered on-site? Will the landfill be raised? Will the leachate collection system be redesigned?

11-19-96

**TRI-COUNTIES' RESPONSE TO FINP COMMITTEE  
ISSUES IDENTIFIED 11/12/96**

**PROPERTY VALUE PROTECTION ISSUES**

- a. Guaranteed protection of property values. The FINP Committee proposal is not acceptable to the Tri-Counties. We will abide by the "takings" law and we will make every effort to be fair.
- b. Site buffer. The site buffer requirements are environmental permit conditions and are non-negotiable. As information, the distance between the disposal area and the Refuge Baptist Church is approximately 1800 ft. The closest distance between waste and the Martin property boundary is 270 ft.
- c. Landscaping plan. The entrance and adjacent areas to the facility will be landscaped and planned and will be nice; however, the issue is part of the environmental permit conditions and is non-negotiable. If Dr. M. Haque would like to develop a landscaping plan, the Tri-Counties will present it to our contractor for consideration.
- d. Recreational use of the flood plain. The Tri-Counties are interested in protecting the flood plain area. The Tri-Counties will contact various conservation groups to solicit proposals for its use.
- e. Landfill height. The proposed height of the landfill shall be reduced to an elevation of 980 feet. This is a reduction of 31 feet and reduces the life of the landfill by 1.5 years.
- f. Entrance. The entrance from Highway 18 to the landfill will be landscaped and maintained. A tasteful sign will be developed.
- g. Tarps. The requirement for truck tarps is a part of current state law and will be handled according to state law.
- h. Trees. The land should not be clear cut. The Tri-Counties will only cut those trees and clear those areas that are necessary for cells which are being developed, other facilities, and/or for borrow areas.

## **CITIZENS ADVISORY COMMITTEE**

The Tri-Counties will agree to a citizens advisory committee with a total of three people to be appointed by the county councils, with one to be from each county. The advisory committee responsibilities will be solely in an advisory capacity.

- a. Ground water quality. These reports are public documents and shall be available for review.
- b. Air quality. Answered in other areas of this document.
- c. Odors. Answered in other areas of this document.
- d. Storm water management. Answered in other areas of this document.
- e. Noise. Answered in other areas of this document.
- f. Trash and debris. Pickens County Public Works will provide frequent patrols of Eighteen Mile road and the intersection of Highway 123 for litter pickup. Policing of the landfill and abutting properties will be part of the operations plan and is required by DHEC.
- g. Vector control. This will be performed in accordance with DHEC regulations.
- h. Landfill gas. Answered in other areas of this document.
- i. Lighting. This will be performed in accordance with DHEC regulations.
- j. Trucks. Answered in other areas of this document.
- k. Dust. Answered in other areas of this document.

## **TRAFFIC AND SAFETY-RELATED ISSUES**

- a. Transportation plan. For the area road requirements, the Tri-Counties will coordinate with the State Highway Department regarding the plans, needs, and recommendations which are necessary for maintenance and/or improvements.
- b. Access. As stated at the last FINP meeting, an access road will be constructed through the two pieces of property currently owned by the Tri-Counties. Appropriate safety features will be incorporated.
- c. Entrance. A separate entrance off Highway 123 could be considered, but is not financially feasible.



- d. Fencing. Fencing is part of the environmental permit conditions and the fencing will be in accordance with the permit requirements and safety considerations.
- e. Hours of operation. The Tri-Counties have reconsidered the hours that are being proposed, and the Tri-Counties will agree to an 8:00 a.m. - 4:00 p.m., Monday - Saturday, time frame as the hours for accepting municipal solid waste. Landfill operations such as covering the waste daily will continue after that. The specified hours are for truck traffic coming in the gate.

### **HOST CITY ISSUES**

- a. Growth corridor. Some time in the future, the three counties may consider collecting a surcharge from commercial haulers. This money could be used to possibly ameliorate any problems caused by the landfill.
- b. Solid waste disposal. Should Pickens County go to a Pay-As-You-Throw system, the City of Clemson may be allowed to transport directly to the Tri-County landfill. The advisory committee would be consulted to ensure there are no traffic concerns.
- c. Sludge. Any sludge deposited into the landfill will be covered in the manner required by DHEC like any other materials.
- d. Leachate treatment. The counties prefer to pump pretreated leachate to the Central South Treatment Plant, which is owned and operated by Pickens County.
- e. Property value enhancement fee. Considering the location of the old Central landfill, which is owned by the City of Clemson, and its lack of effect on the 123 Corridor, it is believed this fee is not needed at this time.
- f. Communications with cities. The counties will be more than happy to maintain open communications with the cities.
- g. Future use of site. Due to future unknowns of federal and state solid waste regulations, it is deemed inappropriate to discuss future uses of the landfill site at this time.

### **LANDFILL PLANNING ISSUES**

- a. Source of wastes. The 1,000 TPD (tons per day) is an environmental permit condition. The Tri-Counties have stated, and will again state, that they intend only to take MSW from the three Counties of Anderson, Oconee, and Pickens.
- b. Resource recovery facility. As a part of this FINP process, this issue is non-negotiable.

- c. Recycling. All three counties are currently recycling at locations within each of the counties. The counties will continue to put forth the maximum effort to conduct recycling and to divert municipal solid waste from the present landfills as well as for the Tri-County landfill.
- d. Cost of recycling. Pickens County will make every effort to assist its cities in offsetting the costs of recycling. Presently, Pickens County is rebating to its municipalities monies from the cardboard truck and recycling trucks. It is hoped the amount will grow.
- e. Profit. The Tri-Counties do not anticipate making a profit, and the issue is non-negotiable.

### TECHNICAL ISSUES

- a. Odor. Odor control will be provided according to the regulations through daily covering of the MSW with six (6) inches of earthen material or approved alternate materials.
- b. Dust controls. Parking and perimeter roads will be paved. Twenty to thirty acres will be opened during construction. Temporary and permanent seeding is required by DHEC.
- c. Fencing. Fencing will be provided, as appropriate, to assist in litter control and in security.
- d. Alternate daily cover plans. Alternate materials of an alternative thickness [other than at least six (6) inches of earthen materials] may be approved by SCDHEC on a case-by-case basis, provided that the alternative material and thickness adequately control disease vectors, fires, odors, blowing litter, and scavenging without presenting a threat to human health and the environment. Alternate cover material include foam, tarps/geofabrics, synthetic materials, etc.
- e. Surface water design. The decision as to what the Tri-Counties have to do regarding the impact on wetlands is up to the Corp of Engineers.
- f. Flood plain. The footprint of the landfill does not extend into the flood plain. There are sedimentation basins designed into the landfill facility to handle the runoff.
- g. Leachate. The 25,000 GPD of leachate is pretreated to household equivalent. There is and will be capacity available. Modification of 201 and 208 Plans is not required. The TMDL of Eighteen Mile Creek is unaffected.

- h. Entrance and support buildings. No non-landfill vehicles or equipment will be housed or maintained on site.
- i. Truck wash. A truck wheel wash will be located near the maintenance building.
- j. Storm water. DHEC will inspect storm water runoff controls. Storm water control structures are required to be constructed during the initial phase.
- k. Gate. Sufficient pull off areas will be constructed to ensure the entrance will not be blocked.
- l. Noise. Noise is governed by the Pickens County Performance Standards Ordinance.
- m. Gas collection. Gas will be collected and may be flared and/or used to generate electricity by a generator. This decision is to be determined later.
- n. Certifications. Certification requirements are laid down by regulation. A certified supervisor is required to be on duty during all operational hours. A PE on staff or consulting engineer will be available.
- o. On-site staff. With the exception of a surveyor, these items are required by DHEC. Surveyor would be employed either by the counties or as a consultant.
- p. Unacceptable waste. DHEC regulations require random inspections of incoming loads or other steps to exclude hazardous wastes or non-regulated special wastes. If such wastes are discovered, notification of DHEC is required.
- q. Contingency plan comments. The contingency plan and other components of the final permit application will address the issues in question and the required components in section 258.92.
- r. Visual impact. No architectural rendering is planned at this time.
- s. Cap. With the constant changes in federal and state solid waste regulations, specific uses of the site are not predictable at this time.
- t. Quality of clay. There is sufficient clay on site to meet quality and compatibility requirements. No imports are foreseen in the immediate future.
- u. Rock. The existence of rock will not raise the level of the landfill. The leachate collection system would be designed around the rock.

THE MAX AND VICTORIA DREYFUS FOUNDATION INC.

50 MAIN STREET, SUITE 1000  
WHITE PLAINS, NEW YORK 10606  
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MARY P. SURREY

October 31st, 1996

HON. ROBERT J. TRAINOR (1965-1983)

Peggy T. Hightower, Treasurer  
Oconee County Treasurer's Office  
P. O. Box 429  
Walhalla, South Carolina 29691


Grant Purpose: Keowee Key Fire Station #17

Dear Ms. Hightower:

I am pleased to advise you that the Board of Directors of The Max and Victoria Dreyfus Foundation, at its October 17th, 1996 meeting, approved a grant in the amount of \$5,000 in further support of the needs of the above captioned fire station.

Accordingly, enclosed please find the Foundation's check representing the grant.

Sincerely,

  
Nancy E. Oddo  
Vice President

o/g  
encl.

cc: Chief Ed Goff  
Keowee Key Fire Dept.  
115 Maintenance Rd.  
Salem, SC 29676